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Executive Summary
5M Project

CEQA Findings
General Plan Consistency Findings
Shadow Impact Findings
General Plan Amendment
Planning Code Amendment
Zoning Map Amendment
Development Agreement
Design for Development
Office Allocation
Conditional Use Authorization

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 Kevin.Guy@sfgov.org
Recommendation:	***Approval with Conditions***

PROJECT DESCRIPTION

The project, generally referred to as the 5M Project, proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive open space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, and opportunities for urban agriculture and outdoor gardens.

SITE DESCRIPTION AND PRESENT USE

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

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

The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and should add density and a mix of uses that relate to the high-rise environment to the east. The proposed project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

ENVIRONMENTAL REVIEW

On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review (Case No. 2011.0409ENV). The draft EIR was initially available for public comment until December 1, 2014, and the comment period was subsequently extended to January 7, 2015. On November

20, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On March 7, 2013, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. As part of the September 17, 2015 hearing, the Commission will consider whether to certify the final EIR for the Project.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	August 28, 2015	August 28, 2015	20 days
Posted Notice	20 days	August 28, 2015	August 27, 2015	21 days
Mailed Notice	20 days	August 28, 2015	August 28, 2015	20 days

PUBLIC COMMENT

The Commission held informational hearings on the 5M Project on November 20, 2014, July 23, 2015, August 6, 2015 and September 3, 2015. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

ZONING AMENDMENTS/GENERAL PLAN AMENDMENTS

Staff from the Planning Department, the Office of Economic and Workforce Development, and other agencies have worked extensively with the project sponsor to formulate a comprehensive planning approach and entitlement structure for the site. As proposed, the project does not comply with many of the zoning controls which currently apply to the site. On July 21, 2015, Mayor Lee introduced an ordinance that will make the necessary amendments to the Planning Code and Zoning Maps to enable implementation of the project. In addition, several maps and exhibits in the General Plan would need conforming amendments. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments for the 5M Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

Special Use District

A "Fifth and Mission Special Use District" ("5M SUD") is proposed to apply to the site that will articulate a unique set of zoning regulations and approval processes for the implementation of the project. While it is anticipated that the project will generally be developed in accordance with the plans approved at the time of entitlement, future evolution of aspects of the project implementation (such as exterior architectural treatments and variations in massing) may be modified during its design development, provided that these changes are consistent with the 5M SUD and the 5M Design for Development

("D4D") document. Consistent revisions to the project could be reviewed and approved administratively by the Planning Director, while, inconsistent changes to the project would need to be considered by the Planning Commission or Board of Supervisors. Comparable approaches have been adopted for other, much larger developments such as Parkmerced and Treasure Island.

The D4D will provide detailed guidance on the development of all aspects of the project. However, the 5M SUD extracts and codifies the basic zoning requirements found in the D4D on topics such as:

- Bulk
- Variations in building height and articulation
- Allowances for vertical projections beyond the zoned height limit
- Tower separation
- Permitted ground-floor uses
- Ground-floor transparency
- Dwelling unit density
- Elimination of rear-yard requirements
- Dwelling unit exposure
- Maximum residential parking ratios
- Locations of required bicycle parking,
- Establishing maximum ground-level wind current levels for the entire project site
- Prohibition on the use of TDR from or to the Project

The D4D expansively governs many aspects of the project beyond the specific topic areas outlined above, as discussed further below.

Height Reclassifications/Zoning Map Amendments

The majority of the site is located within the C-3-S (Downtown Support) Zoning District. However, the southeastern portion of the site (east of Mary Street and south of Natoma Street) is currently zoned RSD (Residential Service) District. The proposed ordinance would amend the parcels currently zoned RSD to C-3-S in order to unify the underlying zoning on the site. Several of the parcels at the southeastern portion of the site are also located within the SOMA Youth and Family SUD (Lots 008, 009, 012, and 098). As applied to the Project, the SOMA Youth and Family SUD would require Conditional Use Authorization for several types of uses (including, but not limited to religious facilities, bars, restaurants, and parking lots/garages). The proposed ordinance would remove the project site from the boundaries of the SOMA Youth and Family SUD. Under the 5M SUD, however, all new project buildings are required to obtain Conditional Use Authorizations. Finally, the ordinance would amend the Height and Bulk Districts applicable to the site to reflect the heights proposed in the 5M SUD (85-X, 90-X, 200-S, 365-X, and 450-S). It should be noted that these would represent maximum legislated roof heights. However, the individual buildings within each of the height districts would not uniformly reach these heights across the entire boundary of the new zoning district.

The D4D requires differentiation in roof heights, extensive articulation and changes in plane for each new building, and minimum separation between towers. The existing buildings to remain (the Chronicle, Camelline, and Dempster Buildings, and a portion of the existing Examiner Building) will be reduced from the existing 160 foot height limit to an 85 foot height limit. A narrow strip along the northerly portion of the Chronicle Building (along the Mission Street frontage) will retain the existing 90 foot height limit. The height limits for the portions of the site that would be open space or pedestrian/vehicular

circulation will also be reduced from existing 160 foot height limit to an 85 foot height limit. Therefore, the 85-foot height limitations, in combination with other controls/protections in the 5M SUD, will serve to preserve those portions of the site that would not be substantially altered and would not be constructed with new buildings.

The Department recommends that the Commission recommend ***approval with modifications*** of the proposed Ordinance and adopt the attached Draft Resolution to that effect. The proposed modifications are as follows:

1. Amend Section 249.74(d)(1)(A) to clarify that retail, office, education or cultural uses are permitted on the ground floor of any existing historic building, or any new building with frontage on Howard Street (the "H-1" building). The ordinance as introduced would allow these uses on the ground floor of any building facing Mission, Fifth, or Howard Streets.

2. Delete Lots 005 and 006 within Assessor's Block 3725 from the list of Lots to be removed from the SOMA Youth and Family SUD. The ordinance as introduced listed Lots 005 and 006, however, these Lots are not currently located within the SOMA Youth and Family SUD.

3. Add Lots 094 and 099 within Assessor's Block 3725 to the list of Lots to be amended to new Height and Bulk District. The ordinance as introduced inadvertently omitted these Lots.

General Plan Amendments

Several maps and exhibits in the General Plan would need to be amended in association with the 5M project. A portion of the project site (bounded by Howard, Natoma, and Mary Streets) at the southeast corner of the property is located outside of the Downtown Plan, within the South of Market Area Plan. These amendments will adjust these boundaries to incorporate the project site within the Downtown Plan. The amendment will also correct an error in the Eastern Neighborhoods Area Plan maps, which erroneously depict these parcels as being located within the Eastern Neighborhoods boundary even though the parcels were not included in the implementing ordinances. In addition, the amendments will indicate the rezoned heights proposed for the property, and will refer to the SUD associated with the project for guidance on specific controls for height, bulk, and tower separation. It should be noted that the parcel located at the northwest corner of Howard and Fifth Streets (194-198 Fifth Street, Lot 7 in Assessor's Block 3725), containing a five-story building with residential uses and "The Chieftain" bar at the ground floor, is not a part of the 5M Project site and would not be affected by these amendments. The specific exhibits to be amended are as follows:

- Downtown Plan Map 1 ("Downtown Land Use and Density Plan"): Amend boundaries of the Downtown Plan to incorporate the southeast portion of the project site, identify the land use designation as C-3-S, and add notes to refer to the Fifth and Mission Special Use District.
- Downtown Plan Map 5 ("Proposed Height and Bulk Districts"): Reclassify height and bulk limits within the project site to conform to heights proposed by associated zoning changes.
- Downtown Plan Figure 2 ("Bulk Limits"): Add reference to SUD.
- Downtown Plan Figure 3 ("Bulk Control Upper Tower Volume Reduction"): Add reference to SUD.
- Downtown Plan Figure 4 ("Separation Between Towers"): Add reference to SUD.

- Urban Design Element Map 4 ("Urban Design Guidelines for Height of Buildings"): Add reference to SUD.
- Urban Design Element Map 5 ("Urban Design Guidelines for Bulk of Buildings"): Add reference to SUD.
- South of Market Area Plan Map 2 ("Generalized Land Use Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 3 ("Density Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 5 ("Height Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 7 ("Open Space and Pedestrian Network Map"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.

DESIGN FOR DEVELOPMENT (D4D)

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

Height/Massing

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

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

  - Maximum Horizontal Length: 160 feet
  - Maximum Diagonal Dimension: 190 feet
  - Maximum Floor Size: 20,000 square feet
  - Maximum Average Floor Size: 17,000 square feet

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

  - Maximum Horizontal Length: 130 feet
  - Maximum Diagonal Dimension: 160 feet
  - Maximum Floor Size: 17,000 square feet

- Maximum Average Floor Size: 12,000 square feet

- **N1:** The "N1" building (fronting on Fifth Street between Minna and Natoma Streets) is a residential tower with a roof height of 450 feet, with rooftop features allowed up to a height of 470 feet. This building would also comply with the existing "-S" bulk controls of the Planning Code, as discussed above for the M2 parcel. However, the "lower tower" controls would apply between the 103-foot base up to a height of 280 feet, and the "upper tower" controls would apply above the lower tower to the maximum height of 450 feet. As with the "M2" building, the base height would be permitted to fluctuate by 10 percent.

- **H1:** The "H1" building (bounded by Fifth, Howard, Mary, and Natoma Streets) is an office tower with a roof height of 365 feet, with rooftop features allowed up to a height of 395 feet. The bulk controls are intended to allow larger, more flexible floorplates to serve a variety of office tenants, while providing design controls that minimize the apparent bulk that results from the larger floorplates. The tower would have a maximum base height of 145 feet. Above this base, the tower would be expressed as two massings that would read as distinct, but connected buildings. Each individual massing would be subject to specific bulk controls. Between the base and a height of 230 feet (the "lower tower"), the following bulk controls would apply:

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

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

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

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

Tower Separation

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

Architectural Expression

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

Open Space

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

- **North Mary Street:** Mary Street is an existing alley which is accessible to vehicles and runs through the project site between Mission and Howard Streets. The D4D describes that the northerly portion of Mary Street (between Mission and Minna Streets) would be closed to vehicular traffic, and converted to a pedestrian-only paseo, with upgraded paving, seating, landscaping, and portable and permanent retail uses. The M2 building would be set back from this space, to create a larger paseo than would be provided by utilizing the Mary Street right-of-way alone.

- **Mary Court:** A new publicly-accessible open space measuring approximately 14,600 square feet would be created on the west side of Mary Street between Minna and Natoma Streets (Mary Court West). An additional open space measuring approximately 11,500 square feet would be created on the east side of Mary Street on the same block, separated into two zones which abut the Camelline and Examiner Buildings (Mary Court East). These spaces would have an emphasis on creative and interactive activities. A wide variety of functions and programs are contemplated for these spaces, including seating and passive areas, play spaces, temporary and permanent art installations, farmer's markets, live music, theater and dance performances, and food trucks.

- **Chronicle Rooftop:** The perimeter of the Chronicle Building rooftop would be developed as an approximately 23,000 square foot publicly-accessible elevated open space. The space would include demonstration gardens and "social greenhouses" with lounge seating. It may also include a synthetic turf lawn, water features, and café/food kiosk uses. The rooftop would be accessible during business hours via an elevator from street level.

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

Buildings to be Retained

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

- **Chronicle Building:** The Chronicle Building (901-933 Mission Street) has been altered over the years, however, it retains important cultural and physical significance. The scale of the building creates a dialogue with the Old Mint across Mission Street to the north, and the clock tower serves as an important marker of the intersection of Fifth and Mission Streets. The building will be retained, and a publicly-accessible open space will be added to the roof. The 5M SUD would expressly limit the height on the site to that of the existing building.

- **Examiner Building:** The Examiner Building (110 Fifth Street) was a utilitarian addition to the Chronicle Building that was constructed in 1968. The building would be partially retained, including a portion of the second- and third-floor connector to the Chronicle Building that spans Minna Street. The N1 residential tower would be constructed to the east of the Examiner Building.

- **Camelline Building**: The Camelline Building (430 Natoma Street/49 Mary Street) was originally constructed as a light industrial building, and was subsequently converted into a print shop, then office uses. It retains much of its original ornament, and would continue to be utilized for office uses with no major renovations or alterations contemplated. The building will serve to frame the Mary Court East open space. The 5M SUD would expressly limit the height on the site to that of the existing building.

- **Dempster Building:** The Dempster Building (447-449 Minna Street) is a four-story brick industrial building that is important for its association with commercial and industrial development of the South of Market area following the 1906 Earthquake and Fire. The building would be rehabilitated in accordance with Secretary of Interior Standards, and will add texture and framing to the Mary Court West open space. The 5M SUD would expressly limit the height on the site to that of the existing building.

Ground Floor Activation/Circulation

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

DEVELOPMENT AGREEMENT

The proposed Development Agreement ("DA") between the City and County of San Francisco, project sponsor Forest City, and property owner Hearst Corporation will allow for the development of an approximately 4-acre site bordered generally by Mission, 5th, Howard and Mary Streets. The site is currently home to the offices of the San Francisco Chronicle, a few small existing office buildings, one of

which is vacant, and a collection of surface parking lots. The site has no existing public open space or housing and is underutilized considering its prominent location within the central part of the City.

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

The City and the Developer's commitment to this plan is memorialized in the 5M DA, which must be recommended for approval by the Planning Commission, San Francisco Municipal Transit Agency Board and Arts Commission before final approval by the Board of Supervisors.

Special Use District and Design Controls

As discussed previously, the DA is part of a larger regulatory approvals package that also includes a Planning Code text and map amendments creating an SUD for the project site, a companion D4D Document, conforming General Plan Map amendments (no general plan policy amendments are required), and project entitlements. These design controls have been developed through lengthy discussions with Planning Department staff and community members to ensure that the urban, architectural, and landscape design of the buildings, public realm, and community improvements will be of high quality and appropriate scale, include sufficient open space, and promote public health, safety, and general welfare.

Vested Development Program

The DA gives the Developer the vested right to develop the site during the DA's fifteen-year term. Vested elements consist of: locations and numbers of buildings; land uses and height and bulk limits, including unit count, intensity, and gross square footages; permitted uses; provisions for vehicular access; parking ratios; reservation or dedication of land for public purposes; and provision for construction and maintenance of public improvements. As part of this vesting, project impact fees will not change for the first ten years of the DA. After 10 years, impact fees will be subject to the rates prevailing at the time during the remaining five years of the term.

Specifically, the Developer will have a vested right to develop up to 688 new residential units, 631,000 square feet of new commercial office space and 34,000 square feet of retail use, 49,100 square feet of publicly accessible open space, offsite parking (463 spaces), Class 1 (429 spaces) and Class 2 (66 spaces) bicycle parking. These rights will remain vested during the term of the DA.

Community Benefits

Summary Table

Open space	*1 acre*

Affordable housing	*33%*[1]
Citywide transportation improvements	*$8.8 M*
Downtown Open Space	*$1.5 M*
Childcare	*$760 K*
Schools	*$2.6 M*
Dedication of Dempster Bldg.	*$5.4*
Local transportation improvements	*$3.4 M*
Workforce development	*$1.5 M*
Youth development	*$3.5 M*
Old Mint	*$1 M*
Arts and culture organizations	*$600 K*

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

Derivation of the Community Fee

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

Summary of Community Benefits

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

A. *Public Improvements*

Developer Responsibility: The developer will be responsible for designing, developing and installing all "public improvements" (including roadways, sidewalks, improvements in the public right-of-way, public utilities within the streets, bicycle lanes and paths in the public right of way, off-site intersection improvements including transit improvements on Mission and Fifth Streets) and "community benefits" (public benefits including over one acre of publically accessible open space and the dedication of the Dempster Building for community arts related uses.). The Developer or its successors will be responsible for the maintenance and operation of

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

the privately owned public open space in accordance with the Planning Code and Conditional Use authorizations for the project.

B. *Affordable Housing Program – 33%*

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

a) 58 units @ 50% of AMI provided through 20% on-site affordable in the M-2 residential rental building.

b) 71 units (Funding the local gap for the 100% affordable TNDC site located at 168-186 Eddy Street).

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

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

C. *Citywide Transportation Improvements - $8.8 Million*

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

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

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

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

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

F. *Transportation Sustainability Fee – $3.4 Million*

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

G. *Workforce Development Program - $1.5 Million*

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

H. *Youth Development Program - $3.5 Million*

a) Funds in the amount of $1.5 million shall be contributed to the Mayor's Office of Housing and Community Development for distribution to the Northern California Community Loan Fund ("NCCLF"). These benefits will be implemented within the SOMA impact area (Attachment 1 to the Youth Development Program Exhibit), to develop, renovate, and/or expand facilities or provide technical assistance for youth and family serving organizations.

b) Funds in the amount of $1 million shall be contributed to the Recreation and Park Department for the purpose of funding a portion of the rehabilitation of the Gene Friend Community Center.

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

I. *Old Mint Rehabilitation - $1 Million*

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

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

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

Timing of Community Benefits:

Community benefits and public improvements are tied to each of the buildings within the overall project. Open spaces and other physical improvements are tied to specific buildings and must be completed before that building may receive an occupancy permit. As shown in Exhibit D to the DA, the majority of

the other community benefits are in the form of cash payments from the Developer to the City or another community-based institution. These cash payments are due upon issuance of a building permit for each building within the project.

The timing of the community benefits emphasizes completing the affordable housing program as early as possible. Upon issuance of the building permit for the first of the M-1 or H-1 buildings in the project, the developer will provide $18 million for the Taylor and Eddy Affordable Housing project at 168-186 Eddy Street, as well as transferring the parcel at 967 Mission to the Mayor's Office of Housing and providing a small amount of pre-development funds for that parcel.

SHADOW IMPACTS

Boeddeker Park is a 0.97 acre park located at the corner of Eddy and Jones Streets within the Tenderloin neighborhood. The "L"-shaped park is bordered by Eddy Street to the south, Jones Street to the west, Ellis Street and private buildings to the north, and private buildings to the east. Reopened in 2014 after renovations, the park includes a Clubhouse, outdoor fitness equipment, a walking path, a large lawn, play equipment, and a full-size basketball court. Boeddeker Park is managed by the Recreation and Park Department ("RPD"). The park is fenced and is open daily from 9:00am until 7:00pm. Programming in the Clubhouse is operated by the Boys & Girls Club of San Francisco, Shih Yu-Lang Central YMCA, and Tenderloin Safe Passage and includes exercise, dance, art, organized sports, and spaces available for rent by the public. The majority of the park is open to the public throughout opening hours for active and passive recreational uses.

Section 295 (also known as Proposition K from 1984) requires that the Planning Commission disapprove any building permit application to construct a structure that will cast shadow on property under the jurisdiction of the Recreation and Park Department, unless it is determined that the shadow would not have an adverse impact on park use. In 1989, the Planning Commission and the Recreation and Park Commission adopted criteria for the implementation of Section 295, which included the adopting of Absolute Cumulative Shadow Limits (ACLs) for certain parks in and around the Downtown core, including Boeddeker Park.

A technical analysis, prepared by Environmental Vision, was submitted to the Planning Department on analyzing the potential shadow impacts of a previous iteration of the 5M Project to properties under the jurisdiction of the Recreation and Park Department. The analysis concluded that the 5M Project would cast approximately 6,583 annual square-foot-hours of new shadow on Boeddeker Park, equal to approximately 0.00418% of the theoretically available annual sunlight ("TAAS") on Boeddeker Park. On an annual basis, the Theoretically Available Annual Sunlight ("TAAS") on the Park (with no adjacent structures present) is approximately 157,345,444 square-foot-hours of sunlight. Existing structures currently shade Boeddeker Park 41.59% of the year.

On October 11, 2012, the Planning Commission and the Recreation and Park Commission held a joint public hearing and raised the absolute cumulative shadow limits for seven open spaces under the jurisdiction of the Recreation and Park Department that could be shadowed by likely cumulative development sites in the Transit Center District Plan Area, including Boeddeker Park. The Commissions

further specified that the increased cumulative shadow limits should be dedicated for allocation solely to future development within the Transit Center District Plan area. Therefore, in order for the 5M Project to proceed, the Commissions would need to jointly raise the absolute cumulative shadow limit for Boeddeker Park. In addition, the Planning Commission, upon the recommendation of the Recreation and Park Commission must find that the new shadow would not be adverse to the use of the Park. The Commissions may also consider the public benefits of the 5M Project in making their determination.

Planning Department staff recommends that the Planning Commission find that the new shadow would not be adverse to the use of Boeddeker Park. The increase in shadow is very small, and is concentrated in the passive recreation area and walkways near the northern gate along Ellis Street. The largest portion of the Park, which fronts on Eddy and Jones Streets and contains a playground, multi-purpose court, numerous tables and chairs, and expanses of grassy lawns would not be impacted by shadows from the 5M Project. The new shadows would be cast in the early morning hours, when usage of the park is generally low or prohibited. New shadows would occur during relatively limited spans of the year (from mid-October through late-November, and again from mid-January through late-February). When they occur, the shadows would be fleeting and of relatively short duration, ranging from 5 to 25 minutes, with an average duration of approximately 12 minutes.

ENTITLEMENTS FOR SPECIFIC BUILDINGS

Conditional Use Authorizations

The Project Sponsor is requesting Conditional Use Authorizations for the following buildings within the Project:

- "M-1 Building" (existing Chronicle Building fronting on Mission and Fifth Streets): Existing building contains approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space. The requested Conditional Use Authorization would convert approximately 40,000 square feet of basement storage space to office uses.

- "M-2 Building", fronting on Mission Street: New building containing approximately 288 dwelling units and including 6,800 square feet of retail/active ground floor uses, reaching a roof height of 200 feet.

- "New Examiner Building" (portion of existing building to be retained, spanning Minna Street): Existing building contains approximately 92,100 square feet of office uses. The requested Conditional Use Authorization would demolish roughly the eastern two-thirds of the existing building, including a portion which currently spans Minna Street. The remaining portion of the Examiner Building would contain approximately 21,800 square feet of office uses above the ground floor, and up to 11,800 square feet of ground floor and basement retail space.

- "N-1 Building", fronting on Fifth Street: New building containing approximately 400 dwelling units and 7,300 square feet of retail/active ground floor uses, reaching a roof height of 450 feet.

- H-1 Building, fronting on Howard Street: New building for 593,500 gsf of office uses (including 8,600 square feet of active office space at the ground floor), and 7,100 gsf of neighborhood-serving

retail space. The building would be expressed as two massings that would read as distinct, but connected buildings. The roof form would be articulated at two distinct heights, with a maximum roof height of 365 feet.

Because the existing Dempster and Camelline Buildings would be retained with their current form and uses, no Conditional Use Authorizations are being sought for these buildings.

Office Allocations

The Project Sponsor is requesting an allocation of office square footage under the Annual Office Development Limitation program for the conversion of basement storage space to office uses in the "M-1" building, and for the construction of the new office tower at the "H-1" site. As of September 3, 2015, there exists 1,430,192 square feet of office space available for allocation to office buildings of greater than 49,999 square feet of office space ("Large Buildings") during the current approval period, which ends on October 16, 2015. With the allocation of 593,500 square feet to the H-1 Building (as well as 40,000 square feet to the Chronicle (M-1) Building portion of the 5M Project) of net new office space, a total of 633,500 square feet to the 5M Project, a total of 796,692 square feet of office space would be available for allocation. On October 17, 2015 and October 17 of each succeeding year, an additional 875,000 square feet of office space will become available for allocation to buildings of greater than 49,999 square feet of office space.

It should be noted that, although the individual office allocation being requested for the M-1 site is less than 49,999 square feet, the combined office allocation being requested for the entire 5M Project exceeds the 49,999 square-foot threshold for allocations set aside for Small Buildings under the Annual Office Development Limitation Program. Therefore, all of the new office square footage proposed for the 5M Project would be allocated from the square footage set aside for Large Buildings in the Program.

REQUIRED COMMISSION ACTION

In order for the project to proceed, the Commission must 1) Adopt findings under the California Environmental Quality Act, including findings rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations and Mitigation, Monitoring, and Reporting Program; 2) Adopt Findings of Consistency with the General Plan and Priority Policies of Planning Code Section 101.1; 3) Approve jointly with the Recreation and Park Commission an increase of the absolute cumulative shadow limit for Boeddeker Park; 4) Adopt findings that the net new shadow cast by the project on Boeddeker Park will not be adverse to the use of the park, and to allocate to the Project the absolute cumulative shadow limit for Boeddeker Park; 5) Recommend that the Board of Supervisors approve General Plan Amendments as described above; 6) Recommend that the Board of Supervisors approve a Planning Code Amendments and Zoning Map Amendments as described above; 7) Adopt the proposed Design for Development document for the Project; 8) Recommend that the Board of Supervisors approve the Development Agreement for the Project; 9) Approve Allocations of Office Space under the Annual Office Development Limitation Program (Sections 320-325) for the "H-1" and "N-1" Sites, and 10) Approve Conditional Use Authorizations under Sections 303 and the proposed 5M SUD for the "M-1", "M-2", "Examiner Building", "N-1", and "H-1" Sites.

BASIS FOR RECOMMENDATION

- The project will add office and retail uses that will contribute to the employment base of the City and bolster the viability of the Downtown Core as the center of commerce for the City.
- The Project will add substantial housing opportunities within a dense, walkable urban context.
- The site is currently underutilized, and the addition of ground-floor retail spaces and publicly-accessibly open spaces will enliven the streetscape.
- Public transit (including BART, Muni Metro, and the future Central Subway) and retail services are abundant in the area. Employees and residents would be able to walk or utilize transit to commute and satisfy convenience needs without reliance on the private automobile. This pedestrian traffic will activate the sidewalks and open space areas in the vicinity.
- The Design for Development document will provide specific guidance for the character of the overall project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, transportation improvement, youth and workforce development, and historic preservation.
- The project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION:	**Approval with Conditions**

Attachments:

Draft CEQA Findings, Including Mitigation, Monitoring, and Reporting Program

Draft Conditional Use Authorization Motions:

- M-1 Site
- M-2 Site
- New Examiner Building Site
- N-1 Site
- H-1 Site

Draft Office Allocation Motions:

- M-1 Site
- H-1 Site

Draft Resolution for General Plan Amendments

- Ordinance
- General Plan Maps and Figures to be Amended

Draft Resolution for Height Reclassification, Planning Code Amendment

- Ordinance

Draft Resolution for Development Agreement

- Ordinance
- Draft Development Agreement
- Tracked changes from prior version

Draft Resolution for D4D

- "5M Project - Design for Development", dated September 3, 2015
- Tracked changes from prior version

Shadow Analysis (dated July 3, 2014), and Addendum (dated August 11, 2015)

Block Book Map
Aerial Photograph
Zoning District Map
Correspondence in Opposition to Project
Submittal Package from Project Sponsor:

- Plans for M-1 Site, M-2 Site, New Examiner Building Site, N-1 Site, and H-1 Site
- Illustrative Renderings
- Correspondence in Support of Project

SAN FRANCISCO
PLANNING DEPARTMENT

Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Per Development Agreement

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Planning Commission Draft Motion

CEQA FINDINGS

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS REJECTING ALTERNATIVES AS INFEASIBLE, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING, AND REPORTING PROGRAM, RELATING TO THE APPROVAL OF THE 5M PROJECT ("PROJECT"), AT 925 MISSION STREET (ASSESSOR'S BLOCKS-LOTS: 3725/ 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, 097-100).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project ("5M Project").

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and

several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses). The Project is more particularly described in **Attachment A**.

4. The project sponsor, Forest City Residential Development, Inc., applied for environmental review of the originally proposed project on February 2, 2012. Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the San Francisco Planning Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on January 30, 2013, that solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Planning Department also published an Initial Study on January 30, 2013 (Appendix A to the Draft EIR), which concluded that many of the physical environmental effects of the proposed project would be less than significant, or that mitigation measures, agreed to by the project sponsor and required as a condition of project approval, would reduce significant impacts to a less-than-significant level. The Initial Study concluded that CEQA does not require further assessment of the originally proposed project's less-than-significant impacts which fall into the following topical areas: Biological Resources; Geology and Soils; Greenhouse Gas Emissions; Hydrology and Water Quality; Hazards/Hazardous Materials; Minerals/Energy Resources; and Agriculture and Forest Resources. The Planning Department held a public scoping meeting on February 20, 2013, at 925 Mission Street.

5. During the approximately 30-day public scoping period that ended on March 1, 2013, the Planning Department accepted comments from agencies and interested parties who identified environmental issues that should be addressed in the EIR. On the basis of public comments submitted in response to the NOP and at the public scoping meeting, the Planning Department found that potential areas of controversy and unresolved issues for the proposed project included: provision of affordable housing; increases in traffic congestion and changes to circulation patterns; pedestrian safety; provision of parks and open space; conflicts with existing land uses; and construction period impacts related to transportation, noise, and vibration. Comments received during the scoping process also were considered in preparation of the Draft EIR.

6. Preliminary analysis included in the Initial Study indicated the project site and vicinity are prone to strong winds and that the project as described in the Initial Study could potentially generate hazardous wind conditions. Between March 2013 and July 2013, the proposed project was revised

and its design modified (as part of an iterative process involving real-time wind tunnel analysis) to reduce and avoid potential wind exceedances. In addition, to allow for flexibility to respond to market demands and conditions, the project sponsor identified two potential options for development of the proposed project which that considered a varying mix of residential and office uses (the Office Scheme and the Residential Scheme). These revisions were incorporated into the proposed project as described and evaluated in the Draft EIR (the "Draft EIR Project").

7. The San Francisco Planning Department then prepared the Draft EIR, which describes the Draft EIR Project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the Draft EIR Project. The Draft EIR assesses the potential construction and operational impacts of the Draft EIR Project on the environment, and the potential cumulative impacts associated with the Draft EIR Project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the Draft EIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

8. The Planning Department published a Draft EIR for the project on October 15, 2014, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On October 15, 2014, the Planning Department also distributed notices of availability of the Draft EIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on November 20, 2014, to solicit testimony on the Draft EIR during the public review period. After the Draft EIR hearing, the City's Environmental Review Officer extended the Draft EIR public review period from 45 days to 83 days, ending on January 7, 2015. The public was notified of this extension on the Planning Department's website and through communications to the Planning Commission. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Planning Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email.

9. The San Francisco Planning Department then prepared the Comments and Responses to Comments on DEIR document ("RTC"). The RTC document was published on August 13, 2015, and includes copies of all of the comments received on the Draft EIR and written responses to each comment.

10. During the period between publication of the Draft EIR and the RTC document, the Project was revised in a manner that is substantially similar to the Preservation Alternative identified and analyzed in the Draft EIR, with the exception that the total square footage would be reduced and the mix of uses would be slightly different. Among other changes, the Revised Project would preserve the Camelline Building, a historical resource that had previously been proposed to be demolished, thereby eliminating the Draft EIR Project's significant and unavoidable impacts related to historical resources. The total size of the buildings under the Revised Project are less than either the Office or

Residential Schemes analyzed in the Draft EIR, although the proposed mix of residential and office uses would be more similar to the Office Scheme. These revisions to the Draft EIR Project are described and evaluated in the RTC document. The Revised Project, as described in the RTC document, and as further refined as described in the various proposed approvals described below, is the Project described in these findings.

11. In addition to describing and analyzing the physical, environmental impacts of the revisions to the Project, the RTC document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the Draft EIR. The Final EIR, which includes the Draft EIR, the RTC document, the Appendices to the Draft EIR and RTC document, and all of the supporting information, has been reviewed and considered. The RTC documents and appendices and all supporting information do not add significant new information to the Draft EIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the Final EIR (or any portion thereof) under CEQA. The RTC documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the project sponsor, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

12. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by this Motion No._____, the Commission adopted these findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program, pursuant to CEQA, the CEQA Guidelines and Chapter 31.

13. Also on September 17, 2015, the Planning Commission approved General Plan Amendments, Planning Code Text and Zoning Map Amendments, Conditional Use Authorizations, the Fifth and Mission Design for Development ("D4D") document, raised the absolute cumulative shadow limits for Boeddeker Park in a joint action with the Recreation and Park Commission, allocation of net new shadow within Boeddeker Park, Office Allocations, and a Development Agreement. (See the following Planning Commission Resolutions and Motions: _____, _____, _____, _____, _____, _____, _____, and _____.) The Planning Commission makes these findings and adopts the MMRP as part of each and all of these approval actions.

MOVED that the Planning Commission has reviewed and considered the Final EIR and the record associated therewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as **Attachment A** including a statement of overriding considerations, and adopts the **MMRP**, included

as **Exhibit 1 to Attachment A**, as a condition of approval for each and all of the approval actions set forth in the Resolutions and Motions described above.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____
Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

ATTACHMENT A

5M PROJECT

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS:

FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND STATEMENT OF OVERRIDING CONSIDERATIONS

SAN FRANCISCO PLANNING COMMISSION

September 17, 2015

In determining to approve the 5M Project ("Project"), as described in Section I.A, Project Description, below, the following findings of fact and decisions regarding mitigation measures and alternatives are made and adopted, and the statement of overriding considerations is made and adopted, based on substantial evidence in the whole record of this proceeding and under the California Environmental Quality Act, California Public Resources Code Sections 21000-21189.3 ("CEQA"), particularly Sections 21081 and 21081.5, the Guidelines for implementation of CEQA, California Code of Regulations, Title 14, Sections 15000-15387 ("CEQA Guidelines"), particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Section I provides a description of the project proposed for adoption, project objectives, the environmental review process for the project, the approval actions to be taken and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than-significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different project alternatives and the economic, legal, social, technological, and other considerations that support approval of the project and the rejection as infeasible of alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the actions for the project and the rejection as infeasible of the alternatives not incorporated into the project.

The **Mitigation Monitoring and Reporting Program** ("MMRP") for the mitigation measures that have been proposed for adoption is attached with these findings as **Exhibit 1** to Attachment A to Motion No. _____. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project ("Final EIR") that is required to reduce or avoid a significant adverse impact. The MMRP also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in the MMRP.

These findings are based upon substantial evidence in the entire record before the San Francisco Planning Commission (the "Commission"). The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR" or "DEIR") or the Responses to Comments document ("RTC") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. PROJECT DESCRIPTION, OBJECTIVES, ENVIRONMENTAL REVIEW PROCESS, APPROVAL ACTIONS, AND RECORDS

The Project is a mixed-use development containing approximately 1,697,600 gross square feet ("gsf") of new, renovated and rehabilitated office, residential, retail, cultural, educational uses and 59,500 square feet of open space uses on an approximately four-acre site bounded by Fifth, Mission and Howard Streets and including parcels on both sides of Mary Street to the west. Overall, the Project is proposed to include up to 807,600 gsf of office uses (including active office uses at or below the ground floor), 68,700 gsf of other active ground floor uses (including mezzanine and basement spaces), and 821,300 gsf of residential uses (approximately 690 dwelling units).

During the period between publication of the Draft EIR and the RTC document, the Project was revised in a manner that is substantially similar to the Preservation Alternative identified and analyzed in the Draft EIR, with the exception that the total square footage is reduced and the mix of uses is slightly different. Among other changes, the Project would preserve the Camelline Building, a historical resource that had previously been proposed to be demolished. The total size of the buildings under the Project is less than either the Office or Residential Schemes analyzed in the Draft EIR, although the proposed mix of residential and office uses is more similar to the Office Scheme.

The Project, which is described and analyzed in the RTC document as the "Revised Project", and as further refined as described in the various proposed approvals set forth below in Section I(B), is defined and more particularly described below in Section I.A.

A. Project Description

1. Project Location and Site Characteristics

The Project is proposed on an approximately 4-acre site, which is located at the nexus of the SoMa, Downtown and Mid-Market Street neighborhoods, is roughly bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street and adjacent properties to the west (the "Project site"). The Project site consists of 22 parcels and extends from the southwest quadrant of Fifth and Mission Streets south along Fifth Street to Howard Street, and west along Mission and Howard Streets to approximately the middle of the block. Mary, Minna and Natoma Streets are streets internal to the site.

The Project site is within the vicinity of numerous public transit routes, including Bay Area Rapid Transit ("BART"), San Francisco Municipal Railway ("MUNI"), Golden Gate Transit, and SamTrans routes. Major transit hubs in the vicinity include the Powell Street BART Station, located approximately 750 feet north of the Project site, and the MUNI Central Subway Project, which would extend along the Fourth Street corridor approximately 750 feet east of the Project site. The Central Subway Project is currently under construction and anticipated for completion in 2019.

Currently, the Project site contains eight buildings and seven surface parking lots with a total of approximately 256 parking spaces. The existing buildings on the site provide a total of approximately 317,700 gsf of building space containing office and commercial uses. No housing is located on the site. Office, cultural, and workshop uses are currently accommodated within the existing buildings on the Project site. Current tenants and organizations on the Project site include the San Francisco Chronicle,, Impact Hub, TechShop, SFMade, and Intersection for the Arts, as well as the San Francisco School of Digital Filmmaking ("SFSDF"), Off the Grid (which hosts twice-a-week events on the site), Best Buddies, and Yahoo!.

2. Project Characteristics

The Project is a mixed-use development of new construction, rehabilitated and renovated existing buildings, and open space, constituting up to: 1,697,600 gross square feet (gsf) of building space, including up to: 807,600 gsf of office uses (including active office uses at or below the ground floor), 821,300 gsf of residential uses (approximately 690 dwelling units), 68,700 gsf of other active ground floor uses (including mezzanine and basement spaces), and 59,500 square feet of open space. Associated

infrastructure and accessory vehicle and bicycle parking would also be developed to support these uses. The Project contains seven buildings (three new buildings with heights ranging from 220 to 470 feet, and four retained existing buildings), and two major open space areas, each as described further below. The Project will merge existing parcels on the Project site and re-subdivide the property to accommodate the proposed development program.

Approximately 463 vehicle parking spaces would be provided in up to three subterranean levels. The Project would also change the existing vehicular and pedestrian circulation pattern to enhance pedestrian comfort within the internal streets while facilitating through-movement of vehicular or bicycle traffic to arterial streets.

The Project includes programming elements that are anticipated to include art and cultural events, other public events, and collaborations among businesses and organizations that use the commercial space. Typical events, occurring up to an estimated three times a month, could have attendance of approximately 500 to 750 people, while larger-scale events, occurring approximately twice per year, could have attendance of up to 5,000 people.

Amendments to the San Francisco Planning Code and the San Francisco General Plan are also proposed as part of the Proposed Project. The Planning Code amendments would include amendments to the Zoning Map and would add a Special Use District ("SUD") applicable to the entire Project Site, which would include an overlay of density and uses within the SUD. A Development Agreement is also proposed as part of the Project, as well as adoption of the 5M Design for Development ("D4D"), which contain specific development standards and guidelines.

a. Proposed Buildings

The Project contains seven buildings (three new buildings with heights ranging from 220 to 470 feet, and four retained buildings), each as described below.

i. Building M-1 (Chronicle Building)

The existing 3-story, 50-foot-tall Chronicle Building (901-933 Mission Street) would be renovated including: addition of rooftop open space interior structural and circulation alterations necessitated by the addition of the rooftop open space area and the demolition of a portion of the existing two-story above-ground connector between the Chronicle Building and the San Francisco Examiner Building; and other interior and exterior alterations.

The renovated Chronicle Building include up to approximately 170,700 gsf of office space, 1,100 gsf of ground floor retail use and 3,400 gsf of lobby/core space. A rooftop area would provide approximately

23,000 square feet of privately -owned publicly- accessible open space (provided to meet, in part, open space requirements for proposed residential buildings)

ii. Building M-2

Building M-2, located west of Building M-1 (Chronicle Building) along Mission Street, is an approximately 20-story, 220-foot-tall, 264,300 gsf building with approximately 250,800 gsf of residential space (288 units) above approximately 13,500 gsf of active ground floor uses composed of 6,800 gsf of active retail space and 6,700 square feet of lobby/core and building services. Three existing surface parking lots would be removed for construction of this building.

iii. Building N-1

Building N-1 is located south of Building M-1 (Chronicle Building) and east of the existing Examiner and Camelline Buildings. It is a 45-story, approximately 470-foot-tall, 583,700 gsf building. The ground floor would contain approximately 13,200 gsf of active ground floor uses (composed of 7,300 gsf of active ground floor retail space and 5,900 gsf of lobby/core and building services space). The remaining floors would contain 570,500 gsf of residential uses (up to 400 units).

iv. Examiner Building

The eastern approximately two-thirds of the existing 92,100-square-foot Examiner Building (110 Fifth Street) and of the approximately 14,800-square-foot above-ground connector over Minna Street between the Examiner Building and Building M-1 would be demolished, with the remainder of the Examiner Building and above-ground connector retained. The exterior and interior of the remaining, post-demolition Examiner Building would be renovated.

After partial demolition and renovation, the Examiner Building would be three stories and 50 feet tall, and include 34,900-gsf building with 21,800 gsf of office use above the ground floor (including 7,000 gsf of office use within the remaining portion of the above-ground connector), 11,800 gsf of active ground floor and basement retail space, and 1,300 gsf of lobby/core space.

v. Camelline Building

The existing Camelline Building, located at 430 Natoma Street, would be retained for continued use as a 9,600-gsf office building.

vi. Dempster Printing Building

The existing four-story, 12,000 gsf Dempster Printing Building, located at 447 Minna Street would be rehabilitated for office uses. Renovation would include alterations to the interior of the structure, removal

of a non-historic bathroom addition on the south elevation of the building, and potentially an exterior envelope seismic retrofit. No vertical addition to the structure is proposed.

vii. Building H-1

Building H-1, located south of Building N-1 and the Examiner Building on the northwest quadrant of Fifth and Howard Streets, is an approximately 25-story, 395-foot-tall, 617,900 gsf building with 584,900 gsf of office space above the ground floor, 33,000 gsf of active ground floor and mezzanine space (including 7,100 gsf of retail and 8,600 gsf of office uses, and 17,300 gsf of lobby/core and building services space). Construction of Building H-1 would require the demolition of a surface parking lot and the Zihn Building (190 Fifth Street).

b. Publicly Accessible Open Space and Public Realm Improvements

The Project would provide privately-owned publicly-accessible open space as part of the larger program of public realm improvements that would occur throughout the Project site. The public realm includes traditional publicly accessible spaces that, together, meet Planning Code requirements for commercial open space and residential open space.

i. Project Open Space

The Project includes a total of approximately 59,500 gsf of open space and landscaped areas, including 49,100 gsf of privately owned publicly accessible open space, an additional 3,200 gsf of landscaped areas consisting of pedestrian improvements to North Mary Street and South Mary Street, and 7,200 gsf of private residential open space. Open space on the site is allocated as follows:

- Chronicle Rooftop: 23,000 gsf of privately owned, publicly accessible open space;
- Mary Court West: 14,600 gsf of privately owned, publicly accessible open space;
- Mary Court East: 11,500 gsf of privately owned, publicly accessible open space;
- Building M-2 Terrace: 3,600 gsf of private open space for Project residents;
- Building N-1 Terrace: 3,600 gsf of private open space for Project residents; and
- 3,200 gsf of landscaped areas consisting of pedestrian improvements to North Mary Street and South Mary Street.

These spaces are included in the above total open space calculation.

ii. Public Rights of Way/Open Space Connections

The Project would modify the on-site circulation pattern. Mary Street, between Mission and Minna Streets, would be converted to a pedestrian-only alley (referred to as the North Mary Pedestrian Alley) that would be closed to vehicle and bicycle traffic. Mary Street, between Minna and Howard Streets would be converted to a shared public way.

Building H-1 would also contain an approximately 11,000 square foot private terrace at the transition from the base to the tower (approximately the 10th floor) that is not included in the above total open space calculation.

c. Access, Circulation and Parking

i. Vehicular Access, Circulation and Parking

Primary changes to the site's vehicular circulation patterns would occur on Mary Street. The northern segment of existing Mary Street, between Mission and Minna Streets, would be closed to vehicular traffic and converted to a pedestrian alleyway. The central and southern segments of Mary Street, between Minna and Howard Streets, would be converted to shared public ways (public rights-of-way designed for pedestrian use that also permit vehicles and bicycles to share the space).

The Project site currently contains seven surface parking lots with a total of approximately 219 parking spaces accessed from Mission, Minna, Mary, Natoma, Howard, and Fifth Streets. The existing surface parking lots would be eliminated and the space would be developed with the Project. The Project would provide a maximum of 463 vehicle parking spaces in subterranean parking garages.

ii. Bicycle Parking

The Project would provide 429 Class 1 bicycle parking facilities and 66 Class 2 bicycle racks. Class 1 bike parking facilities could be located on the ground floor or first basement level of Project buildings, and Class 2 bike parking facilities would be located throughout the Project site.

d. Transportation Demand Management Plan

The Project includes a transportation demand management ("TDM") plan, which is described in Exhibit G, Transportation Program, to the Development Agreement for the Project. The TDM Plan identifies TDM measures for reducing estimated one-way vehicle trips, and establishes numeric goals associated therewith. Exhibit G to the Development Agreement establishes monitoring and reporting requirements for compliance with the proposed TDM measures.

e. Construction

Project timing would be dictated by the market and demand for space, and may consist of concurrent construction of multiple buildings, with initial construction commencing at approximately the end of 2016. Although no specific construction schedule is required or currently proposed, for purposes of environmental review, the timing of Project construction is analyzed as follows:

- Demolition of four existing buildings located at 910, 912, and 924–926 Howard Street, and 190 Fifth Street;
- Construction of Building M-2;
- Construction of Building H-1;
- Renovation and rehabilitation of Building N-3 (Dempster Printing Building).
- Demolition of the eastern two-thirds (approximately) of the existing Examiner Building at 110 Fifth Street, and concomitant partial demolition of the existing two-story pedestrian connector between the Chronicle and Examiner Buildings;
- Renovation of the interior layout of Building M-1 (Chronicle Building); and
- Construction of modifications to Examiner building and connector, and Building N-1;

Project construction is expected to entail the use of a mix of construction equipment typical of large development projects, including bulldozers, jackhammers, and graders. To the extent that pile driving would otherwise be required, anticipated alternative methods include drilled steel piles or auger-cast piles.

B. Project Objectives

According to the project sponsor, the proposed project is intended to provide a distinct mixed-use development with office, retail, residential, cultural, educational, and open space uses focused on supporting and retaining the next generation of the region's knowledge-based technology industry in San Francisco, and on providing a shared district for uses such as co-working, media, arts, and smallscale urban manufacturing. The project sponsor's key objectives are to:

- Develop a mixed-use project containing residential, commercial, and flexible retail/office/cultural/educational space in Downtown San Francisco.
- Leverage the site's central location and close proximity to major regional and local public transit by building a dense mixed-use project that allows people to work and live close to transit.
- Develop buildings in a manner that reflects the project's location at the intersection of the Downtown core and South of Market Area (SoMa) through urban design features such as incorporating heights and massing at varying scales; orienting tall buildings toward the Downtown core; maintaining a strong streetwall along exterior streets; and utilizing midrise buildings to provide appropriate transitions to larger buildings.

- Create a dense commercial center that includes floorplates large enough to provide the flexible and horizontally-connected workplaces through a continuum of floorplate sizes for a range of users; substantial new on-site open space; and sufficient density to support and activate the new ground floor uses and open space in the project.
- Help meet the job creation goals established in the City's Economic Strategy1 by generating new employment opportunities in the knowledge economy and stimulating job creation across all sectors.
- Construct high-quality housing with sufficient density to contribute to 24-hour activity on the project site while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents.
- Facilitate a vibrant, interactive ground plane for project and neighborhood residents, commercial users, and the public, with public spaces that can accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as transparent building frontages and large, direct access points to maximize circulation between and cross-activation of interior and exterior spaces.
- Establish a pedestrian-oriented project with well-designed streets, alleys, and public spaces generally in accordance with the City's Better Streets Plan.
- Retain the Chronicle Building (901-933 Mission Street) and Dempster Printing Building (447–449 Minna Street) as cultural markers on the site.
- Promote sustainability at the site, building, and user level by incorporating Leadership in Energy and Environmental Design (LEED) or equivalent sustainability strategies.

C. Environmental Review

The environmental review for the Project is described in Planning Commission Motion _____, to which this Attachment A is attached.

D. Approval Actions

The Project requires the following approvals:

1. Planning Commission Approvals

- Certification of the EIR.
- Recommendations to the Board of Supervisors to approve *General Plan* Amendments.
- Recommendations to the Board of Supervisors to approve Zoning Map and Planning Code text amendments, including create an SUD for the Project site, reclassifying parcels with existing RSD zoning to the C-3-S District, amending height and bulk classifications, as well as other proposed amendments.

- Approval of the Fifth and Mission Design for Development ("D4D") document.
- Conditional Use Authorization(s) for compliance with SUD/D4D (in place of Planning Code Section 309 Determination of Compliance), for buildings (and related improvements) within the Project site.
- Raising of the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with the **Recreation and Park Commission**).
- Approval of Allocation of net new shadow on Boeddeker Park.
- Authorization of office space under Proposition M of the Planning Code.
- Recommendation to approve a Development Agreement under Administrative Code Chapter 56, addressing issues such as project vesting, fees and exactions and other public benefits.

2. Historic Preservation Commission Actions

- Permit to Alter (Planning Code Article 11), as needed, for potential exterior seismic retrofit/rehabilitation of the Dempster Printing Building.

3. Arts Commission Actions

- Consent to Arts Program of Development Agreement (for use of fees for capital improvements and programming).

4. Board of Supervisors Actions

- Affirm EIR certification (if necessary on appeal).
- Approval of General Plan, Zoning Map, and Planning Code text amendments.
- Approval of development agreement.
- Approval of sidewalk widening legislation.
- Approval of Major Encroachment Permit(s).

5. Other – Local Agencies or Departments

Implementation of the proposed Project will require consultation with or approvals by various City agencies or departments, including, but not limited to, the following:

a. San Francisco Planning Department

- Approval of General Plan referral(s) associated with the subdivision maps and other street improvement approvals where required under Charter Section 4.105.

b. San Francisco Department of Public Works.

- Approval of parcel mergers and new subdivision maps.
- Recommendation of approval of Major Encroachment Permits.
- Recommendation of approval of sidewalk widening legislation.
- Authorization of street tree removal.

c. San Francisco Department of Building Inspection

- Approval of site/building permits and demolition permits.

d. San Francisco Municipal Transportation Agency

- Approval of pedestrian-only segments of Mary Street.
- Approval of left turn restriction from Fifth Street (northbound) onto Minna Street (westbound).
- Consent to Transportation Program of Development Agreement.

E. Findings About Significant Environmental Impacts and Mitigation Measures

The following Sections II, III and IV set forth the findings about the determinations of the Final EIR regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide written analysis and conclusions regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted as part of the Project.

In making these findings, the opinions of the Planning Department and other City staff and experts, other agencies and members of the public have been considered. These findings recognize that the determination of significance thresholds is a judgment within the discretion of the City and County of San Francisco; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and City staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, are hereby ratified, adopted and incorporated in these

findings, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the mitigation measures set forth in the Final EIR and the attached MMRP are hereby adopted and incorporated to substantially lessen or avoid the potentially significant impacts of the Project. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is nevertheless hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the numbers contained in the Final EIR.

In Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance are the conclusions of the Final EIR, or the mitigation measures recommended in the Final EIR for the Project being rejected.

F. Location and Custodian of Records.

The public hearing transcripts and audio files, a copy of all letters regarding the Final EIR received during the public review period, the administrative record, and background documentation for the Final EIR are located at the Planning Department, 1650 Mission Street, San Francisco. The Planning Commission Secretary, _____, is the custodian of records for the Planning Department and the Planning Commission.

II. IMPACTS FOUND NOT TO BE SIGNIFICANT AND THUS DO NOT REQUIRE MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the Final EIR and based on the evidence in the whole record of this proceeding, it is hereby found that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use

- Impacts LU-1a and LU-1b: The Project would not physically divide an existing community.

- Impacts LU-2a and LU-2b: The Project would not conflict with applicable land use plans, policies or regulations adopted for the purpose of avoiding or mitigating an environmental effect.
- Impacts LU-3a and LU-3b: The Project would not have a substantial impact on the existing character of the site's vicinity.
- Impact C-LU-1: The Project, in combination with past, present and reasonably foreseeable future projects in the vicinity of the site, would not contribute to a considerable cumulative land use impact.

Population, Employment and Housing

- Impacts PH-1a and PH-1b: The Project would not substantially induce population growth, either directly or indirectly.
- Impacts PH-2a and PH-2b: The Project would not displace substantial numbers of existing housing units or create demand for additional housing, necessitating the construction of replacement housing.
- Impact C-PH-1: The Project, in combination with past, present, and reasonably foreseeable future projects, would not induce substantial population growth either directly or indirectly, displace substantial numbers of exiting units, or create demand for additional housing, necessitating the construction of replacement housing.

Cultural Resources

- Impact CP-1: The Project would not cause a substantial adverse change in the significance of a historical resource due to: 1) the demolition of a total of four buildings at 190 Fifth Street, 910 Howard Street, 912 Howard Street, and 924-926 Howard Street, as well as approximately two-thirds of the Examiner Building (110 Fifth Street) and partial demolition of the two-story pedestrian connector between the Chronicle and Examiner Buildings, which are not considered historical resources.
- Impact CP-6: The Project would not cause a substantial adverse change in the significance of historical resources through use of building materials or wall treatments that are incompatible with adjacent historical resources, including the Chronicle Building, and 194-198 Fifth Street and 934 Howard Street, Category B potential historical resources that are adjacent to the proposed Project.
- Impact C-CP-1: The Project would not demolish the Camelline Building at 430 Natoma Street, a historical resource under CEQA and thus will not make a cumulatively considerable contribution to a significant impact.

Transportation and Circulation

- Impact TR-2: The Project would have less-than-significant impacts at 17 study intersections under Existing plus Project conditions:
    - Fourth/Mission
    - Fifth/Mission
    - Fifth/Minna
    - Fifth/Howard
    - Fifth/Folsom
    - Sixth/Market
    - Sixth/Mission
    - Sixth/Minna
    - Sixth/Natoma
    - Sixth/Howard
    - Sixth/Harrison
    - Fourth/Market/Stockton
    - Fourth/Folsom
    - Fifth/Market
    - Fifth/Natoma
    - Fifth/Harrison
    - Fifth/Bryant
- Impact TR-3: The garage operations of the Project would not result in substantial conflicts that would adversely affect traffic, transit, bicycle, and pedestrian operations.
- Impact TR-4: The Project would not result in a substantial increase in transit demand that could not be accommodated by adjacent Muni transit capacity; nor would it cause a substantial increase in delays or costs such that significant adverse impacts to Muni transit service could occur.
- Impact TR-5: The Project would not result in a substantial increase in transit demand that could not be accommodated by regional transit capacity; nor would it cause a substantial increase in delays or costs such that significant adverse impacts to regional transit service could occur.
- Impact TR-6: The Project would not result in potentially hazardous conditions for bicyclists, or otherwise substantially interfere with bicycle accessibility to the site and adjoining areas.
- Impact TR-8: The loading demand of the Project would be accommodated within the existing and proposed on-street and off-street loading spaces, and would not create potentially hazardous conditions or significant delays for traffic, transit, bicyclists or pedestrians.
- Impact TR-9: The Project would not result in significant impacts on emergency vehicle access.
- Impact C-TR-2: The Project, combined with past, present, and reasonable foreseeable future projects, would not result in a considerable contribution to significant cumulative traffic impacts at eight study intersections that would operate at LOS E or LOS F under 2040 Cumulative

conditions, and would result in less-than-significant cumulative impacts at four study intersections that would operate at LOS D or better under 2040 Cumulative conditions.

- Impact C-TR-3: The Project, combined with past, present, and reasonable foreseeable future projects, would not result in a considerable contribution to significant 2040 Cumulative transit impacts at Muni screenlines.
- Impact C-TR-4: The Project, combined with past, present, and reasonable foreseeable future projects, would result in less-than-significant regional transit impacts on AC Transit, Caltrain, Golden Gate Transit, SamTrans and other regional ferry service under 2040 Cumulative conditions.
- Impact C-TR-5: The Project, combined with past, present, and reasonable foreseeable future projects, would result in less-than-significant cumulative bicycle impacts.
- Impact C-TR-6: The Project, combined with past, present, and reasonable foreseeable future projects, would result in less-than-significant cumulative pedestrian impacts.
- Impact C-TR-7: The Project, combined with past, present, and reasonable foreseeable future projects, would result in less-than-significant cumulative loading impacts.
- Impact C-TR-8: The Project, combined with past, present, and reasonable foreseeable future projects, would result in less-than-significant cumulative emergency vehicle access impacts.

Noise

- Impact M-NO-5: The Project would not expose people to excessive groundborne vibration or groundborne noise levels and the Project's new residential uses would not be substantially affected by existing vibration levels.
- Impact C-NO-2: Operation of the Project in combination with other past, present, and reasonably foreseeable future projects in the vicinity would not result in a significant cumulative permanent increase in ambient noise levels in the project vicinity above levels without the project.

Air Quality

- Impact AQ-1: Construction of the Project would generate fugitive dust and criteria air pollutants, but would not violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- Impact AQ-2: During Project operations, the Project would not result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- Impact AQ-5: The Project would not conflict with implementation of the Bay Area 2010 Clear Air Plan.

- Impact AQ-6: The Project would not create objectionable odors that would affect a substantial number of people.
- Impact C-AQ-1: The Project, in combination with past, present, and reasonably foreseeable future development in the project area would not contribute to cumulative regional air quality impacts.

Wind and Shadow

- Impacts WS-1a and WS-1b: The Project would not alter wind in a manner that substantially affects public areas within the vicinity of the Project site.
- Impact WS-2a and WS-2b: The Project would create new shadow that would not adversely affect outdoor recreation facilities or other public areas within the project site vicinity.
- Impact C-WS-1: The Project, in combination with past, present, and reasonably foreseeable future projects, would not alter wind in a manner that substantially affects public areas within the vicinity of the project site.
- Impact C-WS-2: The Project, in combination with past, present, and reasonably foreseeable future projects, would not create new shadow that could adversely affect outdoor recreation facilities or other public areas within the project site vicinity.

Public Services and Recreation

- Impacts PS-1a and PS-1b: The increased employed and residential population associated with the Project would not increase demand for fire services to an extent that would result in substantial adverse impacts associated with the construction or alteration of facilities to provide such services.
- Impacts PS-2a and PS-2b: The increased employed and residential population associated with the Project would not increase demand for police services to an extent that would result in substantial adverse impacts associated with the construction or alteration of facilities to provide such services.
- Impacts PS-3a and PS-3b: The increased employed and residential population associated with the Project would not increase demand for park and open space service to an extent that would result in substantial adverse impacts associated with the construction or alteration of facilities to provide such services.
- Impacts PS-4a and PS-4b: The increased employed and residential population associated with the Project would not increase the use of existing neighborhood parks or other recreational facilities, such that substantial physical deterioration of the facilities would occur or be accelerated.
- Impacts PS-5a and PS-5b: Construction of open space and recreational facilities associated with the Project would not result in a significant effect on the environment.

- Impacts PS-6a and PS-6b: The Project would not physically degrade existing recreational facilities.
- Impacts PS-7a and PS-7b: The Project would not increase demand for library services to an extent that would result in substantial adverse impacts associated with the construction or alteration of facilities to provide such services.
- Impact C-PS-1: The Project, combined with past, present, and reasonable foreseeable future projects, would not result in adverse physical impacts associated with the provision of, or need for, new or physically altered governmental facilities, the construction of which could cause significant environmental effects, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection, police protection, parks, and library services.
- Impact C-PS-2: The Project, combined with past, present, and reasonable foreseeable future projects, would not contribute to cumulative effects related to recreational resources.

Utilities and Service Systems

- Impacts UT-1a and UT-1b: Implementation of the Project would not require new or expanded water supply resources or entitlements or require construction of new water treatment facilities.
- Impacts UT-2a and UT-2b: Implementation of the Project would not require the construction of new water delivery infrastructure to serve the Project, the construction of which could cause significant environmental effects.
- Impacts UT-3a and UT-3b: Implementation of the Project would not exceed treatment requirements of the Regional Water Quality Control Board and would not require or result in the construction of new stormwater or wastewater facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.
- Impacts UT-4a and UT-4b: Implementation of the Project would not increase demand for electricity and natural gas to an extent that the demand for these resources would substantially increase, requiring the construction of new facilities.
- Impact C-UT-1: The Project, combined with past, present, and reasonable foreseeable future projects, would not result in adverse physical impacts associated with utilities and service systems.

Growth Inducement

- The Project would not result in adverse growth inducement.

Light and Glare (Initial Study analysis as updated in DEIR)

- The Project would have a less-than-significant impact related to light and glare.

Agricultural and Forest Resources (Initial Study)

- The Project site and vicinity are located within an urban area in the City of San Francisco, and there would be no impacts to agricultural and forestry resources.

Biological Resources (Initial Study)

- The Project would not result in any significant effect with regard to biological resources.

Geology and Soils (Initial Study)

- The Project would not result in any significant effects with regard to geology and soils.

Greenhouse Gas Emissions (Initial Study)

- The Project would not result in any significant impacts with respect to greenhouse gas emissions.

Hazards and Hazardous Materials (Initial Study)

- The Project site is not located within an airport land use plan, or within 2 miles of a public or private airport.
- Concentrations of residual contaminants in the area do not pose a risk to human health or the environment, and that no hazardous materials incidents or violations occurred at the Chronicle or Examiner Buildings.
- The potential for releasing asbestos and lead into the air during renovation and demolition would be reduced to a less-than-significant level by compliance with applicable regulations and procedures in the San Francisco Building Code.
- No schools are located within 0.25 mile of the project site.
- The Project would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- The Project would comply with all applicable Building and Fire Code standards.
- The Project is not expected to contribute to the cumulative release of hazardous materials.

Hydrology and Water Quality (Initial Study)

- The Project would not result in any significant impacts to hydrology or water quality.

Mineral and Energy Resources (Initial Study)

- The Project would not result in any significant impacts related to mineral and energy resources.

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the Final EIR. These findings discuss mitigation measures as identified in the Final EIR for the Project. The full text of the mitigation measures is contained in the Final EIR and in Exhibit 1, the Mitigation Monitoring and Reporting Program. The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the Final EIR, included in the Project, or imposed as conditions of approval and set forth in Exhibit 1.

This Commission recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies. The Commission urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Cultural Resources

Impact CP-2: The Project could cause a substantial adverse change in the significance of a historical resource (including three historical resources within the Project site (Chronicle Building, Dempster Printing Building, and Camelline Building) and six historical resources in the immediate vicinity of the project area (936 Mission Street, 951-957 Mission Street, 194-198 Fifth Street, 88 Fifth Street, 66 Mint Street and 959-965 Mission Street) due to below-grade excavation and foundation work, the demolition of four buildings, new building framing, and associated ground borne vibrations.

Construction of subterranean parking and foundations would be undertaken as part of the Project and would require below-ground excavation. In addition, removal of existing buildings and pavement could produce intermittent, substantial vibration over the course of several weeks. Additional impacts depend on the method of construction employed, such as mat slab construction, which would not generate excessive vibration levels, or impact pile driving, which could produce considerable vibration.

Given their proximity to proposed new construction, the following buildings may be susceptible to significant ground vibration generated by construction of the proposed Project: the Chronicle Building (901-933 Mission Street), the Dempster Printing Building (447-449 Minna Street), the Camelline Building (430 Natoma Street), the Land Hotel/Chronicle Hotel building (936 Mission Street), the Ford Apartments/Mint Mall building (951-957 Mission Street), the Chieftain or McVeigh building (194-198

Fifth Street), the Old Mint building (88 Fifth Street), the Provident Loan Association building (66 Mint Street), and the California Casket Co. building (959-965 Mission Street).

Mitigation Measure M-CP-2a: Existing Conditions Study, Monitoring, and Repair

Mitigation Measure M-CP-2b: Groundbourne Vibration Monitoring and Compliance with Threshold Levels

Mitigation Measure M-CP-2c: Shoring and Underpining

Mitigation Measure M-CP-2d: Historic Resources Construction, Demolition, Monitoring, and Reporting Training

With implementation of Mitigation Measures M-CP-2a through M-CP-2d, the Commission finds that, for the reasons set forth in the FEIR, this impact will be reduced to a less-than-significant level.

Impact CP-3: The Project [could] cause a substantial adverse change in the significance of a historical resource due to potential exterior modifications to the Camelline Building (430 Natoma Street), a historical resource under CEQA.

Unlike the Office and Residential Schemes analyzed in the Draft EIR, the Project would not demolish the Camelline Building (430 Natoma Street), which is a historical resource under CEQA. Instead, the existing Camelline Building would be retained and continue to be used as a 9,600 square foot office building.

No renovation of the Camelline Building is proposed as part of the Project. However, in the event modification of the Camelline Building exterior is proposed in the future, inappropriate renovation would have the potential to cause a substantial adverse change in the building's historical significance by materially altering in an adverse manner those character-defining features that convey its historical significance.

Mitigation Measure M-CP-3: Compliance with the Secretary of the Interior's Standards for Rehabilitation

With implementation of Mitigation Measure M-CP-3, the Commission finds that, for the reasons set forth in the FEIR, Impact CP-3 will be reduced to a less-than-significant level.

Impact CP-4: The Project would result in actions that could cause a substantial adverse change in the significance of the Chronicle Building (901-933 Mission Street), a historical resource under CEQA. These actions would (1) partially demolish the non-historic two-story above-grade pedestrian connector between the Chronicle and Examiner Buildings; 2) develop open space on the rooftop of the

Chronicle Building; and (3) rehabilitate the Chronicle Building, which could endanger its historic status.

Conversion of the Chronicle Building's rooftop to open space to include the proposed greenhouse and one-story café/food kiosk could result in a substantial adverse change to a historical resource. Additionally, inappropriate exterior modification of the Chronicle Building has the potential to cause a substantial adverse change in the building's historical significance by materially altering in an adverse manner those character-defining features that convey its historical significance.

Mitigation Measure M-CP-4a: Compliance with the Secretary of the Interior's Standards for Rehabilitation

Mitigation Measure M-CP-4b: Setback Requirements for Greenhouses and Kiosk Rooftop Additions

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measures M-CP-4a and M-CP-4b would reduce Impact CP-4 to a less-than-significant level.

Impact CP-5: The Project could cause a substantial adverse change in the significance of a historical resource by rehabilitating the Dempster Printing Building at 447-449 Minna Street, which could endanger the building's historic status.

Inappropriate rehabilitation of the Dempster Printing Building has the potential to cause a substantial adverse change in the building's historical significance by materially altering in an adverse manner those character-defining features that convey its historical significance.

Mitigation Measure M-CP-5:Compliance with the Secretary of the Interior's Standards for Rehabilitation

The Commission finds that, for the reasons set forth in the FEIR, implementation of Mitigation Measure M-CP-5 would reduce Impact CP-5 to a less-than-significant level.

Impact CP-7: The Project could cause a substantial adverse change in the significance of an archaeological resource because it would require excavation for building demolition, pavement removal, and construction of underground parking.

The Project has the potential to cause a substantial adverse change to subsurface archaeological resources by adversely affecting the information potential of these resources. The partial or total destruction of archaeological resources by the Project would impair the ability of such resources to convey important scientific and historical information.

Mitigation Measure M-CP-7: Archaeological Testing, Evaluation, Data Recovery and Monitoring

The Commission finds that, for the reasons set forth in the EIR, implementing Mitigation Measure M-CP-7 would reduce Impact CP-7 to a less-than-significant level.

Impact CP-8: The Project could indirectly destroy a unique paleontological resource due to excavation activities.

Project ground-disturbing activities would require excavation to a maximum depth of approximately 45 feet below the existing ground surface to allow for construction of subterranean parking. The Colma Formation, which underlines the project site at an approximate depth of 30+ feet, is known to contain significant vertebrate fossils of extinct species. Disturbance of these fossils could impair their ability to yield important scientific information, a potentially significant impact.

Mitigation Measure M-CP-8: Paleontological Resources Monitoring and Mitigation Program

The Commission finds that, for the reasons set forth in the FEIR, that implementing Mitigation Measure M-CP-8 would reduce Impact CP-8 to a less-than-significant level.

Impact CP-9: The Project could disturb human remains, due to excavation activities.

Project ground-disturbing activities could encounter significant prehistoric archaeological deposits on the surface of the Colma Formation, which is estimated to underlie the project at approximately 30 feet below the existing ground surface. Prehistoric archaeological deposits, particularly residential sites and shell mounds, may contain human remains interred outside of formal cemeteries. Disturbance of such remains would result in a significant impact.

Mitigation Measure M-CP-9: Treatment of Human Remains

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measure M-CP-9 would reduce Impact CP-9 to a less-than-significant level.

Impact C-CP-2: The Project could disturb archaeological resources, paleontological resources, and human remains. Disturbance of these resources and remains, in combination with past, present, and reasonably foreseeable future projects, would make a cumulatively considerable contribution to a significant impact.

The potential disturbance of subsurface cultural resources that may underlie the project site, including archaeological resources, paleontological resources, and human remains, could have a cumulatively significant impact when considered with other past, present, or reasonably foreseeable projects in San Francisco and the Bay Area.

Mitigation Measures M-CP-7, M-CP-8, and M-CP-9

The Commission finds that, for the reasons set forth in the FEIR, implementation of Mitigation Measures M-CP-7, M-CP-8, and M-CP-9 would mitigate this impact to a less-than-significant level.

Transportation and Circulation

Impact TR-7: The Project would result in a significant impact at the east crosswalk and southeast corner of the intersection of Fifth/Mission Streets, but otherwise would not result in substantial overcrowding on public sidewalks, nor create potentially hazardous conditions for pedestrians, or otherwise substantially interfere with pedestrian accessibility to the site and adjoining areas.

During the midday and PM peak hours, the addition of new pedestrian trips to the crosswalk and corners at the adjacent intersections of Fifth/Mission and Fifth/Howard Streets would increase pedestrian crowding at the study locations (e.g., resulting in level of service ("LOS") operating conditions worsening from LOS A to LOS C); however, at most study locations pedestrian conditions would continue to be acceptable, with pedestrian operating conditions at LOS D or better. The exceptions would be at the east crosswalk at the intersection of Fifth/Mission Streets (PM peak hour), and the southeast corner at the intersection of Fifth/Mission Streets (midday and PM peak hours), which would operate at LOS E or LOS F under Existing plus Project conditions.

With the addition of Project-generated pedestrian trips to the sidewalks in the project vicinity, the existing LOS E conditions during the midday and PM peak hours at the southeast corner of the intersection of Fifth/Mission Streets (i.e., the corner adjacent to the Fifth & Mission Garage) would worsen to LOS F conditions during both the midday and PM peak hours, and conditions at the east crosswalk would worsen from LOS C to LOS E during the PM peak hour (during the midday peak hour the east crosswalk would operate at LOS D conditions), and would be considered a significant pedestrian impact.

Mitigation Measure M-TR-7: Sidewalk and Crosswalk Widening

The Commission finds that, for the reasons set forth in the FEIR, implementation of Mitigation Measure M-TR-7 would reduce Impact TR-7 to a less-than-significant level.

Noise

Impact M-NO-1: Construction of the Project would generate noise levels in excess of standards established in the San Francisco General Plan or Noise Ordinance and would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the Project.

The closest off-site sensitive receptors are those land uses located immediately adjacent to the Project boundaries. During demolition and construction activities, if multiple pieces of heavy construction

equipment operate simultaneously within 5 feet of off-site structures, these façades could be exposed to noise levels ranging up to 105 dBA Lmax.Because of the close proximity of nearby off-site sensitive receptors and because residential units may be occupied prior to completion of all phases of construction, general construction noise control measures must be implemented to reduce potential construction noise impacts to a less-than-significant level.

Mitigation Measure M-NO-1: Noise Reduction Program

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measure M-NO-1 would reduce construction noise impacts at sensitive receptor locations to a less-than-significant level.

Impact M-NO-2: Construction of the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

The proposed Project could require methods such as drilled steel piles or auger-cast piles to support the building foundation. Other Project construction activities, including demolition and excavation, would also temporarily generate groundborne vibration in the project vicinity. Construction-related vibration over 0.25 inches/second PPV would trigger a potential structural impact for older or historically significant buildings, and over 80 VdB would be a level where a significant vibration impact could be considered to occur due to human annoyance. The potential for human annoyance would occur over a greater area of impact than the potential for structural damage. Due to the scope of construction and the proximity of the five historical resources, there is a potentially significant impact due to ground borne vibrations from construction.

Mitigation Measure M-NO-2: Implement Mitigation Measures M-NO-1, M-CP-2a, and M-CP-2b.

The Commission finds that, for the reasons set forth in the EIR, implementing Mitigation Measure M-NO-2 would reduce impacts with respect to the generation of excessive groundborne vibration during construction to a less-than-significant level.

Impact M-NO-3: Operation of the Project would generate noise levels in excess of standards established in the San Francisco General Plan or Noise Ordinance and would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the Project.

The Project would introduce additional noise sources to the area, including stationary noise sources such as mechanical equipment (e.g., emergency generators, building heating, ventilation, and air conditioning (HVAC) systems, backup generators, and fire pumps), parking lot activities, roadway traffic noise, and special events.

Mitigation Measure M-NO-3: Noise Control Measures for Stationary Equipment

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measure M-NO-3 would reduce noise impacts associated with new mechanical devices to a less-than-significant level.

Impact M-NO-4: New residential uses and open space uses developed under the Project may be affected by substantial existing noise levels.

The Project would introduce new noise-sensitive residential uses to a densely developed urban neighborhood with elevated ambient noise levels. Since ambient noise measurements indicate that exterior noise levels on the boundaries of the Project site are up to 70 dBA, the proposed new residential uses adjacent to Mission and Fifth Streets could be substantially adversely affected by existing noise levels.

Mitigation Measure M-NO-4: Interior Noise Standards and Acoustical Report

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measure M-NO-4 would reduce noise impacts associated with existing outdoor noise levels to a less-than-significant level.

Impact C-NO-1: Construction of the Project, in combination with other past, present, and reasonably foreseeable future projects in the project vicinity, would result in significant temporary or periodic cumulative increases in ambient noise or vibration levels in the project vicinity above levels existing without the Project.

Construction activity in the vicinity of the Project, including demolition, excavation, and building construction activities, could occur in conjunction with other planned and foreseeable projects.

Mitigation Measure M-NO-1

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measure M-NO-1 would reduce the contribution of the Project to cumulative construction noise impacts to a less-than-significant level.

Air Quality

Impact AQ-3: Construction and operation of the Project would generate toxic air contaminants, including diesel particulate matter, which would expose sensitive receptors to substantial pollutant concentrations.

Site preparation activities, such as demolition, excavation, grading, foundation construction, and other ground-disturbing construction activity would affect localized air quality during the construction phases of the Project. Short-term emissions from construction equipment during these site preparation activities would include directly emitted particulate matter (PM2.5 and PM10) and toxic air contaminants such as diesel particulate matter ("DPM"). Additionally, the long-term emissions from the Project's mobile and stationary sources would include particulate matter (PM2.5 and PM10) and toxic air contaminants such as DPM, and reactive organic gases ("ROGs"). The generation of these short- and long-term emissions could expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants, resulting in a localized health risk.

Mitigation Measure M-AQ-3a: Construction Emissions Minimization, Reporting, Certification Statement and On-site Requirements

Mitigation Measure M-AQ-3b: Diesel Backup Generator and Fire Pump Specifications

The Commission finds that, for the reasons set forth in the FEIR, implementing Mitigation Measures M-AQ-3a and M-AQ-3b would reduce this impact to a less-than-significant level.

Impact AQ-4: The Project could expose onsite sensitive receptors to substantial air pollutant concentrations through generation of and by locating sensitive receptors near sources of toxic air contaminants.

The Project would include development of residential units, which is considered a sensitive land use for purposes of air quality evaluation. The Project site is located in an area that experiences higher levels of air pollution and is within the Air Pollutant Exposure Zone. The Project therefore would have the potential to expose sensitive receptors to substantial concentrations of air pollutants.

Mitigation Measure M-AQ-4: Enhanced Ventilation Measures

The Commission finds that for the reasons set forth in the FEIR, implementing Mitigation Measure M-AQ-4 would reduce this impact to a less-than-significant level.

Impact C-AQ-2: The Project, in combination with past, present, and reasonably foreseeable future development in the project area would contribute to cumulative health risk impacts on sensitive receptors.

The Commission finds that, for the reasons set forth in the EIR, implementation of *Mitigation Measures M-AQ-3a* , which would reduce construction-period emissions, *Mitigation Measure M-AQ-3b*, which would limit diesel generator and fire pump emissions, and *Mitigation Measure M-AQ-4*, which would require that buildings be designed to reduce outdoor filtration of fine particulate matter indoors by 80 percent,

the Project's contribution to cumulative health risk impacts on sensitive receptors would be reduced to a less-than-significant level.

Hazards and Hazardous Materials

Impact HZ-1 (Initial Study): The proposed project could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, or reasonably foreseeable accident conditions involving the release of materials into the environment.

The Phase I ESA identified the Dempster Printing Building (447–449 Minna Street) as uninhabitable due to water intrusion and significant mold impact. Therefore, renovation of the Dempster Printing Building could cause mold to be released into the environment, resulting in potential health risks to construction workers.

Mitigation Measure M-HZ-1: Evaluation of Subsurface Conditions. Evaluation of Mold in Dempster Printing Building.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, where feasible, changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the Final EIR. The Commission finds that the mitigation measures in the Final EIR and described below are appropriate, and that changes have been required in, or incorporated into, the Project, pursuant to Public Resources Code Section 21002 and CEQA Guidelines Section 15091, that may lessen, but do not avoid (i.e., reduce to less-than-significant levels), the potentially significant environmental effects associated with implementation of the Project that are described below. Although all of the mitigation measures set forth in the MMRP, attached as Exhibit 1, are hereby adopted, for some of the impacts listed below, despite the implementation of feasible mitigation measures, the effects remain significant and unavoidable.

The Commission further finds based on the analysis contained within the Final EIR, other considerations in the record, and the significance criteria identified in the Final EIR, that feasible mitigation measures are not available to reduce the some of the significant Project impacts to less-than-significant levels, and thus those impacts remain significant and unavoidable. The Commission also finds that, although mitigation measures are identified in the Final EIR that would reduce some significant impacts, certain measures, as described in this Section IV below, are uncertain or infeasible for reasons set forth below, and therefore those impacts remain significant and unavoidable or potentially significant and unavoidable.

Thus, the following significant impacts on the environment, as reflected in the Final EIR, are unavoidable. But, as more fully explained in Section VIII, below, under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, the Planning Commission finds that these impacts are acceptable for the legal, environmental, economic, social, technological and other benefits of the Project. This finding is supported by substantial evidence in the record of this proceeding.

Transportation and Circulation

Impact TR-1: The Project would result in a significant impact at four study intersections that would operate at LOS E or LOS F (including contributing considerably to existing LOS E or LOS F conditions at one intersection) under Existing plus Project conditions.

In general, the addition of Project vehicle trips during the weekday PM peak hour would result in increases in the average delay per vehicle at the study intersections. At the study intersections of Fourth/Howard, Sixth/Folsom and Sixth/Brannan Streets, the worsening of intersection LOS conditions from LOS D to LOS E or LOS F, and from LOS E to LOS F would be considered a significant impact at these intersections.

Of the eight intersections currently operating at LOS E or LOS F under Existing conditions and that would continue to operate at the same LOS under Existing plus Project conditions, the Project's contributions to the poorly operating critical movements (i.e., the critical movements operating at LOS E or LOS F) would be more than 5 percent at the intersection of Sixth/Bryant Streets, and therefore the contribution of the Project to the overall intersection LOS F conditions at this intersection would be considered considerable, and the Project's impact at this intersection would be considered a significant impact.

Each of the four intersections where the Project would result in significant impacts (i.e., at the intersections of Fourth/Howard, Sixth/Folsom, Sixth/Brannan, and Sixth/Bryant Streets) were reviewed to determine if mitigation measures could reduce the impact to less-than-significant levels or lessen the severity of the Project's contribution to significant impacts. Overall, no feasible mitigation measures were found to mitigate significant impacts for the affected intersections. Generally, additional travel lane capacity would be needed on one or more approaches to the intersection in order to mitigate the LOS E or LOS F intersection operating conditions. The provision of additional travel lane capacity would typically require narrowing of the sidewalks to substandard widths and/or removal of bicycle lanes. These actions would be inconsistent with the transit, bicycle, and pedestrian environment encouraged by the City's Transit First Policy because they would remove space dedicated to pedestrians and bicyclists. Additional improvements, such as changes to the signal timing cycle length and/or green time allocations would not reduce significant impacts to less-than-significant levels. Thus, the identified significant impacts at the

intersections of Fourth/Howard, Sixth/Folsom, Sixth/Brannan, and Sixth/Bryant Streets under Existing plus Project conditions would remain significant and unavoidable.

Impact TR-10: Construction of the Project would result in disruption of nearby streets, transit service, and pedestrian and bicycle circulation.

Concurrent construction of multiple buildings at the Project site over the eight-year buildout period would likely overlap with the construction activity of other projects in the area. The construction activities associated with overlapping projects, and particularly the construction of the Central Subway Moscone Station, would affect access, traffic operations and pedestrian movements. It is anticipated that the construction manager for each project would be required to work with the various departments of the City to develop a detailed and coordinated plan that would address construction vehicle routing, traffic control and pedestrian movement adjacent to the construction area for the duration of the overlap in construction activity. Therefore, given the concurrent construction of multiple buildings on the Project site, expected intensity, and the prolonged construction period, and likely impacts to traffic, transit, and pedestrian and bicycle circulation, construction of the proposed Project would result in significant construction-related transportation impacts.

> *Mitigation Measure M-TR-10: Construction Measures*: *Carpool and Transit Access for Construction Workers, Construction Truck Traffic Management, and Project Construction Updates for Adjacent Businesses and Residents*

Implementation of Mitigation Measure M-TR-10 would minimize the Project's construction-related transportation impacts, and would not result in any secondary transportation-related impacts. However, construction activities would likely result in disruption to traffic, transit, pedestrians and bicyclists for a prolonged period, and, despite implementation of M-TR-10, the Project's construction-related impact would not be reduced to a less-than-significant level. No other feasible mitigation measures that would reduce this impact to a less-than-significant level have been identified. Therefore, this impact would remain significant and unavoidable.

Impact C-TR-1: The Project, combined with past, present, and reasonable foreseeable future projects, would result in a considerable contribution to significant cumulative traffic impacts at six study intersections that would operate at LOS E or LOS F under 2040 Cumulative conditions.

Under 2040 Cumulative conditions for the weekday PM peak hour, 17 of the 21 study intersections are projected to operate at LOS E or LOS F conditions. The four study intersections of Fifth/Mission, Fifth/ Minna, Sixth/Mission, and Sixth/Minna Streets are projected to operate at LOS D or better under 2040 Cumulative conditions. The Project would contribute considerably to significant cumulative traffic impacts at six study intersections (Fourth/Howard, Fourth/Folsom, Fifth/Howard, Sixth/Folsom,

Sixth/Bryant and Sixth/Brannan), and therefore, would also result in a considerable contribution to significant cumulative impacts at these intersections.

Each of the six study intersections where the Project would contribute considerably to the significant cumulative impacts was reviewed to determine if mitigation measures could reduce the impact to less-than-significant levels or lessen the severity of the Project's considerable contribution to significant cumulative impacts. No feasible mitigation measures were found to mitigate significant cumulative impacts for the affected intersections. The cumulative traffic impacts would generally be due not just to the Project, but also to increases in traffic in the region caused by long-term anticipated growth and reduction in travel lane capacity proposed by the Central SoMa Plan. Generally, additional travel lane capacity would be needed on one or more approaches to the intersection in order to mitigate LOS E or LOS F intersection operating conditions. The provision of additional travel lane capacity would typically require the narrowing of sidewalks, removal of bicycle lanes, and/or the conversion of existing transit-only lanes to mixed-flow lanes. These actions would be inconsistent with the transit, bicycle, and pedestrian environment encouraged by the City's Transit First Policy because they would remove space dedicated to pedestrians, bicycles, and/or transit and increase the distances required for pedestrians to cross streets. Additional improvements, such as changes to the signal timing cycle length and/or green time allocations, may improve conditions slightly but generally would not reduce significant cumulative impacts to less-than-significant levels. No other feasible mitigation measures that would reduce this impact to a less-than-significant level have been identified. Thus, the Project's identified considerable contribution to significant cumulative traffic impacts at the six study intersections would remain, and the 2040 Cumulative traffic impacts at these intersections would remain significant and unavoidable.

For the above reasons, the Project, in combination with past, present and reasonably foreseeable development in San Francisco, would contribute considerably to significant cumulative traffic impacts at the six study intersections of Fourth/Howard, Fourth/Folsom, Fifth/Howard, Sixth/Folsom, Sixth/Bryant and Sixth/Brannan, and the significant cumulative impacts would be significant and unavoidable.

Impact C-TR-9: Construction of the Project, combined with past, present, and reasonable foreseeable future projects, would result in disruption of nearby streets, transit service, and pedestrian and bicycle circulation.

Localized cumulative construction-related transportation impacts could occur as a result of cumulative projects that generate increased traffic at the same time and on the same roads as the Project. The construction manager for each project would work with the various departments of the City to develop a detailed and coordinated plan that would address construction vehicle routing, traffic control, and pedestrian movement adjacent to the construction area for the duration of any overlap in construction activity. *Mitigation Measure M-TR-10* would minimize, but not eliminate, the Project's significant impacts related to conflicts between construction activities and pedestrians, transit, and autos, and would include

measures such as construction coordination, construction truck traffic management, project construction updates for adjacent businesses and residents, and carpool and transit access for construction workers.

No other feasible mitigation measures that would reduce this impact to a less-than-significant level have been identified. In addition, given the number of projects proposed in the vicinity and the uncertainty concerning construction schedules, cumulative construction activities could potentially result in disruptions to traffic, transit, pedestrians, and/or bicycles that could be significant, and despite the best efforts of the project sponsor and project construction contractor(s), it is possible that simultaneous construction of the Project and other nearby projects could result in substantial disruption to traffic and transit operations, as well as pedestrian and bicycle circulation. Therefore, for the above reasons, the Project, in combination with past, present and reasonably foreseeable development in San Francisco, would result in significant and unavoidable cumulative construction-related transportation impacts.

V. EVALUATION OF PROJECT ALTERNATIVES

This Section describes the reasons for approving the Project and the reasons for rejecting the alternatives as infeasible. CEQA requires that an EIR evaluate a reasonable range of alternatives to the proposed project or the project location that substantially reduce or avoid significant impacts of the proposed project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide the decision maker with a basis of comparison to the proposed Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the proposed Project.

A. Preservation Alternative (Now Proposed, with Modifications, as the Project)

The Project as described in Section I above is referred to the "Revised Project" and described and analyzed in Section II of the RTC document. During the period between publication of the Draft EIR and the RTC document, the Project was revised in a manner that is substantially similar to the Preservation Alternative identified and analyzed in the Draft EIR, with the exception that the total square footage would be reduced and the mix of uses would be slightly different. Among other changes, the revised Project, as described and analyzed in Section II of the RTC document, would preserve the Camelline Building, a historical resource that had previously been proposed to be demolished.

The total size of the buildings under the revised Project would be less than either the Office or Residential Schemes analyzed in the Draft EIR, although the proposed mix of residential and office uses would be more similar to the Office Scheme. Overall, the revised Project would represent an approximately six percent decrease in overall square footage compared to the Office Scheme and a five percent decrease compared to the Residential Scheme analyzed in the Draft EIR. The Project, as described and analyzed as the "Revised Project" in the RTC document, would result in development of approximately 7,700 gsf more

total building area than the Preservation Alternative because it would include slightly more space for office uses and slightly more overall residential space, although the Project's total unit count would be less than assumed for the Preservation Alternative (690 units, as compared to 750 under the Preservation Alternative), due to the inclusion of slightly larger residential units.

Because the Preservation Alternative would retain the Camelline Building, it would avoid the project-level historic resource impacts that would result from the Office and Residential Schemes analyzed in the Draft EIR. Under the Preservation Alternative, the project site would also be developed with a mix of office, retail, residential, cultural, educational, and open space uses in general accordance with the height and bulk controls that are proposed as part of the Project's SUD. After implementation of the Preservation Alternative, there would be a total of 1,714,400 gsf of building space on the site, including 812,700 gsf of office uses, 81,900 gsf of active ground floor uses, and 819,800 gsf of residential uses (750 dwelling units). The specific elements of the alternative are described below.

Buildings. The Preservation Alternative would result in the retention of three historic buildings on the site: the Chronicle, Dempster Printing, and Camelline Buildings. In addition, a portion of the existing Examiner Building and a portion of the connector between the Examiner Building and the Chronicle Building would be retained. This alternative would entail the demolition of the four other existing buildings on the site, and the construction of three new buildings. After implementation of the alternative there would be a total of six buildings on the site that range in height from 50 to 470 feet. No new building connectors would be developed. Building massing would be concentrated around the southern portion of the site, and Buildings H-1 and N-1 would extend to heights of 420 feet and 470 feet, respectively. The buildings would be designed in accordance with an SUD and detailed design guidelines and standards in an accompanying D4D document that would resemble those proposed as part of the Project.

Open Space. The Preservation Alternative would include a total of 40,400 square feet of open space, which would be provided on-site. Approximately 36,600 square feet of open space would be provided for the residential uses (including private residential balconies) and 12,550 square feet of open space would be provided for a mixture of residential and commercial uses. Shared open space would include a 14,000-square-foot open space west of the Camelline Building across Mary Street, a 19,300-square-foot deck on the rooftop of the Chronicle Building, and a 3,600-square-foot open space adjacent on the west side of Building M-2. In addition, approximately 3,500 square feet of residential balcony space would be provided. All ground-level open spaces and the Chronicle Building rooftop deck would be accessible to the public; other open spaces would be private.

Parking and Circulation. The existing system of public streets within and in the immediate vicinity of the site would generally remain unchanged, although driveways would be developed to provide access to parking areas. However, like the Project, the segment of Mary Street between Mission and Minna Streets

would be converted to a pedestrian-only alley that would be closed to vehicle traffic. The alternative would contain 554 motor vehicle parking spaces (not including car share spaces), all of which would be provided in sub-grade parking structures. In addition, the alternative would include 485 Class 1 and 64 Class 2 bicycle parking spaces, respectively.

Residents and Employees. The Preservation Alternative would contain approximately 1,710 residents and 4,260 employees.

Approvals/Entitlements. Similar to the Project, the Preservation Alternative would require changes to existing development controls for the site (including increases in permitted height and bulk) through General Plan, Planning Code, and Zoning Map amendments, including an SUD and conditional use permits, together with detailed design standards and guidelines for project development established through a D4D document.

The environmental effects of the Preservation Alternative would be substantially similar to those identified for the Project, as described in Sections II through IV above. Similar to the Project, the Preservation Alternative would reduce certain impacts of the Office Scheme and Residential Scheme analyzed in the Draft EIR, and would eliminate the significant and unavoidable air quality impacts and cultural resources impacts related to the demolition of the Camelline Building that would occur under the Office and Residential Schemes.

The Draft EIR identified the Preservation Alternative as the environmentally superior alternative because it would retain the Camelline Building. This would avoid direct historic resources impacts from demolition of the structure which would result from the Office or Residential Schemes analyzed in the Draft EIR; such an impact would be significant and irreversible. In addition, as a result of the slightly lower trip generation and reduced residential uses of the Preservation Alternative, as compared to the Office and Residential Schemes analyzed in the Draft EIR, it would not result in the significant and unavoidable air quality impacts identified for the Office and Residential Schemes, as it would not generate reactive organic gasses, a regional pollutant, at levels in excess of established thresholds.

As explained above, the Project now proposed is substantially similar to the Preservation Alternative, eliminates the significant cultural resources and air quality impacts of, and reduces certain other impacts of, the Office and Residential Schemes analyzed in the Draft EIR in the same manner as the Preservation Alternative. Therefore, the Project is substantially similar to the environmentally superior alternative (i.e., the Preservation Alternative), with minor modifications.

B. Alternatives Considered, Rejected and Reasons for Rejection

The Planning Commission rejects the Alternatives set forth in the Final EIR and listed below based upon substantial evidence in the record, including evidence of economic, legal, social, technological, and other considerations described in this Section, in addition to those described in Section VI below, which are hereby incorporated by reference, that make these alternatives infeasible. In making these determinations, the Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors." (CEQA Guidelines § 15364.) Under CEQA case law, the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project; and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

1. No Project Alternative

Under the No Project Alternative, the Project site would generally remain in its existing condition and would not be redeveloped with a mix of office, retail, residential, cultural, educational, and open space uses. This alternative would reduce or avoid impacts associated with building demolition, construction activities, and effects associated with the operation of more intense uses on the site. All structures on the site would be retained, including the four buildings that would be demolished, and the two-story above-ground connector that would be partially demolished, as part of the Project. Under this alternative, the site would continue to contain eight buildings ranging from 15 to 65 feet in height that comprise a total of approximately 317,700 gsf of office and light industrial building space. In addition, the site would continue to include approximately 256 parking spaces (including 36 parking spaces located outside the Project site that are accessory to the Chronicle Building) in surface parking lots. The existing circulation system of the site and its immediate surroundings would also remain under the No Project Alternative, with Natoma and Minna Streets providing eastbound and westbound access through the site, respectively, and Mary Street providing northbound access. No segments of roadways within the site would be converted to pedestrian-only alleys. Furthermore, no additional open space would be developed within the Project site.

The existing development controls on the Project site would continue to govern site development and would not be changed by General Plan, Planning Code, and Zoning Map amendments. The site would remain under existing density and height and bulk standards defined for the C-3-S and Residential Services (RSD) districts, and the 160-F/90-X, 160-F, 40-X/85-B height and bulk districts, and no new development would occur.

The No Project Alternative would reduce the impacts of the Project because no new development would occur. The significant and unavoidable transportation and circulation impacts of the Project would not occur. However, changes to the circulation system within the site that would occur as part of the Project

and could result in beneficial impacts to the pedestrian environment, such as the conversion of Mary Street between Mission and Minna Streets to a pedestrian-only alley, would also not occur under the No Project Alternative.

The No Project Alternative is hereby rejected as infeasible because, although it would eliminate the significant and unavoidable transportation and circulation impacts of the Project, it would fail to meet most of the basic objectives of the project. Because the physical environment of the project site would be unchanged, the No Project Alternative would not achieve all but one of the project sponsor's objectives for the Project (the alternative would achieve the objective of retaining the Chronicle Building and Dempster Printing Building). In particular, objectives regarding the development of a dense, mixed-use project in proximity to transit, high-quality housing, substantial new-on site open space, and the creation of a new ground plane on the site would not be achieved. Some of the existing site tenants, including those engaged in technology, arts, and educational endeavors, may continue to occupy the site, but the intensity of such uses on the site would not increase under the No Project Alternative.

For these reasons, it is hereby found that the No Project Alternative is rejected because it would not meet the basic objectives of the Project and, therefore, is not a feasible alternative.

2. Code Compliant Alternative

Under the Code Compliant Alternative the site would be developed with a mix of office, residential, retail, cultural, educational, and open space uses in accordance with the existing development controls on the Project site. These development controls are the existing density and height and bulk standards defined for the C-3-S and RSD districts, and the 90-X, 160-F, and 40-X/85-B height and bulk districts. After implementation of the alternative, there would be a total of 634,600 gsf of building space on the site, including 341,600 gsf of office uses, 78,500 gsf of other active ground floor uses (i.e., retail, cultural, and educational uses), 142,000 gsf of residential uses (188 dwelling units), and 72,500 gsf of educational uses. The specific elements of the alternative are described below:

Buildings. The Code Compliant Alternative would result in the retention of two buildings (the Chronicle Building and the Dempster Printing Building), the demolition of six existing buildings (plus a two-story above-ground connector between 901 Mission and 110 Fifth Streets), and the construction of four new buildings on the site. After implementation of the alternative there would be a total of six buildings on the site that range in height from 40 to 114 feet. Buildings constructed under this alternative would be less dense than those constructed as part of the Project. The tallest building, N-1, would be 114 feet in height and would consist of eight stories, the top three of which would be set back in the center of the building. The buildings would be designed in accordance with applicable City design requirements, including those in the Planning Code.

Open Space. The alternative would contain a total of 14,100 square feet of open space, including 8,200 square feet of open space for the residential uses (including private residential balconies) and 5,900 square feet of space for the commercial uses. Shared open space would include a 5,900-square-foot open space located to the west of Building N-1, a 3,600-square-foot open space located to the west of Building M-2, and a 2,010-square-foot deck located on the roof of Building N-2. The remaining open space would be provided in the form of private residential balconies. All ground-level open spaces would be accessible to the public; other open spaces would be private.

Parking and Circulation. The existing system of public streets within the site and its immediate surroundings would remain unchanged under the Code Compliant Alternative, with Natoma and Minna Streets providing eastbound and westbound access through the site, respectively, and Mary Street providing northbound access. Driveways would be developed to provide access to parking areas. No roadways within the Project site would be converted to pedestrian-only alleys. The alternative would contain 170 motor vehicle parking spaces (not including car share spaces) in a surface "Community Commercial Lot" and sub-grade parking structures, not including spaces in the surface lot that could serve off-site uses in the vicinity of the lot. In addition, the alternative would include Class 1 and Class 2 bicycle parking spaces in accordance with Planning Code Section 155.2.

Residents and Employees. The Code Compliant Alternative would contain approximately 432 residents and 2,346 employees.

Approvals/Entitlements. No General Plan, Planning Code, or Zoning Map amendments would be required to implement the Code Compliant Alternative because the alternative would comply with existing development controls for the site. However, an exception to Planning Code Section 134 would be required related to the provision of rear yards, and a variance to Planning Code Section 140 would be required related to exposure of residential units to open space.

The Code Compliant Alternative would reduce the Project's less-than-significant wind and shadow impacts. Similar to the Project, the Code Compliant Alternative would result in significant and unavoidable impacts at the study intersections of Fourth/Howard, Sixth/Folsom, and Sixth/Brannan, although these impacts would be less than under the Project. However, the Code Compliant Alternative would reduce the Project's significant and unavoidable traffic impact at the intersection of Sixth/Bryant Streets to a less-than-significant level. The Code Compliant Alternative would result in significant and unavoidable cumulative impacts at three study intersections (Fourth/Howard, Sixth/Folsom, and Sixth/Brannan), compared to six study intersections (Fourth/Howard, Fourth/Folsom, Fifth/Howard, Sixth/Folsom, Sixth/Bryant and Sixth/Brannan) under the Project. Under the Code Compliant Alternative, with mitigation, the significant and unavoidable construction-related and cumulative construction-related transportation impacts would be reduced to a less-than-significant level. Unlike the Project, but similar to the Office and Residential Schemes that were analyzed in the Draft EIR, the Code Compliant

Alternative would result in a significant and unavoidable impact to cultural resources due to the demolition of the Camelline Building, which is a historic resource.

The Code Compliant Alternative is rejected as infeasible because, although it would eliminate significant and unavoidable impacts identified for the Project, it would result in the additional new significant and unavoidable cultural resources impact described above, and because it would not meet several of the project objectives. The Code Compliant Alternative would allow for redevelopment of the site with a mix of land uses, and would therefore meet some of the overarching objectives for the Project regarding the development of a mixed-use, transit-oriented, job-and project development, albeit with land uses not contemplated as part of the Project due to the continued split zoning (i.e., RSD and C-3-5) of the Project site under the alternative. Because the intensity and variation of proposed uses would be less than that of the Project, there would be less variation in terms of building height and mass, less opportunity to develop buildings in a manner that reflects the Project site's location at the intersection of the Downtown core and SoMa, and limited opportunity to develop buildings that meet market demand by including larger floor plates. Several objectives relating to creating residential/employment density, including meeting job creation goals, creating a mix of residential unit types, contributing to 24-hour activity, and facilitating vibrant ground plane activity, would also not be achieved to the extent as under the Project.

For these reasons, it is hereby found that the Code Compliant Alternative is rejected because, although it would eliminate significant and unavoidable impacts identified for the Project, it would result in one additional new significant and unavoidable cultural resources impact, and because it would not meet several of the project objectives to the extent as under the Project. It is, therefore, not a feasible alternative.

3. Unified Zoning Alternative

Under the Unified Zoning Alternative, the portion of the Project site zoned RSD (i.e., the H-1 parcel located at the northwest quadrant of Fifth and Howard Streets) would be rezoned to C-3-S, such that the zoning on the Project site would be unified, and the site would be developed with a mix of office, residential, retail, cultural, educational, and open space uses. This alternative would result in fewer changes to the overall Project program than would occur under the Code Compliant Alternative. After implementation of the Unified Zoning Alternative, there would be a total of 1,023,000 gsf of building space on the site, including 709,900 gsf of office uses, 86,200 gsf of active ground floor uses, and 226,900 gsf of residential uses (275 dwelling units). The specific elements of the alternative are described below.

Buildings. Similar to the Code Compliant Alternative, the Unified Zoning Alternative would result in the retention of the Chronicle and Dempster Printing Buildings, the demolition of six existing buildings (plus a two-story above-ground connector between 901 Mission and 110 Fifth Streets), and the construction of four new buildings on the site. After implementation of the alternative there would be a total of six buildings on the site that would range in height from 50 to 160 feet. Building mass under this alternative

would be intermediate between that of the Code Compliant Alternative and the Project. Buildings N-1 and H-1 would be the tallest buildings on the site and would consist of 11 stories, with the top six stories stepped back from the podium. The buildings would be designed in accordance with applicable City design requirements, including those in the Planning Code.

Open Space. The alternative would contain a total of 27,500 square feet of open space, all of which would be provided on-site, including 11,900 square feet of open space for the residential uses (including private residential balconies) and 15,600 square feet of open space for the commercial uses. Shared open space would include a 10,080-square-foot open space located west of Building N-1, a 5,490-square-foot open space located west of Building H-1, a 3,600-square-foot open space located to the west of Building M-2, and a 3,040-square-foot deck located on the roof of Building N-2. The remaining open space would be provided in the form of private residential balconies. All ground-level open spaces would be accessible to the public; other open spaces would be private.

Parking and Circulation. Similar to the Code Compliant Alternative, the existing system of public streets within and in the immediate vicinity of the site would remain unchanged under the Unified Zoning Alternative. Driveways would similarly be developed to provide access to parking areas. No roadways within the Project site would be converted to pedestrian-only alleys. The alternative would contain 228 motor vehicle parking spaces (not including car share spaces), all of which would be provided in sub-grade parking structures. In addition, the alternative would include Class 1 and Class 2 bicycle parking spaces in accordance with Planning Code Section 155.2.

Residents and Employees. The Unified Zoning Alternative would contain approximately 633 residents and 3,791 employees.

Approvals/Entitlements. The Unified Zoning Alternative would require a Zoning Map amendment under which the H-1 parcel would be rezoned from RSD to C-3-S. A General Plan Amendment would also be required to incorporate the H-1 parcel into the Downtown Plan. However, no other General Plan or Planning Code amendments would be required. Exceptions to the following sections of the Planning Code would be required: Section 134 (rear yards); Section 140 (exposure of residential units to open space); and Section 270 (bulk limits for Buildings H-1 and N-1). The exceptions to bulk limits would be in accordance with Section 272, which allows for bulk limits to be exceeded provided "there are adequate compensating factors." The alternative also assumes that there were be a Transfer of Development Rights ("TDR") from the parcels occupied by the retained Chronicle and Dempster Printing Buildings to other parcels on the project site. The resulting increases in building mass would comply with Planning Code FAR limitations except for Buildings H-1 and N-1, as described above.

The Unified Zoning Alternative would reduce the Project's less-than-significant wind and shadow impacts. Similar to the Project, the Unified Zoning Alternative would result in significant and

unavoidable impacts at the study intersections of Fourth/Howard, Sixth/Folsom, and Sixth/Brannan, although these impacts would be less than under the Project. However, the Unified Zoning Alternative would reduce the Project's significant and unavoidable traffic impact at the intersection of Sixth/Bryant Streets to a less-than-significant level. The Unified Zoning Alternative would reduce the Project's significant and unavoidable cumulative traffic impacts at one intersection (Sixth/Bryant) to a less-than-significant level, but would also result in an additional significant and unavoidable impact at another intersection (Fifth/Folsom) that would be less-than-significant under the Project. The Unified Zoning Alternative also would result in significant and unavoidable cumulative impacts at five additional study intersections (Fourth/Howard, Fourth/Folsom, Fifth/Howard, Sixth/Folsom, and Sixth/Brannan), that would also result in significant and unavoidable impacts under the Project, although these impacts would be less than under the Project. Therefore, as under the Project, the Unified Zoning Alternative would result in significant and unavoidable cumulative impacts at a total of six study intersections, although one of the six would be a different intersection. Under the Unified Zoning Alternative, as under the Project, significant and unavoidable construction-related and cumulative construction-related transportation impacts would remain significant and unavoidable with mitigation. Unlike the Project, but similar to the Office and Residential Schemes that were analyzed in the Draft EIR, the Unified Zoning Alternative would result in a significant and unavoidable impact to cultural resources due to the demolition of the Camelline Building, which is a historic resource.

The Unified Zoning Alternative is rejected as infeasible because, although it would eliminate significant and unavoidable impacts identified for the Project, it would result in the additional new significant and unavoidable cultural resources impact described above, and because it would not meet several of the project objectives. The Unified Zoning Alternative would meet some of the overarching project objectives regarding development of a mixed-use, transit-oriented, job creating project because it would allow for the development of new buildings containing a mix of uses on the site. However, because the intensity and variation of uses would be reduced compared to the Project (although not to the degree of the Code Compliant Alternative), there would be less variation in terms of building height and mass and less opportunity to develop buildings in a manner that reflects the Project site's location at the intersection of the Downtown core and SoMa. Several objectives relating to the creating residential/employment density, including meeting job creation goals, creating a mix of residential unit types, contributing to 24-hour activity, facilitating vibrant ground plane activity, and supporting a mix of uses and activities, would also not be achieved to the extent as under the Project.

For these reasons, it is hereby found that the Unified Zoning Alternative is rejected because, although it would eliminate significant and unavoidable impacts identified for the Project, it would result in one additional new significant and unavoidable cultural resources impact, and because it would not meet several of the project objectives to the extent as under the Project. It is, therefore, not a feasible alternative.

C. Alternatives Considered and Rejected in the EIR

1. Off-Site Alternative

This alternative was rejected because the Project is the result of a partnership between the owner of the property and Forest City. There are few to no other sites in the Downtown area in proximity to a BART station that would be of sufficient size to develop a mixed-use project with the intensities and mix of old and new buildings that would be necessary to achieve the project objectives.

These findings in the Final EIR are hereby concurred with, and this alternative is rejected as infeasible because it would not meet the basic objectives of the Project, including objectives regarding the development of a mixed-use project containing residential, commercial, and flexible retail/office/ cultural/educational space in Downtown San Francisco; development of a dense, mixed-use project in close proximity to transit; construction of high-quality housing; creation of a dense commercial center with substantial new on-site open space, helping meet the job creation goals established in the City's Economic Strategy by generating new employment opportunities in the knowledge economy and stimulating job creation across all sectors; and the creation of a new ground plane on the Project site.

2. Chronicle Tower Alternative

This alternative would involve the demolition of the southwest portion of the Chronicle Building and the construction of a 370-foot tower in its place. The facades of the building along Mission and Fifth Streets would be retained, along with a portion of the office space in the structure. As part of the alternative, the following buildings would be developed on the site:

- Building M-2: 310-foot, 25-story residential tower on a three-story podium containing office uses;
- Building N-1: 300-foot, 18-story office tower on a three-story podium containing office uses;
- Building N-2: 260-foot, 20-story residential tower on a three-story podium containing office uses; and
- Building H-1: 170-foot, 8-story office tower on a three-story podium containing office uses.

A central open space would be developed near the center of the site, south of the Chronicle Building and west of Building N-1. This alternative was rejected for two key reasons: 1) the alternative would result in significant adverse effects to the Chronicle Building, which is considered a historic resource pursuant to CEQA; and 2) the 310-foot Building M-2 could adversely affect views from Powell Street, which is an important view corridor in the City.

These findings in the Final EIR are hereby concurred with, and this alternative is rejected as infeasible because it would result in significant and unavoidable cultural resource impact to the Chronicle Building and adverse effects on the view along Powell that would not occur under the Project, and because it

would not meet one of the basic objectives of the Project to retain the Chronicle Building as a cultural marker on the site.

3. Building M-2 High-Rise Alternative

Similar to the Chronicle Tower Alternative, the Building M-2 High-Rise Alternative would also involve the demolition of the southwest portion of the Chronicle Building. An L-shaped connector approximately the same height as the Chronicle Building, extending from the Chronicle Building and continuing between Buildings N-1 and M-2 would be developed. The facades of the Chronicle Building along Mission and Fifth Streets would be retained, as well as some of the existing office space in the building. As part of the alternative, the following buildings would be developed on the site:

- Building M-2: 420-foot building containing residential uses;
- Building N-1: 360-foot building containing residential and office uses;
- Building N-2: 70-foot building containing office uses; and
- Building H-1: 220-foot building containing office uses.

Open space would be developed near the center of the site, south of the Chronicle Building and west of Building N-1. Similar to the Chronicle Tower Alternative, this alternative was rejected because it would result in significant adverse effects to the historic integrity of the Chronicle Building and could adversely affect views along Powell Street.

These findings in the Final EIR are hereby concurred with, and this alternative is rejected as infeasible because it would result in significant and unavoidable cultural resource impact to the Chronicle Building and adverse effects on the view along Powell that would not occur under the Project, and because it would not meet one of the basic objectives of the Project to retain the Chronicle Building as a cultural marker on the site to the same extent as the Project, which would not involve the demolition of the southwest portion of the Chronicle Building.

4. Initial Study Alternative

An application was filed for the originally proposed project on February 2, 2012. The originally proposed project described in the application would have resulted in the retention and renovation of the Chronicle Building and rehabilitation of the Dempster Printing Building, the demolition of six existing buildings (including the Camelline Building) and the construction of five new buildings on the site. Buildings would have ranged up to 400 feet in height and contained approximately 1,850,100 gsf of new and existing active ground floor uses (arts/cultural/educational), office, and residential uses. An Initial Study and Notice of Preparation were published for the project in January 2013.

Preliminary analysis indicated the Project site and vicinity are prone to strong winds (primarily due to the preponderance of lower-scale buildings to the north and west of the site) and that the originally proposed project as described in the Initial Study would likely generate hazardous wind conditions. Between March 2013 and July 2013, the project was revised (as part of an iterative process involving real-time wind tunnel analysis) to reduce potential wind exceedances. Approximately 20 discrete design alternatives were modeled to arrive at a design that would not result in hazardous wind conditions. Due to the resulting hazardous wind conditions, the originally proposed project analyzed in the Initial Study was ultimately rejected.

These findings in the Final EIR are hereby concurred with, and this alternative is rejected as infeasible because it would result in significant and unavoidable wind impacts related to hazardous wind conditions and demolition of the Camelline Building, a historical resource, that would not occur under the project.

5. Taller Buildings M-2 and N-2 Alternative

The Taller Buildings M-2 and N-2 Alternative would be similar to the Office Scheme analyzed in the Draft EIR in terms of the configuration of buildings and land uses on the Project site, but Buildings M-2 and N-2 would each be two stories taller than under the Office Scheme. Other changes from the Office Scheme would include: the provision of rounded corners on Buildings N-1, N-2, and H-1; the location of Building H-1's taller tower along Fifth Street instead of Mary Street; and the slight shortening of Building N-1. This alternative was rejected because it would generate hazardous wind conditions and would adversely affect the view along Powell Street.

These findings in the Final EIR are hereby concurred with, and this alternative is rejected as infeasible because it would result in significant and unavoidable wind impacts related to hazardous wind conditions, a significant and unavoidable cultural resources impact due to the demolition of the Camelline Building, a historical resource, and adverse effects on the view along Powell that would not occur under the project.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Section 21081 and CEQA Guidelines Section 15093, is the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, this determination is that each individual reason is sufficient. The

substantial evidence supporting the various benefits can be found in the Final EIR and the preceding findings, which are incorporated by reference into this Section, and in the documents found in the administrative record, as described in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, is the Commission specifically finds that there are significant benefits of the Project in spite of the unavoidable significant impacts. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. Any remaining significant effects on the environment found to be unavoidable are found to be acceptable due to the following specific overriding economic, technical, legal, social and other considerations:

- Consistent with the vision, objectives and goals of the Downtown Area Plan, the Project would involve the development of a mixed use development containing residential, commercial, and flexible retail/office/cultural/educational space in Downtown San Francisco.
- The Project would leverage the project site's central location and proximity to major regional and local public transit by building a dense mixed-use project that allows people to work and live close to transit.
- The Project would develop buildings in a manner that reflects the project site's location at the intersection of the Downtown core and SoMa through urban design features such as incorporating heights and massing at varying scales; orienting tall buildings toward the Downtown core; maintaining a strong streetwall along exterior streets; and utilizing mid-rise buildings to provide appropriate transitions to larger buildings.
- The Project would create a dense commercial center that includes floorplates large enough to provide the flexible and horizontally connected workplaces through a continuum of floorplate sizes for a range of users; substantial new on-site open space; and sufficient density to support and activate the new ground floor uses and open space in the Project.
- The Project would help meet the job-creation goals established in the City's Economic Strategy by generating new employment opportunities in the knowledge economy and stimulating job creation across all sectors.
- The Project would construct high-quality housing with sufficient density to contribute to 24-hour activity on the project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents and assist the City in meeting its affordable housing needs.
- The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that can accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as

transparent building frontages and large, direct access points to maximize circulation between and cross-activation of interior and exterior spaces.

- The Project would establish a pedestrian-oriented development governed by a Design for Development that establishes a comprehensive, detailed and site-specific set of standards and guidelines for well-designed streets, alleys, and public spaces.
- The Project would retain the Camelline Building (430 Natoma Street) and retain and rehabilitate and/or renovate the Chronicle Building (901-933 Mission Street) and the Dempster Printing Building (447-449 Minna Street), all of which are historical resources, as cultural markers on the site.
- The Project would promote sustainability at the site, building, and user level by incorporating Leadership in Energy and Environmental Design ("LEED") or equivalent sustainability strategies.
- Under the terms of the Development Agreement, the project sponsor would provide a host of additional assurances and benefits that would accrue to the public and the City, including, but not limited to, contributions to assist the City and surrounding community in meeting affordable housing, work-force development, youth development, transit, pedestrian safety, and public art goals.
- The Project will be constructed at no cost to the City, and will provide substantial direct and indirect economic benefits to the City.

Mitigation Monitoring and Reporting Program[1]

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure CP-2a Prior to demolition and construction, a historic preservation architect and a structural engineer shall undertake an existing condition study of the following nine buildings: • 936 Mission Street • 951-957 Mission Street • 194-198 Fifth Street; • 430 Natoma Street; • 901-933 Mission Street; • 447-449 Minna Street; • 88 Fifth Street; • 66 Mint Street; and, • 959-965 Mission Street; The existing condition studies will establish the baseline condition of each building prior to demolition and construction, including the location and extent of any visible cracks or spalls. For each resource, the documentation shall include written descriptions and photographs, and shall include those physical characteristics of the resource that convey its historic significance and that justify its classification as a historical resource.	Project sponsor's historic preservation architect and structural engineer to submit documentation to the Planning Department Preservation Technical Specialist for review and approval.	Prior to demolition and construction on each new Building site and ongoing during project construction.	Prior to construction of each new Building[2] the sponsor's qualified consultant shall: prepare existing conditions studies of any listed building within 150 feet of any portion of the building site(s) in accordance with M-CP-2a; monitor those historical resources during demolition and construction; respond to inquiries related to the vibration effects of said historical structures during construction; and submit monitoring reports as required at the completion of Building construction in order to complete the actions set forth in and to comply with M-CP-2a.	Planning Department Preservation Technical Specialist	Considered complete on a per Building basis at the time when construction of such Building(s) is completed.

1 Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement. "Building" refers to the individual structures analyzed in the FEIR, as more specifically described in Exhibit B to the Development Agreement and shall not encompass open space and streetscape improvements associated with a Building unless specified herein as to the Mitigation Action

2 New buildings are Buildings H-1, N-1 and M-2 as described in Exhibit B – Project Description to the Development Agreement by and between the City and County of San Francisco and 5M Project, LLC.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure CP-2b Prior to construction, a qualified geologist or other professional with expertise in ground vibration and its effect on existing structures shall determine what the maximum permissible ground-borne vibration levels would be (as measured in PPV) to protect historical resources based on the FTA's *Transit Noise and Vibration Assessment* and ensure that vibration shall not exceed these limits during project construction. If pile-driving would be used, the driving of the initial piles shall be monitored to evaluate compliance with established vibration levels, with modifications made to the method of pile driving to reduce vibrations to below established levels. A copy of the contract specifications and monitoring reports shall be provided to the Planning Department's assigned Preservation Technical Specialist.	Project sponsor's geologist or other qualified professional	Prior to and during construction of each new Building.	For each new Building, equipment and construction method used in compliance with M-CP-2b shall be documented and submitted with a copy of the contract specifications in report(s) to the Planning Department.	Planning Department Preservation Technical Specialist	Considered complete on a per Building basis at the time when construction of such Building(s) is completed.
Mitigation Measure CP-2c Prior to demolition and construction, a registered structural engineer with experience in the rehabilitation and restoration of historic buildings shall determine whether, due to the nature of the site's soils, the proposed method of soil removal, and the existing foundations of the historic buildings, project-related excavations have the potential to cause settlement such that under-pinning and/or shoring of 901-933 Mission Street, 194-198 Fifth Street, 430 Natoma Street, and/or 447 Minna Street will be required. If underpinning or shoring is determined to be necessary, appropriate designs shall be prepared and implemented. All	Project sponsor's qualified structural engineer and construction contractor(s)	Prior to the issuance of excavation and demolition permits for each new Building	Each new Building shall identify, prepare and implement appropriate designs to protect historic resources in compliance with M-CP-2c, and submit all documents to the appropriate permitting Department for approval.	Planning Department Preservation Technical Specialist; Department of Public Works; and Department of Building Inspection, as appropriate	Considered complete on a per Building basis at the time when construction of such Building(s) is completed.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
documents prepared in accordance with this measure will be provided to the Preservation Technical Specialist assigned to the project and reviewed and approved by the appropriate permitting Department.					
Mitigation Measure CP-2d Prior to demolition and construction, a historic preservation architect shall establish a training program that emphasizes the importance of protecting historical resources for construction workers who are anticipated to work directly with potentially sensitive areas, such as workers involved in excavation or demolition. This program shall include information on recognizing historic fabric and materials, and directions on how to exercise care when working around and operating equipment near 901-933 Mission Street, 959-965 Mission Street, 194-198 Fifth Street, 430 Natoma Street, and 447-449 Minna Street, including storage of materials away from the historic buildings. The training will also include information on means to reduce vibrations from demolition and construction, and monitoring and reporting any potential problems that could affect historical resources. A provision for establishing this training program shall be incorporated into the project sponsor's contract(s) with its construction contractor(s), and the contract provisions related to this training program will be reviewed and approved by the Planning Department Preservation Technical Specialist.	Project sponsor's historic preservation architect and construction contractor(s)	Prior to demolition or construction for each Building.	Prepare construction worker training program with protocols related to protecting historical resources during excavation and/or grading for Building and/or construction of required open space areas and/or streetscape improvements; submit proposed training program to Planning Department for review and approval.	Planning Department Preservation Technical Specialist	Considered complete as to each Building after training program is implemented as to such Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure CP-3 Any future modification of the exterior of the Camelline Building (430 Natoma Street) shall be subject to the following: prior to issuance of site or construction permits related directly to the Camelline Building, proposed plans for the modification of the exterior of the Camelline Building shall be submitted to the Planning Department Preservation Technical Specialist for review and approval. Any work that affects the character-defining features of the exterior of the Camelline Building shall be conducted in accordance with the *Secretary of the Interior's Standards for Rehabilitation* and undertaken with the assistance of a historic preservation architect meeting the *Secretary of the Interior's Professional Qualifications Standards*. The historic preservation architect shall evaluate any such proposed exterior modification to assess the treatment of the building's character-defining features and for conformance with the *Secretary of the Interior's Standards for Rehabilitation.* The historic preservation architect shall regularly evaluate any such ongoing renovation to ensure it continues to satisfy the Standards and will submit status reports to the Planning Department Preservation Technical Specialist according to a schedule agreed upon prior to the commencement of the work.	Building owner's qualified historic preservation architect and construction contractor(s)	Prior to issuance of site/building permits associated with the applicable portions of the Camelline Building as referenced in M-CP-3.	Building owner shall prepare and submit building plans for the exterior of the Camelline Building in compliance with M-CP-3, and provide the Planning Department with regular evaluation reports regarding the status of the renovation.	Planning Department Preservation Technical Specialist	Considered complete upon completion of construction activities for the Camelline Building.
Mitigation Measure CP-4a Prior to issuance of site or construction permits related directly to the Chronicle Building, proposed plans for the rehabilitation of the	Project sponsor's qualified historic preservation architect and	Prior to issuance of site/building permits	Either Building M-1 or Building N-1, whichever proceeds first and includes construction of the Chronicle	Planning Department Preservation Technical Specialist	Considered complete upon completion of construction

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Chronicle Building shall be submitted to the Planning Department Preservation Technical Specialist for review and approval. Any work that affects the character-defining features of the exterior of the Chronicle Building shall be conducted in accordance with the Secretary of the Interior's *Standards for Rehabilitation* and undertaken with the assistance of a historic preservation architect meeting the Secretary of the Interior's *Professional Qualifications Standards*. The historic preservation architect will evaluate the proposed project to assess the treatment of the building's character-defining features and for conformance with the Secretary of the Interior's *Standards for Rehabilitation*. The historic preservation architect shall regularly evaluate the ongoing renovation to ensure it continues to satisfy the Standards and will submit status reports to the Planning Department Preservation Technical Specialist according to a schedule agreed upon prior to commencement of the work.	construction contractor(s)	associated with the applicable portions of the Chronicle Building work as referenced in CP-4a .	Rooftop improvements in compliance with M-CP-4a, shall submit the referenced building plans and provide the Planning Department with regular evaluation reports regarding the status of the renovation. Prepare/submit building plans for exterior of Chronicle Building (in addition to rooftop open space) as part of Building M-1 review to comply with M-CP-4a; provide Planning Department regular evaluation reports regarding renovation status.		activities for the Chronicle Building.
Mitigation Measure CP-4b The greenhouses and kiosk rooftop additions to the Chronicle Building would be setback so as to be minimally visible from the street and would not obscure, remove, or damage any character-defining features of the Chronicle Building. A Planning Department Preservation Technical Specialist shall conduct a design review of the rooftop additions to ensure that these are in conformance with the Secretary of the Interior's *Standards for Rehabilitation*.	Project sponsor's architect	Prior to approval of final design plan for the Chronicle Building	Building M-1 or Building N-1, whichever proceeds first and includes construction of the Chronicle Rooftop improvements, shall design the greenhouses and kiosk rooftop additions to be minimally visible from Mission and Fifth Streets consistent with Mitigation M-CP-4b and to Planning Dept. satisfaction.	Planning Department Preservation Technical Specialist	Considered complete upon completion of construction activities for the Chronicle Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure CP-5 Prior to issuance of site or construction permits related directly to the Dempster Printing Building (447-449 Minna Street), proposed plans for the rehabilitation of the Dempster Printing Building shall be submitted to the Planning Department Preservation Technical Specialist for review and approval pursuant to the requirements of Article 11. Any alteration of the 447-449 Minna Street exterior shall be conducted in accordance with the Secretary of the Interior's *Standards for Rehabilitation* and undertaken with the assistance of a historic preservation architect meeting the Secretary of the Interior's *Professional Qualifications Standards*. The historic preservation architect shall regularly evaluate the ongoing renovation to ensure it continues to satisfy the Standards. The historic preservation architect shall submit status reports to a Planning Department Preservation Technical Specialist according to a schedule agreed upon prior to commencement of the work.	Project sponsor's qualified historic preservation architect and construction contractor(s)	Prior to issuance of site/building permits related to the Dempster Printing Building	Prepare and submit building plans for the rehabilitation of the Dempster Printing Building in compliance with M-CP-5. Provide the Planning Department with regular evaluation reports regarding the status of the renovation.	Planning Department Preservation Technical Specialist	Considered complete upon completion of construction activities for the Dempster Printing Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure CP-6 The project applicant shall retain the services of an archaeological consultant for the project from the pool of qualified archaeological consultants maintained by the San Francisco Planning Department. The archaeological consultant shall prepare plans, reports, and implement excavation programs, as described below. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the San Francisco Planning Department. All plans and reports prepared by the archaeological consultant, as specified below, shall be submitted to the San Francisco Planning Department for review and comment and shall be considered draft reports subject to revision until final approval.The archaeological consultant shall undertake the following tasks:	Project sponsor's qualified archaeological consultant and construction contractor(s)	Prior to the issuance of excavation and demolition permits for each new Building, and ongoing during each new Building's construction activities.	Each new Building shall prepare an ATP, and oversee the implementation of excavation programs for each respective building site (including excavation and/or grading work necessary for development of open space areas and/or streetscape improvements required to be constructed with the building) in compliance with M-CP-7, and submit all plans and reports prepared for compliance with this measure to the Planning Department for approval.	Project sponsor's qualified archaeological consultant and construction contractor(s) to submit final ATP to ERO. ERO to approve.	Considered complete on a per Building basis after buildings' excavation and earth-moving activities are completed.
<u>Testing, Evaluation, and Data Recovery</u> The archaeological consultant shall prepare an Archaeological Testing Plan (ATP) that describes where and how portions of the project site will be examined before construction to identify archaeological remains, if any. The purpose of the ATP is to propose a research context and methods to identify and evaluate whether archaeological deposits that underlie the project site constitute archaeological resources or historical resources under CEQA.		Ongoing during construction activities, as required.	If required by the San Francisco Planning Department, archeological monitoring during demolition and/or construction activities in areas defined as moderately or highly sensitive.	Project sponsor's qualified archaeological consultant and construction contractor(s) in consultation with ERO.	Considered complete on a per Building basis after buildings' excavation and earth-moving activities are completed.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Archaeological Monitoring Depending upon results of the identification and evaluation of archaeological deposits conducted pursuant to the ATP, the San Francisco Planning Department may require archaeological monitoring during construction in specific areas defined as moderately or highly sensitive for archaeological resources. Archaeological monitors shall be empowered to stop construction activity at the location of a potential find to evaluate the discovery and make recommendations in consultation with the San Francisco Planning Department, as appropriate. The ATP may adapt portions of the ARDTP prepared for the project, as needed, including research design, field methods, and laboratory methods. The ATP shall be implemented after approval by the San Francisco Planning Department. Following ATP implementation, the archaeological consultant shall prepare an Archaeological Testing/Evaluation Report for submittal to the San Francisco Planning Department for review that presents findings from the testing program implemented as part of the ATP. The Archaeological Testing/Evaluation Report will present a systematic evaluation of any archaeological deposits identified in the project site and their eligibility for listing in the California Register of Historical Resources.			If the San Francisco Planning Department determines that, based on the results presented in the Archaeological Testing/Evaluation Report, a significant archaeological resource or historical resource is present and that the resource could be adversely affected by the project, an Archaeological Data Recovery Program shall be implemented, with results presented in a report of findings for review and approval by the San Francisco Planning Department. The final Archaeological Data Recovery Program shall be submitted to the Northwest Information Center at Sonoma State University, Rohnert Park, Ca.		
Mitigation Measure CP-8 The project applicant shall retain the services of a qualified paleontological consultant to design and	Project sponsor's qualified paleontological	Prior to the issuance of excavation and	Each new Building shall design and implement a PRMMP for construction on	Project sponsor's qualified archaeological	Considered complete on a per Building basis

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
implement a Paleontological Resources Monitoring and Mitigation Program (PRMMP). The PRMMP shall include a description of when and where construction monitoring will be required; emergency discovery procedures; sampling and data recovery procedures; procedure for the preparation, identification, analysis, and curation of fossil specimens and data recovered; pre-construction coordination procedures; and procedures for reporting the results of the monitoring program. The PRMMP shall be consistent with the Society for Vertebrate Paleontology Standard Guidelines for the mitigation of construction-related adverse impacts to paleontological resources and the requirements of the designated repository for any fossils collected.	consultant and construction contractor	demolition permits for each new Building and ongoing during demolition and construction activities, as required by the PRMMP.	its respective Building site in compliance with M-CP-8, and to the extent called for therein, monitor such construction, and submit all prepared plans and monitoring reports to the Planning Department for approval.	consultant and construction contractor(s) to submit final ATP to ERO. ERO to approve.	after buildings' excavation and earth-moving activities are completed.
Mitigation Measure CP-9 The treatment of human remains and of associated or unassociated funerary objects discovered during any soil disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and 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) (Public Resources Code Section 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with	Project sponsor's qualified archaeological consultant and construction contractor	Throughout the demolition and excavation period for each new Building (including associated open space and streetscape improvements)	Each new Building shall develop an agreement for the treatment of human remains and/or associated or unassociated funerary objects within its Building site (including excavation and/or grading work necessary for development of open space areas and/or streetscape improvements required to be constructed with the building), in conformance with M-CP-9.	Planning Department	Considered complete as to each new Building after excavation activities are completed for such new Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.					
Mitigation Measure TR-7 The project sponsor shall financially compensate the SFMTA for the cost of service to design and implement the following: • Extending the east sidewalk on Fifth Street between Minna and Mission Streets to 15 feet. • Restriping and widening the east crosswalk at the intersection of Fifth/Mission Streets to 25 feet. • Upgrading traffic and pedestrian signals at the intersection of Fifth/Mission Streets. • Restriping Minna Street travel lanes between Fifth Street and the garage entrances to provide additional vehicle queuing on Minna Street. • New and more visible "MINNA STREET GARAGE ENTRANCE" and "GARAGE FULL" signage at the Fifth and Mission Garage.	Project sponsor and SFMTA	Prior to issuance of occupancy permit for first new Building	The first new Building to commence construction shall provide funds in an amount to be reasonably specified by DPW, in accordance with Exhibit G, Transportation Program, to the Development Agreement, to be used for the improvements identified in M-TR-7	Department of Public Works and SFMTA	Project sponsor's obligations deemed completed after payment of funds associated with the first. Considered complete as to the DPW/SFMTA obligations once construction of listed improvements are complete.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure TR-10 Construction Measures Construction Coordination – To reduce potential conflicts between construction activities and pedestrians, bicyclists, transit and vehicles at the project site, the contractor shall prepare a Construction Management Plan for the project construction period. The project sponsor/construction contractor(s) shall also meet with DPW, SFMTA, the Fire Department, Muni Operations and other City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations (not anticipated, but if determined necessary) and other measures to reduce potential traffic, bicycle, and transit disruption and pedestrian circulation effects during construction of the proposed project. This review shall consider other ongoing construction in the project area, such as construction of the nearby Central Subway Moscone Station. As part of this effort, alternate construction staging locations shall be identified and assessed. Carpool and Transit Access for Construction Workers – To minimize parking demand and vehicle trips associated with construction workers, the construction contractor shall include methods to encourage carpooling and transit access to the project site by construction workers in the Construction Management Plan.	Project sponsor and construction contractor(s)	Prior to issuance of site/building permits for each new Building and ongoing during construction activities	Each Building, new or existing to be renovated, shall prepare and implement a Construction Management Plan for its construction as outlined in M-TR-10 to the satisfaction of Department of Public Works, SFMTA, the Fire Department, Muni Operations and other City agencies, as applicable and to coordinate its Plan, as necessary, with concurrent construction. Project Construction updates shall be given to businesses and residents adjacent to and within 150 feet of the Project site.	SFMTA and Department of Public Works	Considered complete as to each new Building after construction activities are completed as to such Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Construction Truck Traffic Management – To minimize construction traffic impacts on Mission, Fifth, and Howard Streets, and on pedestrian, transit, bicycle and traffic operations, the construction contractor shall be required to retain traffic control officers during peak construction periods. Project Construction Updates for Adjacent Businesses and Residents – To minimize construction impacts on access to nearby institutions and businesses, the project sponsor shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, parking lane and sidewalk closures. A regular email notice shall be distributed by project sponsor that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.					
Mitigation Measure NO-1 To ensure that project noise from construction is minimized to the maximum extent feasible, the project sponsor shall prepare and implement a noise reduction program prepared by a qualified acoustical consultant to reduce construction noise impacts to the maximum extent feasible, subject to review and approval by the Planning Department and Department of Building Inspection prior to the issuance of project-specific permits.	Project sponsor's qualified acoustical consultant and construction contractor(s)	Prior to the issuance of demolition and excavation permits for each Building (including associated open space and streetscape improvements)	The sponsor or its contractors shall prepare and implement a noise reduction program for construction (including for excavation and/or grading work necessary for development of open space areas and/or streetscape improvements required to be constructed with the building) that meets the criteria of M-	Planning Department and Department of Building Inspection	Considered complete as to each Building after construction activities are completed as to such Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
The noise reduction program shall include the following measures: • To reduce impacts associated with pile driving, a set of site specific noise attenuation measures shall be implemented under the supervision of a qualified acoustical consultant during the project construction period. These attenuation measures shall include as many of the following control strategies, and any other effective strategies, as feasible: • The project sponsor shall require the construction contractor to erect temporary plywood noise barriers along the boundaries of the project site to shield potential sensitive receptors and reduce noise levels; • Contractors shall implement "quiet" pile-driving technology (such as predrilling of piles, sonic pile drivers, and the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of technical and structural requirements and conditions; • The project sponsor shall require that the construction contractor limit pile driving activity to result in the least disturbance to neighboring uses, where possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, exhaust mufflers on the compressed air exhaust apparatuses shall be used, along with external noise jackets		and ongoing during demolition and construction activities.	NO-1, and submit the noise reduction program plans to the Planning Department and Department of Building Inspection for approval.		

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
on the tools, which could reduce noise levels by as much as 10 dBA. • The project sponsor shall include noise control requirements in specifications provided to construction contractors. Such requirements could include, but not be limited to, performing all work in a manner that minimizes noise to the extent feasible; use of equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants, as feasible; and selecting haul routes that avoid residential buildings inasmuch as such routes are otherwise feasible. Prior to the issuance of the building permit, along with the submission of construction documents, the project sponsor shall submit to the Planning Department and Department of Building Inspection a list of measures to respond to and track complaints pertaining to construction noise. These measures shall include: a procedure and phone numbers for notifying the Department of Building Inspection, the Department of Public Health, and the Police Department of complaints (during regular construction hours and off-hours); 2) a sign posted on-site describing noise complaint procedures and a complaint hotline number that shall be answered at all times during construction; 3) designation of an on-site construction complaint and enforcement manager for the project; and 4) notification of neighboring residents and nonresi-					

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
dential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities (defined as activities generating noise levels of 90 dBA or greater) about the estimated duration of the activity and associated control measures that will be implemented to reduce noise levels.					
Mitigation Measure NO-3 The project sponsor shall incorporate standard industrial noise control measures for stationary equipment. Such measures may include enclosing equipment in sound-attenuating structures, using buildings to shield these noise sources from sensitive receptors, or mounting equipment on resilient pads to reduce both groundborne and airborne vibration noises. The project sponsor shall ensure that operational noise from stationary sources would not exceed the thresholds set forth in the Noise Ordinance for fixed source noise. The project sponsor shall use standard design features/approaches, including installation of relatively quiet models of mechanical equipment, installation of exhaust silencers, orientation or shielding to protect sensitive uses, and installation within enclosures when necessary to reduce stationary, or fixed source, noise levels to below the established threshold when measured at the property line of the nearest affected sensitive receptor.	Project sponsor and its contractor(s)	Prior to the issuance of occupancy permit for each Building with a new stationary source(s).	Each Building with a new stationary source shall implement noise control measures for stationary sources as described in M-NO-3 in order to meet the thresholds for operational noise set forth in the City's Noise Ordinance.	Department of Building Inspection	Considered complete as to each Building with a new stationary source upon installation of appropriate noise control measures.
Mitigation Measure NO-4 All residential units shall be designed to meet the interior noise standard of 45 dBA L_{dn} so that	Project sponsor's architect and qualified acoustical	Prior to the issuance of site/building	Buildings M-2 and N-1 shall design all residential units in compliance with the interior	Department of Building Inspection	Considered complete as to each of M-2 and

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
windows and doors can remain closed, and an alternate form of ventilation shall be provided, such as mechanical ventilation or air conditioning. Once design plans have been finalized, the project sponsor shall prepare a detailed final acoustical analysis report with building design noise reduction requirements identified that would provide an interior noise level of 45 dBA. This report shall be submitted to the Department of Building Inspection (DBI) prior to issuance of a building permit.	consultant	permit for each new residential Building (M-2, N-1).	noise standard of 45 dBA L_{dn} and submit a final acoustical analysis to the Department of Building Inspection.		N-1 upon receipt of final acoustical analysis report for each such Building.
Mitigation Measure AQ-3a *Construction Emissions Minimization*. To reduce the health risk associated with construction of the Project, prior to and during construction, the project sponsor shall implement the following multi-part construction emissions minimization measure: *A. Construction Emissions Minimization Plan*. Prior to issuance of a construction permit, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements: *1.* All off-road equipment greater than 25 horsepower and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:	Project sponsor and construction contractor	Prior to and during construction of each Building (including associated open space and streetscape improvements) and ongoing during demolition and construction activities	Each Building (including excavation and/or grading work necessary for development of open space areas and/or streetscape improvements required to be constructed with the building) shall implement the emissions reduction measures per M-AQ-3 as appropriate, including the development of an emissions reduction plan, and quarterly reports detailing construction equipment use by construction phase, and estimates of fuel use to the satisfaction of the Environmental Review Officer.	Planning Department and Department of Building Inspection	Considered complete as to each Building after construction activities are completed and submittal of the final plan summarizing previously completed construction activities as to such Building.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
a) Where access to alternative sources of power are reasonably available, portable diesel engines shall be prohibited; b) All off-road equipment shall have: i. Engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 2 off-road emission standards, and ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS). c) Exceptions: i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the Environmental Review Officer (ERO) that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for onsite power generation. ii. Exceptions to A(1)(b)(ii) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with ARB Level 3 VDECS is: (1) technically not feasible, (2) would not produce desired emissions reductions due to expected					

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. In addition, if seeking an exception, the project sponsor shall be required to demonstrate to the ERO's satisfaction that the resulting construction emissions would not exceed thresholds of significance identified within the EIR for exposing sensitive receptors to substantial pollutant concentrations. 1. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable ~~s~~State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two minute idling limit. 2. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.					

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
3. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed, descriptions and information may include, but is not limited to: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used. 4. The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of the Plan to members of the public as requested. *B. Reporting*. Quarterly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual					

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
amount of alternative fuel used. Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used. *C. Certification Statement and On-site Requirements.* Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.					
Mitigation Measure AQ-3b Diesel Backup Generator and Fire Pump Specifications. To reduce the health risk associated with operation of the Project, the project sponsor shall implement the following measure: A. All new diesel backup generators and fire pumps shall have: 1. Engines that meet or exceed California Air Resources Board (ARB) Tier 2 off-road emission standards, and 2. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDES). B. All new diesel backup generators and fire pumps shall have an annual maintenance	Project sponsor and construction contractor	Submit generator authorization from Bay Area Air Quality Management District for review by Environmental Review Officer prior to the issuance of occupancy permit for each Building with diesel	Each Building with new diesel backup generators shall Implement M-AQ-3b and maintain all diesel generators and fire pumps in compliance with this measure in perpetuity. Equipment specifications for all new permits shall be submitted to Planning Department for approval and records of the testing schedule shall be maintained for the life of each piece of equipment.	Planning Department and Department of Building Inspection	As to engine and filter specifications, considered complete as to each Building with new diesel backup generators when specifications are submitted and approved. Operating and record-keeping obligations are ongoing as

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
testing limit of 20 hours, if feasible, and up to a maximum of 30 hours per engine. C. For each new diesel backup generator or fire pump permit submitted for the project, including any associated generator pads, engine and filter specifications shall be submitted to the San Francisco Planning Department for review and approval prior to issuance of a permit for the generator or fire pump from the San Francisco Department of Building Inspection. Once operational, all diesel backup generators and VDECS shall be maintained in good working order in perpetuity and any future replacement of the diesel backup generators, fire pumps, and Level 3 VDECS filters shall be required to be consistent with these emissions specifications. The operator of the facility shall maintain records of the testing schedule for each diesel backup generator and fire pump for the life of that diesel backup generator and fire pump and provide this information for review to the Planning Department within three months of inquiries for such information.		generator(s)			specified in M-AQ-3b.
Mitigation Measure AQ-4 *Enhanced Ventilation Measures.* To reduce the health risk associated with toxic air contaminants from roadways and stationary sources, the project sponsor shall implement the following: • Air Filtration and Ventilation Requirement for Sensitive Land Uses. Prior to receipt of any certificate of occupancy, the project sponsor shall submit an enhanced	Project sponsor's licensed mechanical engineer	Prior to issuance of occupancy permit for each new residential Building (M-2 and N-1)	The M-2 and N-1 Buildings shall prepare, submit for approval and implement an enhanced ventilation plan prepared by a licensed mechanical engineer in compliance with the criteria set forth in M-AQ-4, and prepare a maintenance plan	Department of Building Inspection	As to the ventilation and maintenance plans, compliance with the preparation requirement shall be deemed complete as to

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
ventilation plan for the proposed building(s). The enhanced ventilation plan shall be prepared and signed by, or under the supervision of, a licensed mechanical engineer or other individual authorized by the California Business and Professions Code Sections 6700-6799 and shall show that the building ventilation system will be capable of achieving protection from particulate matter (PM2.5) equivalent to that associated with a Minimum Efficiency Reporting Value (MERV) 13 filtration, as defined by the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standard 52.2. The enhanced ventilation plan shall explain in detail how the project will meet the MERV-13 performance standard identified in this measure. • Maintenance Plan. Prior to receipt of any certificate of occupancy, the project sponsor shall present a plan that ensures ongoing maintenance for the ventilation and filtration systems. • Disclosure to Buyers and Renters. The project sponsor shall also ensure the disclosure to buyers (and renters) that the building is located in an area within existing sources of air pollution and as such, the building includes an air filtration and ventilation system designed to remove 80 percent of outdoor particulate matter and shall inform occupants of the proper use of the installed filtration system.			for the ventilation and filtration systems, and inform buyers of the proper use of such installed filtration system.		each of M-2 and N-1 upon sign-off by DBI that the requirement has been met. Compliance with the maintenance and disclosure requirements are ongoing pursuant to M-AQ-4.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
Mitigation Measure HZ-1 The following actions shall be implemented by the project sponsor: *Evaluation of Subsurface Conditions.* The project sponsor shall initiate compliance with, and ensure that the project fully complies with, Article 22A of the San Francisco Health Code. Per Article 22A, a site history report shall be prepared, and if appropriate, a soil investigation, soil analysis report, site mitigation plan, and certification report shall also be prepared. If the presence of hazardous materials is indicated, a site health and safety plan shall also be required. The soil analysis report shall be submitted to DPH. If required on the basis of the soil analysis report, a site mitigation plan shall be prepared to: 1) assess potential environmental and health and safety risks; 2) recommend cleanup levels and mitigation measures, if any are necessary, that would be protective of workers and visitors to the property; 3) recommend measures to mitigate the risks identified; 4) identify appropriate waste disposal and handling requirements; and 5) present criteria for on-site reuse of soil. The recommended measures shall be completed during construction. Upon completion, a certification report shall be prepared and submitted to DPH documenting that all mitigation measures recommended in the site mitigation report have been completed and that completion of the mitigation measures has been verified through follow-up soil sampling and analysis, if	Project sponsor and construction contractor(s)	Prior to the issuance of excavation and demolition permits for each Building and ongoing during demolition and construction activities	Each new Building (including excavation and/or grading work necessary for development of open space areas and/or streetscape improvements required to be constructed with the building) shall comply with Article 22A of the SF Health Code and prepare all necessary reports and documentation for submittal to the Department of Public Health. Implement all cleanup, mitigation, and safety measures as recommended. The Dempster Printing Building shall retain a Certified Building Inspector to perform a mold evaluation of the building and provide written certification of mitigation by a Certified Industrial Hygienist to the Department of Public Health upon completion.	Department of Public Health and Planning Department	As to each new Building, (1) the subsurface obligations shall be deemed complete upon approval of the referenced reports and completion of excavation activities; (2) as to the Dempster Building, the mold evaluation obligation shall be deemed complete upon sign-off by DPH on the certification.

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/ Reporting Responsibility	Monitoring Schedule
required. The evaluation shall also be submitted to the Planning Department to become part of the case file. *Evaluation of Mold in Dempster Printing Building*. Prior to renovation of the Dempster Printing Building, the project sponsor shall ensure that the building is evaluated by a Certified Building Inspector, and if the inspector determines mitigation is required, it shall be implemented by a Certified Building Inspector with confirmation that the mitigation is complete (and no mold hazards exist) by a Certified Industrial Hygienist.					

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Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

Planning Commission Draft Resolution

GENERAL PLAN FINDINGS
PLANNING CODE SECTION 101.1 FINDINGS

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS OF CONSISTENCY WITH THE SAN FRANCISCO GENERAL PLAN AND PLANNING CODE SECTION 101.1 FOR THE 5M PROJECT AND VARIOUS ACTIONS AND APPROVALS ASSOCIATED THEREWITH (LOTS 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, AND 097-100 , ASSESSOR'S BLOCK 3275)

PREAMBLE

1. **WHEREAS,** On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("Project"), including amendments to the General Plan, Planning Code and Zoning Maps.

2. **WHEREAS,** The Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

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

4. **WHEREAS,** The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

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

6. **WHEREAS,** The Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and

public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, an pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

7. **WHEREAS,** On November 20, 2014, the Planning Commission held an informational hearing regarding the Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

8. **WHEREAS,** In order for the Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

9. **WHEREAS,** On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the Project 1) approving a Development Agreement for the Project, and 2) amending the Planning Code to add Section 249.74 to create the Fifth and Mission Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the Fifth and Mission Special Use District and height reclassifications associated therewith.

10. **WHEREAS,** On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

11. **WHEREAS,** On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections

15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California

12. **WHEREAS,** On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR for the Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No.___.

13. **WHEREAS,** Also on September 17, 2015 at a duly noticed public hearing at a regularly scheduled meeting, by Resolution No. ____, the Commission adopted a Resolution recommending that the Board of Supervisors approve various General Plan amendments required for the Project, and adopted findings in connection therewith.

14. **WHEREAS**, The proposed Ordinance prepared in order to create the Fifth and Mission Special Use District and amend Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the Fifth and Mission Special Use District and height reclassifications associated therewith is attached hereto as Exhibit A..

15. **WHEREAS**, The Commission has had available to it for its review and consideration studies, case reports, letters, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearings on the Project.

MOVED, that the Planning Commission has reviewed and considered the Project and approval actions associated therewith, and the record associated therewith, including the comments and submissions made to this Planning Commission, and based thereon, hereby adopts the General Plan and Planning Code Section 101.1 Consistency Findings set forth herein.

FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **General Plan Compliance.** The Project and approvals associated therewith, and the individual building components and improvements associated therewith, all as more

particularly described in Exhibit B to the Development Agreement on file with the Planning Department in Case No. _____, are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as described herein and in Planning Commission Resolution No. XXXXX (2011.0409PCA).

A. HOUSING ELEMENT

OBJECTIVE 1: IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.1: Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

POLICY 1.8: Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

POLICY 1.10: Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The Project is a mixed-use development comprising a total of approximately 690 residential units with a range of unit types, including studios and one- and two-bedroom units. As detailed in the Development Agreement, the Project exceeds the inclusionary affordable housing requirements of the Planning Code, through a partnership between the developer and the City to reach a 33% affordable level, including through contributions to housing from the commercial buildings.

The location of the Project site in close proximity to major regional and local public transit, together with the Project's proposed pedestrian and bicycle circulation improvements, as described in more detail below, would enable households within the Project to easily rely on public transportation, walking and bicycling for the majority of daily trips. The mixed-use nature of the Project and the proximity of the commercial buildings to transit further supports these policies.

OBJECTIVE 11: SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.7: Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

The Project, as described in the Development Agreement, includes a program of substantial community benefits designed to support and respect the character of the surrounding neighborhoods. In addition, the Project would preserve three historic resources, the Chronicle Building at 901-933 Mission Street, the Camelline Building at 430 Natoma Street, and the Dempster Printing Building at 447-449 Minna Street, and would not demolish any historic resources.

Any work that affects the character-defining features of the exterior of the Chronicle will be conducted according to Secretary of the Interior Standards. The Dempster Printing Building will be rehabilitated according to Secretary of the Interior Standards, anchoring the low-rise texture of the area and supporting the pedestrian-focused alleyways that will intersect around the core public spaces at Mary Court. Any future proposal to modify the exterior of the Camelline Building in a manner that affects character-defining features similarly will be required to comply with Secretary of the Interior Standards.

The Project design would respect the character of older development in the vicinity through D4D standards and guidelines for overall building massing and design strategies to achieve a relationship to the historic context.

OBJECTIVE 12: BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

POLICY 12.1: Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

POLICY 12.2: Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

The Project site is located at a transit hub, in close proximity to major regional and local public transit. The Project includes incentives for the use of transit, walking and bicycling through its Transportation Demand Management ("TDM") program. In addition, the Project's streetscape design would enhance vehicular, bicycle and pedestrian access and connectivity through the site. The Project site can be accessed directly by several major local and regional public transportation providers. Therefore, new residential and commercial buildings constructed as part of the Project would rely on transit use and environmentally sustainable patterns of movement.

The Project would include approximately 59,500 gross square feet of open space and landscaped areas, as further detailed in the D4D. The Project would include two major open space areas: the Chronicle Rooftop, and Mary Court, plus pedestrian improvements along the northern portion of Mary Street between Mission and Minna Streets and the southern portion of Mary Street between Natoma and Howard Streets, and would exceed the Planning Code requirements for open space.

The D4D includes a 5M Sustainability Code Baseline Sustainability Standards Matrix that details applicable State and local code requirements applicable to the Project, and requires the Project to fulfill the minimum requirements in this Matrix related to energy, water, waste, transportation, materials, air quality, wildlife, and site. The D4D further provides that all new large commercial buildings and major renovations within the Project site shall achieve a minimum certification of LEED Gold and all new high-rise residential buildings shall achieve a minimum certification of LEED Silver. D4D also includes a Sustainability Guidelines Matrix, and encourages the Project to incorporate goals and implement strategies listed therein where possible.

The Project includes substantial contributions related to quality of life elements such as open space, affordable housing, transportation improvements, childcare, schools, arts and cultural facilities and activities, workforce development, youth development, and historic preservation.

B. COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1: MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.1: Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

The Project is intended to provide a distinct mixed-use development with office, retail, residential, cultural, educational, and open space uses and providing space for uses such as co-working, media, arts, and small-scale urban manufacturing. The Project would leverage the Project site's central location and close proximity to major regional and local public transit by building a dense mixed-use development that allows people to work and live close to transit. The Project's buildings would be developed in a manner that reflects the Project's location at the intersection of the Downtown core and South of Market Area through urban design features such as incorporating heights and massing at varying scales, orienting tall buildings toward the Downtown core, maintaining a strong streetwall along exterior streets, and utilizing mid-rise buildings to provide appropriate transitions to larger buildings. The Project would create a dense commercial center and a continuum of floorplate sizes for a range of users, substantial new on-site open space, and sufficient density to support and activate the new active ground floor uses and open space in the Project.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project would also construct high-quality housing with sufficient density to contribute to 24-hour activity on the Project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents. The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that could accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as transparent building frontages and large, direct access points to maximize circulation between, and cross-activation of, interior and exterior spaces.

As described in the Housing Element findings above, the Project would retain the Chronicle, Camelline, and Dempster Printing Buildings as cultural markers on the site. The Project would also promote sustainability at the site, building, and user level by incorporating LEED or equivalent sustainability strategies, as described in the above findings regarding Housing Element Objective 12. As described in the Development Agreement, the Project provides a substantial program of community benefits.

OBJECTIVE 2: MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

POLICY 2.1: Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

See discussion in Commerce and Industry Element Objective 1 and Policy 1.1, which explain the Project's contribution to the City's overall economic vitality.

OBJECTIVE 3: PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

POLICY 3.2: Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project will provide expanded employment opportunities for City residents at all employment levels, both during and after construction. The Development Agreement, as part of the extensive community benefit programs, includes focused workforce first source hiring – both construction and end-user – as well as a local business enterprise component.

C. TRANSPORTATION ELEMENT

OBJECTIVE 2: USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.1: Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.

POLICY 2.5: Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project is located within an existing high-density urban context, and within the core of existing and future local, regional, and statewide transportation services. The Project includes a detailed TDM program, including various performance measures, physical improvements and monitoring and enforcement measures designed to create incentives for transit and other alternative to the single occupancy vehicle for both residential and commercial buildings. In addition, the Project's design, including its streetscape elements, is intended to promote and enhance walking and bicycling.

OBJECTIVE 23: IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1: Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

POLICY 23.2: Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

POLICY 23.6: Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

The Project reflects these policies by improving pedestrian safety and streetscape enhancement measures as described in the D4D and reflected in the mitigation measures and Transportation Plan in the Development Agreement, including but not limited to conversion of Mary Street between Mission and Minna Streets to a pedestrian-only alley, the North Mary Pedestrian Alley, and widening of various sidewalks within and adjacent to the Project site, and the addition of new, and enhancement of existing, mid-block crossing and crosswalk areas.

D. URBAN DESIGN ELEMENT

OBJECTIVE 1: EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.1: Recognize and protect major views in the city, with particular attention to those of open space and water.

As explained in the D4D, the Project uses a mix of scales and interior and exterior spaces, with this basic massing further articulated through carving and shaping the buildings to create views and variety on the skyline, as well as pedestrian-friendly, engaging spaces on the ground. The massing locates the greatest height and density along the larger streets of Fifth and Howard, stepping down toward the center of the Project site. The Project would not have any substantial adverse effect on any views from streets that transect the City and are recognized in the Urban Design Element as a critical component of the City's pattern and legibility. As explained in the D4D, the view from Powell Street south to Portrero Hill (from California Street) was an important factor in the Project's urban design. In order to provide an open view of the sky and distant hills from Powell Street, the M-2 Building has been limited to a maximum of 220 feet in height.

POLICY 1.2: Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.3: Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

Although building heights in the immediate vicinity of the Project site, including areas to the north, south and west of the site, generally range between 45 and 160 feet, a concentration of 300- to 500-foot-tall buildings can be found within one or two blocks to the east, including the 340-foot-tall Intercontinental Hotel at the northeast corner of Fifth and Howard Streets, immediately across from the Project site. Although the proposed buildings on the Project site would be taller than buildings surrounding the site, taller buildings and increased density would not be inherently incompatible with surrounding areas, as the Downtown is planned to contain the most intense pattern of urban development in the City. This area of San Francisco is characterized by a pattern of varied building forms and heights, ranging from early 20th Century one- to two-story buildings to taller, more modern construction, and the more intensely developed uses on the site near lower-scale buildings would not inherently conflict with adjacent land uses.

The proposed buildings have been designed, through their architectural features and articulations, along with the streetscape design tying them together, with the open spaces, and into the neighborhood, to complement each other and the surrounding buildings (including the existing Chronicle, Examiner, Camelline, and Dempster Printing Buildings), open spaces, and neighborhoods. The D4D includes architectural design guidelines for the residential towers that ensure that the design shall respond to immediately adjacent historic buildings. As a result, the Project would be integrated into the pattern of and would further activate the neighborhood, downtown, and the City as a whole. The Project, which will be a center of activity, will be architecturally compatible with the prevailing pattern of buildings in the SoMa/Yerba Buena area.

POLICY 2.4: Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.5: Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

See discussion above in Housing Element Objective 11, Policy 11.7.

OBJECTIVE 3: MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

See discussion above in Objective 1, Policy 1.3.

E. RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1: ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

POLICY 1.1: Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

POLICY 1.7: Support public art as an essential component of open space design.

The Project would include approximately 59,500 gross square feet of open space and landscaped areas, s further detailed in the D4D. Mary Court is intended to serve as an "urban room" that spills out of and into adjacent active frontages and shared streets. Mary Court will be divided by Central Mary Street into a more passive open space area (Mary Court West) and more active open space area (Mary Court East). Both are capable of hosting public events and performances, paired with circulation to support and expand the space as needed. Mary Court will provide a platform for creativity and interaction. Primarily hardscaped with flexible structures, it is intended to facilitate a range of informal and formal activities, including: play space for kids (and adults); dance performances; plays and live music; interactive art installations; art exhibitions; general seating and people watching; café and/or retail kiosks; program containers and pods; food trucks; and festivals and weekend markets.

Public usable open space within the Chronicle Rooftop will provide opportunities for informal and formal activities, passive and active, to invite people of different generations and cultures, and different pastimes into the space. The D4D provides for temporary streetscape improvements, such as parklets, along all interior streets (Minna, Natoma, and Mary), with selected locations for street trees and artwork. Other amenities to enhance the pedestrian experience may include comfortable seating, attractive plantings, public art displays, and additional bicycle parking.

POLICY 1.12: Preserve historic and culturally significant landscapes, sites, structures, buildings and objects.

See discussion in Housing Element Objective 11, Policy 11.7.

OBJECTIVE 3: IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE.

POLICY 3.1: Creatively develop existing publicly-owned right-of-ways and streets into open space.

The Project would encourage non-automobile transportation to and from open spaces, and would ensure physical accessibility to recreational facilities and open spaces to the extent feasible. The D4D provides that Natoma, Mary, and Minna Streets would provide pedestrian-focused design elements, such as parklets, to expand the experience of the sidewalks.

F. ARTS ELEMENT

POLICY VI-1.9: Create opportunities for private developers to include arts spaces in private developments city-wide.

The Development Agreement includes as Exhibit H an arts program which includes contributions to fund both on-site arts facilities and programs.

G. DOWNTOWN AREA PLAN

OBJECTIVE 2: MAINTAIN AND IMPROVE SAN FRANCISCO'S POSITION AS A PRIME LOCATION FOR FINANCIAL, ADMINISTRATIVE, CORPORATE, AND PROFESSIONAL ACTIVITY.

POLICY 2.2: Guide location of office development to maintain a compact downtown core and minimize displacement of other uses.

The Project facilitates maintenances of a compact downtown core by locating a dense, mixed-use development, including major new office space, in the downtown and adjacent to major transit resources. The project consists of redevelopment of existing commercial buildings and surface parking lots, would not displace any existing housing, and would incorporate existing tenants into new uses.

OBJECTIVE 7: EXPAND THE SUPPLY OF HOUSING IN AND ADJACENT TO DOWNTOWN.

POLICY 7.1: Promote the inclusion of housing in downtown commercial developments.

The Project is a mixed-use development that would include a total of 690 residential units. Fees contributed by the commercial and residential components would also facilitate additional affordable housing resources in the Project vicinity, as further described in the Housing Element discussion under Objective 1.

POLICY 7.2: Facilitate conversion of underused industrial and commercial areas to residential use.

The Project involves the conversion of portions of an underused industrial and commercial site, portions of which are currently used for surface parking lots, to residential use.

OBJECTIVE 9: PROVIDE QUALITY OPEN SPACE IN SUFFICIENT QUANTITY AND VARIETY TO MEET THE NEEDS OF DOWNTOWN WORKERS, RESIDENTS, AND VISITORS.

POLICY 9.1: Require usable indoor and outdoor open space, accessible to the public, as part of new downtown development.

POLICY 9.2: Provide different kinds of open space downtown.

POLICY 9.5: Improve the usefulness of publicly owned rights-of-way as open space.

See discussion under Recreation and Open Space Element Objective 1, Policies 1.1 and 1.7.

OBJECTIVE 10: ASSURE THAT OPEN SPACES ARE ACCESSIBLE AND USABLE.

POLICY 10.1: Develop an open space system that gives every person living and working downtown access to a sizable sunlit open space within convenient walking distance.

POLICY 10.2: Encourage the creation of new open spaces that become a part of an interconnected pedestrian network.

See Discussion under Recreation and Open Space Element Objective 1, Policies 1.1 and 1.7.

OBJECTIVE 12: CONSERVE RESOURCES THAT PROVIDE CONTINUITY WITH SAN FRANCISCO'S PAST.

POLICY 12.1: Preserve notable landmarks and areas of historic, architectural, or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 12.2: Use care in remodeling significant older buildings to enhance rather than weaken their original character.

POLICY 12.3: Design new buildings to respect the character of older development nearby.

See discussion under Housing Element, Objective 11, Policy 11.7.

OBJECTIVE 13: CREATE AN URBAN FORM FOR DOWNTOWN THAT ENHANCES SAN FRANCISCO'S STATURE AS ONE OF THE WORLD'S MOST VISUALLY ATTRACTIVE CITIES.

POLICY 13.1: Relate the height of buildings to important attributes of the city pattern and to the height and character of existing and proposed development.

See discussion under Urban Design Element, Objective 1, Policies 1.1-1.3

OBJECTIVE 15: CREATE A BUILDING FORM THAT IS VISUALLY INTERESTING AND HARMONIZES WITH SURROUNDING BUILDINGS.

See discussion under Urban Design Element, Objective 1, Policies 1.1-1.3.

H. GENERAL PLAN MAPS.

Several maps and exhibits in the General Plan would need to be amended in association with the 5M project. A portion of the project site (bounded by Howard, Natoma, and Mary Streets) at the southeast corner of the property is located outside of the Downtown Plan, within the South of Market Area Plan. These amendments will adjust these boundaries to incorporate the project site within the Downtown Plan. The amendment will also correct an error in the Eastern Neighborhoods Area Plan maps, which erroneously depict these parcels as being located within the Eastern Neighborhoods boundary even

though the parcels were not included in the implementing ordinances. In addition, the amendments will indicate the rezoned heights proposed for the property, and will refer to the SUD associated with the project for guidance on specific controls for height, bulk, and tower separation. It should be noted that the parcel located at the northwest corner of Howard and Fifth Streets (194-198 Fifth Street, Lot 7 in Assessor's Block 3725), containing a five-story building with residential uses and "The Chieftain" bar at the ground floor, is not a part of the 5M Project site and would not be affected by these amendments. The specific exhibits to be amended are as follows:

- Downtown Plan Map 1 ("Downtown Land Use and Density Plan"): Amend boundaries of the Downtown Plan to incorporate the southeast portion of the project site, identify the land use designation as C-3-S, and add notes to refer to the Fifth and Mission Special Use District.
- Downtown Plan Map 5 ("Proposed Height and Bulk Districts"): Reclassify height and bulk limits within the project site to conform to heights proposed by associated zoning changes.
- Downtown Plan Figure 2 ("Bulk Limits"): Add reference to and SUD.
- Downtown Plan Figure 3 ("Bulk Control Upper Tower Volume Reduction"): Add reference to SUD.
- Downtown Plan Figure 4 ("Separation Between Towers"): Add reference to SUD.
- Urban Design Element Map 4 ("Urban Design Guidelines for Height of Buildings"): Add reference to SUD.
- Urban Design Element Map 5 ("Urban Design Guidelines for Bulk of Buildings"): Add reference to SUD.
- South of Market Area Plan Map 2 ("Generalized Land Use Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 3 ("Density Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 5 ("Height Plan"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.
- South of Market Area Plan Map 7 ("Open Space and Pedestrian Network Map"): Amend boundaries of South of Market Area Plan to remove southeast portion of the project site.

As amended, the Project would be consistent with the General Plan Maps.

3. **General Plan/Section 101.1 Consistency Determination**. The Project and approvals associated therewith, and the individual building components and improvements associated therewith, all as more particularly described in Exhibit B to the Development Agreement on file with the Planning Department in Case No. _____, are each on balance, consistent with the priority policies of Planning Code Section 101.1(b) as follows:

1. That existing neighbor-serving retail uses will be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced;

No neighborhood-serving retail uses are present on the Project site. Once constructed, the Project will contain major new retail space that will provide opportunities for employment and ownership of retail businesses in the community. These retail spaces will serve building residents and tenants and the local community. In addition, building tenants will patronize existing retail uses in the community,

enhancing the local retail economy. The Development Agreement includes commitments related to local hiring for commercial uses.

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

No existing housing will be removed for the construction of the Project, which will provide up to 690 new residential units. Furthermore, the Project is designed to be consistent with the varied land uses in the surrounding neighborhood, which reflect the intersection of Downtown and South of Market (SoMa) neighborhoods. Uses in the area include high-rise hotel, major retail, convention center, midrise office and residential development within one block of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial uses. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area.

The Project design is consistent with this context, both the density and height of Downtown and the diverse architectural character of SoMa. New office and residential towers in the Project reflect the density and height of Downtown. Concentrating these new buildings at the exterior edge of the Project site, along major roadways, enables the creation of new open space in the interior of the Project site. The retained and renovated or rehabilitated buildings within the Project site and active ground floor uses within the Project's new buildings would interact with the Project's new open spaces to reflect the finer-grain character of SoMa.

Lastly, the pedestrian streetscape and open space improvements proposed by the Project would function as a connection between the surrounding neighborhoods, and contribute to greater activity levels within the Project area itself. This would provide a desirable, pedestrian-friendly experience that would interact with ground floor retail space in the Project, and serve the existing neighborhood.

Thus, the Project would preserve and contribute to housing within the surrounding neighborhood and would otherwise preserve and be consistent with the neighborhood context.

3. That the City's supply of affordable housing be preserved and enhanced;

The construction of the Project will not remove any residential uses. The Project will enhance the City's supply of affordable housing through its affordable housing commitments in the Development agreement, which include a City/developer partnership to provide 33% affordable housing at or below 50% of Area Median Income.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

The Project would not impede transit service or overburden streets and neighborhood parking. A primary goal of the Project is to locate development in a manner that minimizes additional single-vehicle commuter traffic. The Project includes new residential uses together with existing and new commercial uses to promote commuting from within the site. The Development Agreement includes a

Transportation Sustainability Fee, transit improvements, and a robust Transportation Demand Management program.

The Project is also well served by public transit. It is located on Mission Street and one block from Market Street, both major transit corridors, as well as one block from the Powell Street BART/MUNI Station, a major transit hub. It is also one block from the alignment of the forthcoming Central Subway, providing a direct link to the CalTrain terminus at Fourth and Townsend Streets. The Golden Gate Bridge, Highway, and Transportation District provides regional transit services between San Francisco and Marin and Sonoma Counties with stops on Folsom and Harrison Streets. The A/C Transit District provides regional transit services between San Francisco and Alameda and Contra Costa Counties, with stops on Market Street. SamTrans, the San Mateo County Transit District provides regional services between San Francisco and San Mateo Counties with stops on Mission Street.

Lastly, the Project contains new space for vehicle parking within the N-1, M-2 and H-1 Buildings to serve new parking demand. Together with available capacity in the adjacent Fifth and Mission Parking Garage, this will ensure that sufficient parking capacity is available so that the Project would not overburden neighborhood parking, while still implementing a rigorous TDM Plan to be consistent with the City's "transit first" policy for promoting transit over personal vehicle trips.

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

The Project would not result in displacement of industrial or service uses. The Project is located on an underutilized site consisting of low-rise commercial buildings and surface parking lots, and will provide space to meet demand for various sizes of office space within the Downtown and SoMa areas.

The Project will provide future opportunities for service-sector employment within the retail and other active ground floor uses located within the Project.

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

The Project will comply with all current structural and seismic requirements under the San Francisco Building Code.

7. That landmarks and historic buildings be preserved;

The Project would preserve three historic resources, the Chronicle Building at 901-933 Mission Street, the Camelline Building at 430 Natoma Street, and the Dempster Printing Building at 447-449 Minna Street. and would not demolish any historic resources.

Any work that affects the character-defining features of the exterior of the Chronicle will be conducted according to Secretary of the Interior standards. The Dempster Printing Building will be rehabilitated

according to Secretary of the Interior standards, anchoring the low-rise texture of the area and supporting the pedestrian-focused alleyways that will intersect around the core public spaces at Mary Court. Any future proposal to modify the exterior of the Camelline Building in a manner that affects character-defining features similarly will be required to comply with Secretary of the Interior Standards.

The Project design would respect the character of older development in the vicinity through D4D standards and guidelines for overall building massing and design strategies to achieve a relationship to the historic context.

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

A technical analysis, prepared by Environmental Vision, was submitted to the Planning Department on analyzing the potential shadow impacts of a previous iteration of the 5M Project to properties under the jurisdiction of the Recreation and Park Department. The analysis concluded that the 5M Project would cast approximately 6,583 annual square-foot-hours of new shadow on Boeddeker Park, equal to approximately 0.00418% of the theoretically available annual sunlight ("TAAS") on Boeddeker Park. On an annual basis, the Theoretically Available Annual Sunlight ("TAAS") on the Park (with no adjacent structures present) is approximately 157,345,444 square-foot-hours of sunlight. Existing structures currently shade Boeddeker Park 41.59% of the year.

The increase in shadow is very small, and is concentrated in the passive recreation area and walkways near the northern gate along Ellis Street. The largest portion of the Park, which fronts on Eddy and Jones Streets and contains a playground, multi-purpose court, numerous tables and chairs, and expanses of grassy lawns would not be impacted by shadows from the 5M Project. The new shadows would be cast in the early morning hours, when usage of the park is generally low or prohibited. New shadows would occur during relatively limited spans of the year (from mid-October through late-November, and again from mid-January through late-February). When they occur, the shadows would be fleeting and of relatively short duration, ranging from 5 to 25 minutes, with an average duration of approximately 12 minutes.

In addition, the Project provides two major new privately owned, publicly accessible open spaces, a large privately owned residential open space and two smaller residential open spaces that together would provide up to 59,500 square feet of new open space through the Chronical rooftop and Mary Court.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Planning Department, and other interested parties, the oral testimony presented to the Planning Commission at the public hearing, and all other written materials submitted by all parties, the Planning Commission hereby ADOPTS this Resolution of findings of Consistency with the General Plan and the Priority Policies of Planning Code Section 101.1

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: September 17, 2015

SAN FRANCISCO
PLANNING DEPARTMENT

North Subject to: (Select only if applicable)

☐ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

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Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Zoning:	C-3-S (Downtown Support) District 90-X and 160-F Height and Bulk Districts
Block/Lot:	Lot 93 of Assessor's Block 3275 **[the "M-1 Site/Chronicle Building"]**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO THE PROPOSED PLANNING CODE SECTION 249.74(e), FIFTH AND MISSION SPECIAL USE DISTRICT (5M SUD) AND SECTION 303 TO CONVERT APPROXIMATELY 40,000 SQUARE FEET OF BASEMENT STORAGE SPACE TO OFFICE USES, WITHIN AN EXISTING BUILDING CONTAINING APPROXIMATELY 133,400 SQUARE FEET OFFICE USES, 43,300 SQUARE FEET OF BASEMENT STORAGE SPACE, 1,000 SQUARE FEET OF RETAIL SPACE AND 1,500 SQUARE FEET OF ASSEMBLY SPACE, INCLUDING AS A PORTION OF THE 5M DEVELOPMENT PROJECT REFERRED TO AS THE M-1 BUILDING, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), including a request for Conditional Use Authorizations for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code

Section ("Section") 249.74(e) to convert approximately 40,000 square feet of basement storage space to office uses, within an existing building containing approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space, located at 925 Mission Street, Lot 093 of Assessor's Block 3725 ("M-1 Site") within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "M-1 Project." The M-1 Project is one of the existing buildings in the larger mixed use commercial residential, retail/educational/cultural development project known as the "5M Project".

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

5. The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including amenities such as a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

6. On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the 5M Project, focusing on various issues raised at the third informational hearing.

7. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

8. On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the 5M Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this conditional use authorization for design review of development applications under the 5M SUD. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project, which requires, in lieu of Planning Code Section 309, which typically applies to development of buildings within the C-3 Zoning Districts, the conditional use authorization process described in the 5M SUD.

9. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

10. On October 15, 2014, the Department published a Draft Environmental Impact Report (EIR) for the 5M Project for public review. The Draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the Draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the Draft EIR prepared for the 5M Project. The Draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied

with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV/Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

11. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the CEQA Guidelines and Chapter 31. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

12. Also on September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission recommended that the Board of Supervisors approve the 5M SUD and various General Plan amendments required for the 5M Project, and adopted findings in connection therewith.

13. Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding Conditional Use Application No. _____. The Commission heard and considered the testimony presented to it at the public hearing and further considered written materials and testimony presented on behalf of the applicant, the Department and the Mayor's Office of Economic and Workforce Development staff, other City departments and interested parties and the record as a whole.

    MOVED the Commission herby authorizes the Conditional Use requested in Application No. 2011.0409CUA-X subject to the conditions contained in "Exhibit A" hereto of this Motion and in general conformance with the plans attached as "Exhibit B", which are incorporated herein by reference as though fully set forth herein, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The M-1 Site presently includes the 179,200 gsf Chronicle building consisting of approximately 133,400 square feet of office uses, 43,000 square feet of basement storage, 1,000 square feet of retail and 1,500 square feet of assembly uses.

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

   The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both (1) reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and (2) should add density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. **M-1 Site and Project Description.** The M-1 Project contemplates concurrent, conforming amendments to the Planning Code, adoption of design standards and guidelines (the D4D), and a Development Agreement for the entire 5M Project area. The M-1 Project consists of (a) conversion of up to 40,000 sf of storage to office space in the existing 179,200 square foot Chronicle Building, (b) interior and exterior renovations to accommodate mechanical, electrical and plumbing systems and building circulation required in connection with the demolition of a portion of the existing adjacent two-story above-ground connector between the Chronicle

Building and the existing San Francisco Examiner Building, and (c) exterior and interior renovation to create additional building access to/from either Mary or Minna streets. The M-1 Project building would remain three stories and approximately 50 feet in predominant height (not including the clock tower which extends to 85 feet and the corner other corners which extend to 55 feet) and would include three floors, two first-floor mezzanines and a basement comprising: up to 170,00 gsf of office space, 1,100 gsf of ground floor retail use and 3,400 gsf of lobby/core space. It also includes widening of the Fifth Street sidewalk from 10 to 18 feet (with a 60-foot long 8-foot deep inset for on-street loading) between Minna and Mission Streets with related sidewalk improvements and improvements to the adjacent Mission and Minna street frontages. While the renovation of the Chronicle building does not require the provision of new open space, the 23,000 Chronicle rooftop will provide publicly accessible open space for residential uses in the proposed adjacent N-1 Building contemplated by the 5M Project and will be constructed in connection with that residential building which is the subject of a separate conditional application in addition to this M-1 Project authorization.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Planning Code Compliance/Zoning and Entitlement Structure.** The 5M Project regulatory program is a comprehensive planning approach and entitlement structure for the entire site. The proposed 5M SUD sets a unique set of zoning regulations and approval processes for project implementation. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site, and height reclassifications are proposed to reflect the building heights shown in the D4D.. The 5M D4D as described in Resolution No. _____ articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. As with the entire 5M Project, the M-1 Project is governed by the proposed 5M SUD, D4D, and the Development Agreement The Commission finds that the M-1 Project is consistent with the Planning Code overall, and the proposed 5M SUD and D4D in the following manner:

A. **Use and Density.** The M-1 Project complies with the C-3-S and 5M SUD use and density controls of the Planning Code. The existing uses, and proposed conversion of basement storage area to office uses are expressly permitted.

B. **Floor Area Ratio**. 5M SUD Section 3(D) provides the permitted Gross Floor Area for the 5M Project shall not exceed 11:1. The M-1 building is consistent with the allowable FAR proposed for the overall 5M Project.

C. **Height and Bulk.** The SUD and D4D describe unique height and bulk regulations for buildings proposed for the 5M Project site. There is no change in the height or bulk of the existing M-1 building.

D. **Rear Yard Setback.** The provisions of Planning Code Sections 134 and 140 do not apply to the 5M Project, and the provisions of the 5M SUD apply in lieu of those provisions. The Chronicle building modifications do not trigger any new set back requirements and the basic building footprint does not change.

E. **Usable Open Space, Streetscape and Pedestrian Improvements, Active Street Frontages, Off-Street Parking and Car Sharing and Off-Street Loading** provisions of the Planning Code and the 5M SUD generally do not apply to the M-1 Project improvements to the existing Chronicle Building**.** The M-1 Project streetscape improvements and potential future rooftop improvements are consistent with the overall 5M SUD Regulatory Program. The Chronicle building will continue to use the approximately 37 accessory parking space on Assessors Block 3275 Lot 086 until that parcel is otherwise developed.

F. **Affordable Housing Program.** As set forth in the 5M Development Agreement Affordable Housing and Community Benefit Program, the 5M Project exceeds the Planning Code's Affordable Housing requirements by providing an anticipated 33% of the market rate dwelling units as affordable housing. The M-1 Project alone does not involve improvements to which the Planning Code Inclusionary Affordable Housing or Jobs Housing Linkage Programs apply.

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for conditional Use authorization. The 5M SUD provides in Section 249.74(e) that in it, the 5M D4D and Section 303 apply in lieu of the Section 309 process. The M-1 Project development application authorization process must meet these criteria. On balance, the project complies with the criteria of Section 303, in that:

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The M-1 Project would be a 175,200 square foot office building. Its proposed location is currently developed with office use. It is within the Downtown Plan area and C-3-S (Commercial Support) Zoning District, at the northern edge of the South of Market (SoMa) neighborhood.

Under the Downtown Plan, office uses are encouraged and they are principally permitted uses within the C-3-S District. The Downtown Plan encourages prime downtown office activities to

grow so long as negative effects can be controlled, including the displacement of other uses. The M-1 Project building would not displace existing uses and would not otherwise have detrimental effects because it is replacing a current use.

The Project is consistent and compatible with existing land uses in the immediate vicinity, which display a variability that reflects the intersection of Downtown and SoMa neighborhoods. High-rise hotel, major retail, convention center, midrise office and residential development are found within one block of the Project site. The low-rise office and ground floor active office uses proposed at the M-1 Project are reflected in, and compatible with, the surrounding community.

Furthermore, the Project's location, close to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating office uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that the number of private vehicle trips to Downtown are not detrimental to the area, because users will be within convenient walking distance of many transit options.

Thus, the location of the M-1 Project, within the Downtown Plan and C-3-S District, is an appropriate location for office use with active ground floor office uses.

2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(a) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The M-1 Project would continue to contain office uses at its current location. No exterior changes are proposed to the size or shape of the M-1 Project building, other than potential rooftop changes in connection with separate authorization for the N-1 Project.

Thus, the proposed site and proposed size and location of the M-1 Project would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

As discussed in the Draft Environmental Impact Report for the 5M Project ("DEIR"), the M-1 Project would be expected to generate traffic patterns similar to those it currently generates as an office use. It would retain approximately 37 accessory parking spaces on Lot 86 currently used by tenants of the building, until such time as that property may be needed for development. The Project will continue to be located in close proximity to major transit hubs and corridors. Loading for the Project building would continue to be on-street loading, on Fifth Street and Mission Street. Thus, traffic patterns for persons and vehicles, including the type and volume of such traffic, and the adequacy of proposed off-street parking and loading for the M-1 Project, is appropriately addressed so as to not be detrimental to the health, safety, convenience or general

welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

No materials or activities that result in noxious or offensive emissions will be used or engaged in within the M-1 Project. The EIR analyzed impacts related to noise and dust during both the construction and operational phases of the Project, and concluded that the Project would not result in significant impacts related to either, by including, where feasible, mitigation measures to be implemented as part of the Project. The M-1 Project building is an existing building that does not contribute to glare, and renovations will not use reflective or glare-producing materials.

(d) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

The 5M D4D standards and guidelines to be established for the 5M Project, applicable to the M-1 Project, are intended to ensure thoughtful and appropriate treatment of streetscape, landscape, open spaces, lighting and signage. Adjacent to the M-1 Project building, sidewalk treatments, signage, lighting and landscaping will be added to the Fifth, Mission and Minna Street sidewalks. Loading areas serving the M-1 Project building are on-street adjacent to the building to minimize impacts to streetscape and conflicts with pedestrians and private vehicles.

Thus, although the M-1 Project building is a renovation of an existing building, it would contribute public realm improvements that would be beneficial for, and not detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

3. That such a use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master (General) Plan:

The M-1 Project will comply with the provisions of the Planning Code, as contemplated to be amended, and will otherwise be consistent with key objectives of the Downtown Plan as discussed above. The M-1 Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

The M-1 Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2011.0409CUA-X** subject to the conditions attached hereto as "EXHIBIT A" and in general conformance with design graphic materials attached to Conditional Use Application No. _____, File No. _____, which is incorporated herein by reference as though fully set forth and attached hereto as Exhibit B. The Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the H--1 Project, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Final EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. _____. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-days period has expired) OR the date of the decision of the Board of Supervisors if this Motion is appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____
Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Conditional Use for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to 74 to convert approximately 40,000 square feet of basement storage space to office uses, within an existing building containing approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space, located at 925 Mission Street, Lot 093 of Assessor's Block 3725, within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "M-1 Project." The subject property is currently located within the C-3-S District, and the 90-X and 160-F Height and Bulk Districts. Such Authorization is for a Project as described therein and in general conformance with plans, dated September 17, 2015 and attached hereto and stamped "EXHIBIT B", included in the docket for Case No. **2011.0409CUA-X** and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. Except as otherwise permitted by the DA, **t**his authorization and rights vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,www.sf-planning.org

Expiration and Renewal. Except as otherwise permitted by the DA, **s**hould a Building or Site Permit be sought after the above referenced period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Except as otherwise permitted by the DA, once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended as provided in the DA in connection with a Litigation Extension or Excusable Delay, each as defined therein.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. Except as provided in the DA with respect to Applicable Laws and Future Changes to Existing Standards, no application for Building Permit, Site Permit, or other

entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. In addition, in order to implement the M-1 Project, the Project Sponsor must obtain an Office Allocation for the M-1 Site, and the conditions of approval for Case No. **2011.0409CUA-X**, attached as Exhibit B to Motion No. **XXXXX** are incorporated by reference as though fully set forth herein. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

Design. Final design, site, building or other implementing permits, addenda or other approvals (Applications), including without limitation materials, glazing, color, texture, landscaping, detailing, streetscape, lighting, street tree plantings, rooftop mechanical equipment location, garbage, composting and recycling storage location shall be reviewed by the Department staff and the Planning Director in accordance with the Planning Code Section 249.74(e) for consistency with the 5M Special Use District and the Design for Development. Applications consistent with the Special Use District and the Design for Development may be approved administratively by the Planning Director as therein provided.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Provision – C-3 Districts. Pursuant to Planning Code Section 138, and in accordance with the D4D for the Project, the Project Sponsor shall maintain in perpetuity for the life of the project the rooftop open space as described in this motion and in the D4D, which was construction as a condition of approval for the "N-1" Site (Case No. 2001.0409CUA-X).

For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Plaques – C-3 Districts. As applicable, and pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques at each building entrance including the standard City logo identifying, it; the hours open to the public and contact information for building management. The plaques shall be plainly visible from the public sidewalks on Mission, Fifth, Howard, Mary, Natoma, and Minna Streets, in locations determined in consultation with the Planning Department. The plaques and shall indicate that the open space is accessible to the public. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Transformer Vault. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

1. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

Overhead Wiring. The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.
For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500,www.sfmta.org

Noise, **Ambient**. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map 1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

For information about compliance, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

Street Trees. In accordance with this Conditional Use Authorization, the Design for Development and the 5M SUD, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees are in conformity with the Design for Development. The exact location, size and species of tree shall be as approved by the Director of the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Streetscape Plan. The Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the streetscape plan for the project frontage, [including the pedestrian improvements to North Mary Street,] so that the plan generally meets the standards of the D4D and all applicable City standards. The Project Sponsor shall [complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall] complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

Parking for Affordable Units. All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The permitted parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Car Share. Car share spaces shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers, in accordance with the Design for Development document for the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking Pursuant to the 5M SUD, the Project shall provide Class 1 and Class 2 bicycle parking spaces in the amounts and locations specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Showers and Clothes Lockers. Pursuant to the 5M SUD, the Project shall provide shower and clothes lockers in accordance with the D4D for the Project
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Parking Maximum. The Project shall provide off-street parking spaces that comply with the maximum ratios specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Off-street Loading. The Project will provide off-street loading spaces in accordance with the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Managing Traffic During Construction. In accordance with the Mitigation Monitoring and Reporting Program, the Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

Workforce Program. The Project Sponsor shall comply with the applicable requirements of the Workforce Agreement, Exhibit F to the DA.
For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

Transportation Program. The Project Sponsor comply with all the applicable requirements of the Transportation Program, Exhibit G to the DA, including without limitation, and to the extent applicable, the provisions regarding implementation and monitoring of a TDM program.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378www.sf-planning.org

Employment Brokerage Services - C-3 District. The Project Sponsor shall comply with the applicable requirements of the Workforce Program, Exhibit F to the DA.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Child Care Brokerage Services - C-3 District. Pursuant to Planning Code Section 165, the Project Sponsor shall provide on-site child-care brokerage services for the actual lifetime of the project. Prior to the issuance of any certificate of occupancy, the Project Sponsor shall execute an agreement with the Planning Department documenting the project's child-care program, subject to the approval of the Planning Director.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Transit Impact Development Fee. Pursuant to Planning Code Section 411, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Downtown Park Fee - C-3 District. Pursuant to Planning Code Section 412, the Project Sponsor shall pay the Downtown Park Fee. The fee shall be based on drawings of the net addition of gross floor area of office to be constructed as set forth in the building permit and shall be paid prior to the issuance of a temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Jobs Housing Linkage. Pursuant to Planning Code Section 413, the Project Sponsor shall contribute to the Jobs-Housing Linkage Program (JHLP). The calculation shall be based on the net addition of gross square feet of each type of space to be constructed as set forth in the permit plans. The Project Sponsor shall provide evidence that this requirement has been satisfied to the Planning Department prior to the issuance of the first site or building permit by the Department of Building Inspection.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Childcare Requirements for Office and Hotel Development Projects. Pursuant to Section 414, the Project Sponsor shall pay the in-lieu fee as required. The net addition of gross floor area subject to the fee shall be determined based on drawings submitted with the Building Permit Application.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Public Art. The Project Sponsor shall comply with the applicable provisions of the Art Program, Exhibit H to the DA, including with respect to the payment and allocation of fees for capital and programming purposes.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures in the Development Agreement and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Revocation due to Violation of Conditions. Subject to the review and other applicable provisions of the DA, should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

Garbage, Recycling, and Composting Receptacles. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made

aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

SAN FRANCISCO
PLANNING DEPARTMENT

North Subject to: (Select only if applicable)

☑ Inclusionary Housing
☐ Childcare Requirement
☐ Jobs Housing Linkage Program
☐ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

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Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Site Zoning:	C-3-S (Downtown Support) District 90-X, 160-F Height and Bulk Districts
Block/Lots:	Lots 089-091 of Assessor's Block 3275 **("M-2" Site)**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO THE PROPOSED PLANNING CODE SECTION 249.74(e), FIFTH AND MISSION SPECIAL USE DISTRICT (5M SUD) AND SECTION 303 FOR THE CONSTRUCTION OF A NEW BUILDING REACHING A ROOF HEIGHT OF APPROXIMATELY 200 FEET AND MEASURING APPROXIMATELY 264,300 SQUARE FEET, CONTAINING APPROXIMATELY 288 RESIDENTIAL UNITS, ACTIVE GROUND FLOOR USES OF APPROXIMATELY 6,800 GSF, BICYCLE PARKING USES OF APPROXIMATELY 1,300 GSF, AND LOBBY/CORE USES OF APPROXIMATELY 5,400 GSF, AS A PORTION OF THE 5M DEVELOPMENT PROJECT REFERRED TO AS THE M-2 BUILDING; ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING ADOPTION OF A MITIGATION AND MONITORING AND REPORTING PROGRAM; AND ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101(b).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the

5M Project ("5M Project"), including a request for Conditional Use Authorizations for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74(e) to construct a new building reaching a roof height of approximately 200 feet and measuring approximately 264,300 square feet , containing approximately 288 dwelling units including 6,800 gsf of retail and other ground floor uses at approximately 939, 941-45, and 947-49 Mission Street located on Lots 089-091 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "M-2 Project." The M-2 Project is one of three new buildings in the larger 5M Project.

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

5. The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including

amenities such as a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

6. On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the 5M Project, focusing on various issues raised at the third informational hearing.

7. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

8. On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the 5M Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this conditional use authorization for design review of development applications under the 5M SUD. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project in lieu of Planning Code Section 309

9. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

10. On October 15, 2014, the Department published a Draft Environmental Impact Report (EIR) for the 5M Project for public review. The Draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the Draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the Draft EIR prepared for the 5M Project. The Draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied

with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV/Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

11. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the CEQA Guidelines and Chapter 31. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

12. Also on September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission recommended that the Board of Supervisors approve the 5M SUD and various General Plan amendments required for the 5M Project, and adopted findings in connection therewith.

13. Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding Conditional Use Application No. _____. The Commission heard and considered the testimony presented to it at the public hearing and further considered written materials and testimony presented on behalf of the applicant, the Department and the Mayor's Office of Economic and Workforce Development staff, other City departments and interested parties and the record as a whole.

    MOVED the Commission herby authorizes the Conditional Use requested in Application No. 2011.0409CUA-X subject to the conditions contained in "Exhibit A" hereto of this Motion and in general conformance with the plans attached as "Exhibit B", which are incorporated herein by reference as though fully set forth herein, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The M-2 Site is located at the northeast portion of the 5M Project Site, measuring approximately 42,400 square feet.

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

   The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both (1) reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and (2) should add density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. **M-2 Site and Project Description.** The M-2 Project comprises one of three new buildings proposed as part of the 5M Project. The M-2 Project contemplates concurrent, conforming amendments to the Planning Code (including the proposed 5M SUD), adoption of design standards and guidelines in a Design for Development ("D4D") document, and a Development Agreement for the entire 5M Project area. It is a new, approximately 288-unit, 264,300 gross-square-foot (gsf) residential building with active ground floor uses located at the western corner of Mission and Mary Streets (Assessor's Block 3725, Lots 089-091). It would replace 18,800 square feet of surface parking lots. The M-2 Project would be 20 stories and 200 feet tall, with 250,800 gsf

devoted to residential use, and 13,500 gsf of ground active ground floor uses anticipated to be allocated as 6,800 gsf of retail use, 1,300 gsf of bicycle parking, and 5,400 gsf as lobby/core and building services space. Final allocations of space for each use will be refined prior to issuance of building permits.

The M-2 Project would include up to two subterranean parking levels able to accommodate 53 spaces accessory to the building. Also, the M-2 Project would provide approximately 149 Class 1 bicycle parking spaces and 19 Class 2 spaces, consistent with the quantities required by Planning Code Sec. 155.2, and the 5M SUD (subject to final design the number of spaces may vary somewhat, but in any event will be as required by the Planning Code).
On-street passenger and commercial loading would be provided on Mission Street – consisting of a passenger loading zone and two commercial metered parking spaces – and on Minna Street, consisting of two commercial metered spaces.

Construction of the M-2 Project would include a 3,600-square-foot open space terrace on the west side of the M-2 Project building, which would be exclusively available to residents. In addition, construction of the M-2 Project would include Mary Court East, an 11,500 square foot open space that will replace surface parking at the western and southern edges of Assessor's Block 3725 Lot 097 (along Mary Street and Natoma Street between the San Francisco Examiner Building (110 Fifth Street) and the Camelline Building (430 Natoma Street). Mary Court East is contemplated as a vibrant and versatile urban open space that facilitates a range of uses, from passive recreational space to programmed uses. Pop up café or retail uses can also be accommodated. Both open spaces would be completed prior to certificate of occupancy for the M-2 Project.

The use of portions of Mary Court East would be temporarily interrupted during the period of construction of Building N-1/New Examiner Building. These areas would be reopened before certificate of occupancy for the New Examiner Building or Building N-1, as required in Conditional Use Authorizations for those buildings. In the interim, Mary Court West contains sufficient open space to satisfy, under Planning Code Section 138(g), requirements for residential and commercial open space for Buildings M-2 and N-1.

The 5M D4D contemplates a variety of streetscape and pedestrian improvements. The M-2 Project includes several specific improvements within this overall program, including (a) converting Mary Street between Mission and Minna Streets to a pedestrian-only alley, the North Mary Pedestrian Alley, which would be closed to vehicular and bicycle traffic and associated improvements to the streetscape and roadway; (b) installation of a privately owned publicly accessible 1,600 square foot pedestrian improvement adjacent to the North Mary Pedestrian Alley; and (c) installation of streetscape improvements on the adjacent Mission and Minna Street frontages and streetscape improvements to sidewalks adjacent to Mary Court East. All associated streetscape, roadway and pedestrian safety improvements would be completed prior to certificate of occupancy for the M-2 Project and in accordance with the D4D.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Planning Code Compliance/Zoning and Entitlement Structure.** The 5M Project regulatory program is a comprehensive planning approach and entitlement structure for the entire site. The proposed 5M SUD sets a unique set of zoning regulations and approval processes for project implementation. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site, and height reclassifications are proposed to reflect the building heights shown in the D4D.. The 5M D4D as described in Resolution No. _____ articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. As with the entire 5M Project, the M-2 Project is governed by the proposed 5M SUD, D4D, and the Development Agreement The Commission finds that the M-2 Project is consistent with the Planning Code overall, and the proposed 5M SUD and D4D in the following manner:

A. **Use and Density.** The M-2 Project complies with the C-3-S and 5M SUD use and density controls of the Planning Code. The dwelling units and active ground floor use are expressly permitted. As required by SUD Section(d)(2), the M-2 Building will contain an average of four dwelling units per floor.

B. **Height and Bulk.** The SUD and D4D describe unique height and bulk regulations for buildings proposed for the 5M Project site, in order to sculpt the skyline of the 5M Project, create differentiation in height and articulation, and allow for ornamental features which will terminate and resolve the tops of these forms. The M-2 Project complies with these standards. Its residential tower roof height of 200 feet and rooftop features allowed up to a height of 220 feet also comply with SUD Sections 3(A) and 3(B) and the 5M D4D. The dimensions and massing of the M-2 Project building comply with the existing "-S" bulk controls of the Planning Code, and as provided in SUD Sections 3(A) and 3(B) and 5M D4D. The "lower tower" controls would apply between the base height up to a height of 160 feet, and the "upper tower" controls would apply above the lower tower to the maximum height of 200 feet. The base height is limited to a maximum of 103 feet and would be permitted to fluctuate by 10 percent subject to the design controls of the D4D.

The lower tower of the M-2 building complies with the S-bulk controls with the following floorplate dimensions: 160-foot plan length, 181-foot diagonal, 13,850 gsf maximum floorplate area, and an average floorplate area of 13,703 gsf. The upper tower of the M-2 building complies with the S-bulk controls with the following floorplate dimensions: 130-foot plan length, 155-foot plan diagonal, 13,850 gsf maximum floorplate area, and an average floorplate area of 12,370 gsf. The M-2 Project also meets the 5M D4D tower separation requirements to provide spacing, light, and air between structures within the 5M Project site. The separation requirements apply at all building heights above 145 feet, and require an average separation of 75 feet. This dimension may be reduced to as little as 55 feet between points of adjacent buildings, provided that the average separation between these buildings is a minimum of 75 feet. In the M-2 Project building, the minimum distance between the M-2 building and any other building over 145 feet within the 5M Project site is over 190 feet.

C. **Floor Area Ratio**. 5M SUD Section 3(D) provides the permitted Gross Floor Area for the 5M Project shall not exceed 11:1. The M-2 building is consistent with the allowable FAR proposed for the overall 5M Project.

D. **Rear Yard Setback and Dwelling Unit Exposure.** The provisions of Planning Code Sections 134 and 140 do not apply; however, the 5M SUD Section (C) Building Setbacks do provide that all buildings shall face onto a public right of way at least 20 feet in width or onto an open area (which may include rooftops of adjacent buildings within the District) that is unobstructed at the level of the unit in question for no less than 25 feet in every horizontal dimension. The M-2 Project building complies with those provisions by facing public rights of way on 3 sides: Mission Street to the north (85 feet in width unobstructed); the North Mary Pedestrian Alley to the east (20 feet of right-of-way plus 10 feet of pedestrian enhancement totaling 30 feet in width unobstructed); and Minna Street to the south (40 feet in width unobstructed). To the west, the M-2 building faces designated open space (25 feet in unobstructed width).

E. **Usable Open Space, Streetscape and Pedestrian Improvements, Active Street Frontages, Off-Street Parking and Car Sharing, Off-Street Loading and Dwelling Unit Mix** are consistent with the 5M SUD Regulatory Program. The M-2 building provides open space consistent with the Planning Code and 5M SUD in the form of Mary Court East, an 11,500 square foot public open space that will replace surface parking, and 3,600 sf of commonly used open space, private to the M-2 Project, as a terrace space on the west side of the M-2 Project building. The M-2 Project provides retail spaces with storefront transparency along Mission and Mary Streets, and a primary entrance on Mission Street, in compliance with the 5M SUD requirements for active frontages. The M-2 Project would include up to two subterranean parking levels able to accommodate 53 spaces accessory to the building. Together with parking in the N-1 Project, total residential parking is within the .5 spaces per dwelling unit parking ratio established in the 5M SUD, while providing corresponding car share as required by Planning Code Sec 166. Also, the M-2 Project would provide approximately 149 Class 1 bicycle parking spaces and 19 Class 2 spaces. These bicycle parking spaces will contribute to the overall quantity of bicycle parking required by Planning Code Sec. 155.2, and the 5M SUD.

On-street passenger and commercial loading would be provided on Mission Street – consisting of a passenger loading zone and two commercial metered parking spaces – and on Minna Street, consisting of two commercial metered parking spaces. A curb cut provided for parking ingress and egress from Minna Street would be within the dimensions required by the 5M SUD.

F. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. As set forth in the 5M Development Agreement Affordable Housing and Community Benefit Program, the 5M Project exceeds materially the Planning Code's Affordable Housing requirements by providing any anticipated 33% of the market rate dwelling units as Affordable Housing. As set forth in the 5M Development Agreement Affordable Housing Program, 20 percent of the units located in the M-2 Project building shall be permanently restricted, for the life of the M-2 Project building, for occupancy by very low income tenants meeting the applicable income eligibility and rent requirements set forth in Sections 42(g)(1) and 142(d)(1) of the Internal Revenue Code and California Health and Safety Code Section 52080, *et. seq*.

7. Planning Code Section 303 establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use Authorization. The 5M SUD provides in Section 249.74(e) that within the District, the provisions of Section 294.74(e), the 5M D4D and Section 303 apply in lieu of the Section 309 process. The M-2 Project development application authorization process must meet these criteria. On balance, the M-2 Project complies with the criteria of Section 303, in that:

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The M-2 Project proposes an approximately 200-foot residential building, with 288 units comprising 250,800 gsf and 6,800 square feet of ground floor retail use. The M-2 Project's proposed location is an 18,800 square-foot surface parking lot on Mission Street. The site is located within the Downtown Plan area and C-3-S (Commercial Support) Zoning District, at the northern edge of the South of Market (SoMa) neighborhood. The high-density residential and active ground floor uses proposed by the M-2 Project are desirable for and compatible with the proposed location and with uses found in surrounding areas, as described below.

Under the Downtown Plan, residential uses and ground floor retail uses are encouraged within and adjacent to the Plan area, and particularly within the C-3-S (Commercial Support) district that applies to the M-2 Project site. Residential and ground floor retail uses are also principally permitted uses in the C-3-S District, and dwelling unit density is not restricted in the C-3 District.

The proposed size and intensity of residential use in the M-2 Project building is particularly desirable for the proposed location. The site is underutilized given its current use and its proximity to existing and growing employment centers in Downtown and SoMa, as well as to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating high-density uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that

the number of private vehicle trips to Downtown is not detrimental to the area, because residents will be within convenient walking distance of many transit options. The size and intensity of the M-2 Project is also consistent with the City's 2020 Goals for increasing housing supply, including supply of affordable housing, by providing approximately 288 residential units, including 58 affordable units.

The varied land uses in the immediate vicinity of the M-2 Project reflect the intersection of Downtown and SoMa, with high-rise hotel, major retail, convention center, midrise office and residential development within two blocks of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial projects, and Moscone Center expansion. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area. Given this context, the size and intensity of the M-2 Project would be consistent with existing and proposed uses in and the character of the surrounding neighborhood. Furthermore, as concluded in the Draft EIR and Chapter II (Revised Project) of the Comments and Responses document, the 5M Project, including the M-2 Project building, would be compatible with and would not overwhelm the existing neighborhood character, including nearby historic resources.

In addition, the pedestrian streetscape and open space improvements proposed as part of the M-2 Project, including the pedestrian-only North Mary Alley, would function as a connection between the surrounding neighborhoods, and contribute to greater activity levels within the Project area itself. This would provide a desirable, pedestrian-friendly experience that would interact with ground floor retail space in the M-2 Project building.

Thus, the size and intensity of the M-2 Project, at its proposed location within the Downtown Plan area and C-3-S District, is appropriate and desirable because it meets the City's housing, planning and zoning objectives for this area, the size and intensity of the M-2 Project would not overwhelm neighborhood character, and its streetscape and open space improvements would be beneficial functional connections to the surrounding neighborhood.

2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(a) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The nature of the M-2 Project site is three underutilized parcels, providing 18,800 square feet of surface parking. The size and shape of the site is sufficient to accommodate the proposed use without being detrimental to persons residing or working in the vicinity, existing properties or potential development in the vicinity of the M-2 Project.

The site is located within the larger block pattern found South of Market Street . These blocks are generally of sufficient size to accommodate high density uses like those proposed for the M-2 Project. The M-2 Project site itself is appropriate for the high-density use; it is buffered on three sides by

public streets and on the fourth side it would provide proposed open space as a buffer between the M-2 Project building and the existing adjacent Mint Mall building (951 Mission Street).

The overall design concept for the M-2 Project building and open space is to reflect both the density and height of Downtown and the diverse architectural character of SoMa. As a 200-foot residential building, the M-2 Project reflects a compact density that bridges the height of Downtown to the lower rise buildings in parts of SoMa. Meanwhile, concentrating density on Mission Street creates a strong streetwall and enables the creation of open spaces and a vibrant pedestrian realm toward the interior of the Project site. The proposed active ground floor uses within the M-2 Project building would interact with these open spaces to reflect the finer grain character of SoMa. As discussed previously, this would provide a beneficial functional connection to the surrounding neighborhood.

In particular, the size of the M-2 Project building allows for a range of residential unit sizes, from studio to two-bedroom units, which as discussed previously, will assist in achievement of the City's 2020 Goals for housing, including affordable housing.

Lastly, informed by extensive wind tunnel testing, the shape and overall design of the M-2 Project building, in conjunction with other buildings in the 5M Project, address the area's challenging wind conditions to minimize ground-level wind speeds and comply with the wind level standards established by the 5M SUD for the overall project site.

Thus, whether standing alone or with other buildings in the 5M Project context, the M-2 Project is a well-planned design that is appropriate for the proposed location, and would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

As discussed in the Draft EIR Section IV-D and Chapter II (Revised Project) of the Comments and Responses document, the M-2 Project would be expected to generate traffic patterns for persons and vehicles consistent with residential uses in the Downtown area, with the greatest trips generated in the a.m. and p.m. peak hours. The Project proposes to limit detrimental effects on traffic patterns and volume by minimizing personal automobile trips to and from the M-2 Project, through implementation of a Transportation Demand Management (TDM) Plan that encourages alternate forms of transportation to and from the site. Also, the M-2 Project circulation plan minimizes potential conflicts between truck loading on the one hand, and surface street automobile, MUNI, bicycle and pedestrian traffic on the other hand. As discussed in the Draft EIR and Chapter II (Revised Project) of the Comments and Responses document, no substantial conflicts would be created by the M-2 Project.

The M-2 Project site is one block from major transit hubs at Powell Street BART/Muni station, Market Street and two blocks from the forthcoming Central Subway station at Folsom and Fourth Street. The Golden Gate Bridge, Highway, and Transportation District, SamTrans and A/C Transit Districts all operate regional transit services between San Francisco and Marin/Sonoma, San Mateo and Alameda/Contra Costa Counties, respectively, with stops within three blocks of the Project. Its

transit-rich location particularly enhances the accessibility of the site and minimizes the M-2 Project's impact on vehicle traffic patterns.

The M-2 Project includes streetscape enhancement to the adjacent Mission Street and Minna Street sidewalks to enhance the pedestrian experience in the Project area and introduces no new curb cuts to Mission Street.

To further encourage alternative commute methods, construction of the M-2 Project would include 149 Class 1 bicycle parking spaces and 19 Class 2 spaces. Although no minimum vehicle parking requirement exists for the C-3-S district, the M-2 Project building would include 53 vehicular parking spaces in up to two subterranean levels to accommodate parking demand from the building. The M-2 Project would provide on-street loading on Minna Street and Mission Street in locations that already provide surface parking, which would minimize impact to existing circulation patterns. The provision of adequate loading spaces will minimize detrimental effects to traffic and pedestrians. As confirmed by the Draft EIR and Chapter II (Revised Project) of the Comments and Responses document, the M-2 Project would not result in significant conflicts between its loading and bicycle, pedestrian and personal vehicle users.

Thus, traffic patterns for persons and vehicles, including the type and volume of such traffic, and the adequacy of proposed off-street parking and loading for the M-2 Project is appropriately addressed so as to not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

No materials or activities that result in noxious or offensive emissions will be used or engaged in within the M-2 Project. The Draft EIR and Chapter II (Revised Project) of the Comments and Responses document analyzed impacts related to noise and dust during both the construction and operational phases of the 5M Project, and concluded that the 5M Project would not result in significant impacts related to either, by including, where feasible, mitigation measures to be implemented as part of the 5M Project. The M-2 Project will not use reflective or glare-producing materials, and will use insulated glass and materials to mitigate sound transmission.

(d) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

Standards and guidelines proposed for the 5M Project area, applicable to the M-2 Project, are intended to ensure thoughtful and appropriate treatment of streetscape, landscape, open spaces, lighting and signage. The concept of these standards and guidelines is to provide general street lighting to ensure pedestrian and vehicle safety on perimeter streets, and to provide a coordinated scheme of streetscape, lighting and signage improvements that prioritizes pedestrian and cyclist use of interior streets adjacent to the M-2 Project and connects the streetscape to new Project open space. This concept will ensure appropriate treatment of these features within the Project area.

As an example, construction of the M-2 Project will include conversion of Mary Street between Mission and Minna Streets into a pedestrian-only alley. Colorful paving treatments and wall art, as well as café zones linked to adjacent retail, would create an inviting, pedestrian-friendly streetscape that draws users from the exterior of the site to the interior, where planned open spaces will be located.

Construction of the M-2 Project will include Mary Court East, a publicly accessible 11,500-sf open space located east of Mary Street between Minna and Natoma Streets, in addition to the on-site, 3,600 square foot M-2 terrace. Both open spaces will provide opportunities for passive and active recreation, and in Mary Court East, residents and members of the public will be invited to engage with public art, landscaping and other programmed elements within the open space, resulting in a vibrant and active open space. Both the M-2 terrace and Mary Court East would be consistent with Planning Code requirements for residential open space.

Loading areas serving the M-2 Project are primarily on-street adjacent to the building to minimize impacts to streetscape and conflicts with pedestrians and private vehicles.

Lastly, the Draft EIR and Chapter II (Revised Project) of the Comments and Responses document determined that the 5M Project, including the M-2 Project building, would not result in significant impacts related to the creation of a new source of light or glare that would adversely affect other people or properties.

Thus, the M-2 Project would provide appropriate treatment of landscaping, open spaces, parking and loading areas, lighting and signage, that are not detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

3. That such a use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master (General) Plan:

The M-2 Project will comply with the provisions of the Planning Code, as contemplated to be amended, and will otherwise be consistent with key objectives of the Downtown Plan as discussed above. The M-2 Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

The M-2 Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2011.0409CUA-X** subject to the conditions attached hereto as "EXHIBIT A" and in general conformance with design graphic materials attached to Conditional Use Application No. _____, File No. _____, which is incorporated herein by reference as though fully set forth and attached hereto as Exhibit B. The Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the M-2 Project, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Final EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. _____. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-days period has expired) OR the date of the decision of the Board of Supervisors if this Motion is appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____
Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Conditional Use for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to construct a new building reaching a roof height of approximately 200 feet and measuring approximately 264,300 square feet , containing approximately 288 dwelling units including 6,800 gsf of retail and other ground floor uses at approximately 939, 941-45, and 947-49 Mission Street located on Lots 089-091 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "M-2 Project." The M-2 Project is one of three new buildings in the larger 5M Project. The subject property is currently located within the C-3-S District, and the 90-X and 160-F Height and Bulk Districts. Such Authorization is for a Project as described therein and in general conformance with plans, dated September 17, 2015 and attached hereto and stamped "EXHIBIT B", included in the docket for Case No. **2011.0409CUA-X** and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. Except as otherwise permitted by the DA, **t**his authorization and rights vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,www.sf-planning.org

Expiration and Renewal. Except as otherwise permitted by the DA, **s**hould a Building or Site Permit be sought after the above referenced period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Except as otherwise permitted by the DA, once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended as provided in the DA in connection with a Litigation Extension or Excusable Delay, each as defined therein.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. Except as provided in the DA with respect to Applicable Laws and Future Changes to Existing Standards, no application for Building Permit, Site Permit, or other

entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

Design. Final design, site, building or other implementing permits, addenda or other approvals (Applications), including without limitation materials, glazing, color, texture, landscaping, detailing, streetscape, lighting, street tree plantings, rooftop mechanical equipment location, garbage, composting and recycling storage location shall be reviewed by the Department staff and the Planning Director in accordance with the Planning Code Section 249.74(e) for consistency with the 5M Special Use District and the Design for Development. Applications consistent with the Special Use District and the Design for Development may be approved administratively by the Planning Director as therein provided.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Provision – C-3 Districts. Pursuant to Planning Code Section 138, and in accordance with the D4D for the Project, the Project Sponsor shall continue to work with Planning Department staff to refine the design and programming of the public open space, and shall complete the development of Mary Court East and the development of a publicly-accessible pedestrian improvement adjacent to the North Mary Pedestrian Alley, as described in this motion and in the D4D, prior to the issuance of a first temporary certificate of occupancy for the project for the M-2 project which is the subject of this conditional use authorization. The open spaces shall be maintained in perpetuity for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Plaques – C-3 Districts. As applicable, and pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques at each building entrance including the standard City logo identifying, it; the hours open to the public and contact information for building management. The plaques shall be plainly visible from the public sidewalks on Mission, Fifth, Howard, Mary, Natoma, and Minna Streets, in locations determined in consultation with the Planning Department. The plaques and shall indicate that the open space is accessible to the public. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Transformer Vault. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

1. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

Overhead Wiring. The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.
For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500,www.sfmta.org

Noise, **Ambient**. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map 1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

For information about compliance, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

Street Trees. In accordance with this Conditional Use Authorization, the Design for Development and the 5M SUD, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees are in conformity with the Design for Development. The exact location, size and species of tree shall be as approved by the Director of the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Streetscape Plan. The Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the streetscape plan for the project frontage, [including the pedestrian improvements to North Mary Street,] so that the plan generally meets the standards of the D4D and all applicable City standards. The Project Sponsor shall [complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall] complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

Parking for Affordable Units. All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The permitted parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Car Share. Car share spaces shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers, in accordance with the Design for Development document for the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking Pursuant to the 5M SUD, the Project shall provide Class 1 and Class 2 bicycle parking spaces in the amounts and locations specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Showers and Clothes Lockers. Pursuant to the 5M SUD, the Project shall provide shower and clothes lockers in accordance with the D4D for the Project
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Parking Maximum. The Project shall provide off-street parking spaces that comply with the maximum ratios specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Off-street Loading. The Project will provide off-street loading spaces in accordance with the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Managing Traffic During Construction. In accordance with the Mitigation Monitoring and Reporting Program, the Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

Workforce Program. The Project Sponsor shall comply with the applicable requirements of the Workforce Agreement, Exhibit F to the DA.
For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

Transportation Program. The Project Sponsor comply with all the applicable requirements of the Transportation Program, Exhibit G to the DA, including without limitation, and to the extent applicable, the provisions regarding implementation and monitoring of a TDM program.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378www.sf-planning.org

Employment Brokerage Services - C-3 District. The Project Sponsor shall comply with the applicable requirements of the Workforce Program, Exhibit F to the DA.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Transit Impact Development Fee. Pursuant to Planning Code Section 411, and subject to the provisions of the Development Agreement, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Affordable Units. The Project Sponsor shall to the extent applicable, pay all applicable fees with respect to the provision of affordable housing and comply with all other applicable requirements of the Affordable Housing Program, Exhibit E to the DA. The M-2 Building shall provide on-site affordable dwelling units as specified below.

1. **Number of Required Units.** Pursuant to the Development Agreement, the Project is required to provide 20% of the proposed dwelling units as affordable to qualifying households. The Project contains 288 units; therefore, 58 affordable units are required. The Project Sponsor will fulfill this requirement by providing the 58 affordable units on-site. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing and Community Development ("MOHCD").
   For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

2. **Unit Mix.** The bedroom mix of the affordable dwelling unit shall reflect the bedroom mix of the market rate dwelling units in the Project. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.*

3. **Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.
   For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

4. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than twenty percent (20%) of the each phase's total number of dwelling units as on-site affordable units.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

5. **Duration.** Under Planning Code Section 415.8, all units constructed pursuant to Section 415.6, must remain affordable to qualifying households for the life of the project.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

6. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 415 et seq. of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"), except as may otherwise be provided in the Development Agreement. The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or MOHCD websites, including on the internet at:
http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451. As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

   a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing**.** Other specific standards for on-site units are outlined in the Procedures Manual.

   b. If the units in the building are offered for sale, the affordable unit(s) shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average of ninety (90) percent of Area Median Income under the income table called "Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that

contains San Francisco." The initial sales price of such units shall be calculated according to the Procedures Manual. Limitations on (i) reselling; (ii) renting; (iii) recouping capital improvements; (iv) refinancing; and (v) procedures for inheritance apply and are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.

c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.

d. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.

e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.

f. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI 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. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.

g. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOHCD and pay interest on the Affordable Housing Fee and penalties, if applicable.

Public Art. The Project Sponsor shall comply with the applicable provisions of the Art Program, Exhibit H to the DA, including with respect to the payment and allocation of fees for capital and programming purposes.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures in the Development Agreement and administrative penalties set forth under

Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Revocation due to Violation of Conditions. Subject to the review and other applicable provisions of the DA, should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

Garbage, Recycling, and Composting Receptacles. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

SAN FRANCISCO
PLANNING DEPARTMENT

North Subject to: (Select only if applicable)

☐ Inclusionary Housing
☐ Childcare Requirement
☐ Jobs Housing Linkage Program
☐ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

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Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Site Zoning:	C-3-S (Downtown Support) District 160-F Height and Bulk Districts
Block/Lots:	Lot 097 of Assessor's Block 3275 **("New Examiner" Site)**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO THE PROPOSED PLANNING CODE SECTION 249.74(e), FIFTH AND MISSION SPECIAL USE DISTRICT (5M SUD) AND SECTION 303 TO PARTIALLY DEMOLISH AN APPROXIMATELY 106,900 GROSS SQUARE FOOT OFFICE BUILDING TO CREATE A BUILDING WITH APPROXIMATELY 28,800 SQUARE FEET OF OFFICE USES (INCLUDING 7,000 SQUARE FEET BELOW THE GROUND FLOOR), UP TO 11,800 SF RETAIL AND 1,300 SF LOBBY/CORE USES WITHIN THE EXISTING 110 FIFTH STREET (THE EXAMINER BUILDING AND ASSOCIATED CONNECTING STRUCTURE) BUILDING AND TO ACCOMMODATE REPLACEMENT OF BUILDING OPERATIONAL SYSTEMS AND CIRCULATION MODIFICATIONS, BEING A PORTION OF THE 5M DEVELOPMENT PROJECT REFERRED TO AS THE "NEW EXAMINER" BUILDING; ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING ADOPTION OF A MITIGATION AND MONITORING AND REPORTING PROGRAM; AND ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101(b).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), including a request for Conditional Use Authorizations for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74(e) to partially demolish an approximately 106,900 gross square foot office building to create a building with approximately 28,800 square feet of office uses (including 7,000 square feet below the ground floor), up to 11,800 sf retail and 1,300 sf lobby/core uses within the existing 110 Fifth Street (the Examiner building and associated connecting structure) building and to accommodate replacement of building operational systems and circulation modifications, being a portion of the 5m Development Project referred to as the "New Examiner" Building located at 110 Fifth Street, on Lot 097 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "New Examiner Site."

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

5. The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including amenities such as a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

6. On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the 5M Project, focusing on various issues raised at the third informational hearing.

7. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

8. On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the 5M Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this conditional use authorization for design review of development applications under the 5M SUD. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project in lieu of Planning Code Section 309

9. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

10. On October 15, 2014, the Department published a Draft Environmental Impact Report (EIR) for the 5M Project for public review. The Draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to

January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the Draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the Draft EIR prepared for the 5M Project. The Draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV/Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

11. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the CEQA Guidelines and Chapter 31. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

12. Also on September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission recommended that the Board of Supervisors approve the 5M SUD and various General Plan amendments required for the 5M Project, and adopted findings in connection therewith.

13. Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding Conditional Use Application No. _____. The Commission heard and considered the testimony presented to it at the public hearing and further considered written materials and testimony presented on behalf of the applicant, the Department and the Mayor's Office of Economic and Workforce Development staff, other City departments and interested parties and the record as a whole.

MOVED the Commission herby authorizes the Conditional Use requested in Application No. 2011.0409CUA-X subject to the conditions contained in "Exhibit A" hereto of this Motion and in general conformance with the plans attached as "Exhibit B", which are incorporated herein by reference as though fully set forth herein, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The Examiner Site presently includes the 106,900 gsf Examiner Building and connector building consisting almost entirely of office uses (approximately 92,100 in the Examiner Building and 14,800 in the connection between the Examiner and the Chronicle Building).

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

   The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both (1) reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and (2) should add density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. **New Examiner Site and Project Description.** The New Examiner Building Project contemplates concurrent, conforming amendments to the Planning Code, adoption of design standards and guidelines (the D4D), and a Development Agreement for the entire 5M Project area. The proposed project (the "New Examiner Building" or "Project") is a renovated 34,900 square foot office building with mixed-use ground floor and basement located on Minna Street between Fifth and Mary Streets. It would constitute roughly the western third portion of the existing 92,100 square-foot San Francisco Examiner office building (the eastern two-thirds of which would be demolished for construction of the adjacent residential N-1, residential building which is subject to separate Conditional Use Authorization). The New Examiner Building would remain three stories and 50 feet tall. In addition to demolition of about two-thirds of the building (the Examiner Building and the remaining connector are referred to collectively as the New Examiner Building and their square footage combined), it would be renovated as follows: (a) to accommodate changes to building systems and building circulation necessitated by the demolition of approximately the eastern two-thirds of the existing building and the above ground connector between it and Building M-1 (the adjacent building, San Francisco Chronicle Building also being renovated subject to separate Conditional Use Authorization); and (b) changes to the interior layout and circulating of the building. The New Examiner Building would contain 21,800 square feet of office use above the ground floor, including 7,000 gsf of office within the remaining above-ground connector, up to 11,800 square feet of ground floor and basement rental space (including conversion of up to 9,600 sf of basement space to retail space) and 1,300 square feet of lobby/core space.

Construction of the New Examiner Building would include streetscape improvements on the building's Minna Street frontage in accordance with design standards and guidelines for the 5M Project.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Planning Code Compliance/Zoning and Entitlement Structure.** The 5M Project regulatory program is a comprehensive planning approach and entitlement structure for the entire site. The proposed 5M SUD sets a unique set of zoning regulations and approval processes for project implementation. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site, and height reclassifications are proposed to reflect the building heights shown in the D4D.. The 5M D4D as described in Resolution No. _____ articulates a vision for the character of the overall project, and provides specificity on aspects of architecture

and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. As with the entire 5M Project, the New Examiner Building Project is governed by the proposed 5M SUD, D4D, and the Development Agreement The Commission finds that the New Examiner Building Project is consistent with the Planning Code overall, and the proposed 5M SUD and D4D in the following manner:

A. **Use and Density.** The Examiner Building complies C-3-S District and 5M SUD use and density controls of the Planning Code. The office space uses and other modifications to the existing building are permitted uses.

B. **Height and Bulk.** The SUD and D4D describe unique height and bulk regulations for buildings proposed for the 5M Project site. Other than reduction in total massing, there is no change in the height or bulk of the existing Examiner Building.

C. **Floor Area Ratio**. The Examiner Building complies with 5M SUD Section 3(D) which provides the permitted Gross Floor Area for the 5M Project shall not exceed 11:1. The New Examiner Building is consistent with the allowable FAR proposed for the development.

D. **Rear Yard Setback.** The provisions of Planning Code Sections 134 and 140 do not apply to the 5M Project, and the provisions of the 5M SUD apply in lieu of those provisions. The Examiner Building modifications do not trigger any new set back requirements and the basic building footprint does not change.

E. **Usable Open Space, Streetscape and Pedestrian Improvements, Active Street Frontages, Off-Street Parking and Car Sharing and Off-Street Loading provisions of the Planning Code and the 5M SUD generally do not apply to the Examiner Building improvements to the existing Chronicle Building.** The New Examiner Building streetscape improvements are consistent with the overall 5M SUD regulatory structure.

F. **Inclusionary Affordable Housing Program.** As set forth in the 5M Development Agreement Affordable Housing and Community Benefit Program, the 5M Project exceeds the Planning Code's Affordable Housing requirements by providing an anticipated 33% of the market rate dwelling units as affordable housing. The New Examiner Building alone does not involve improvements to which the Planning Code Inclusionary Affordable Housing or Jobs Housing Linkage Programs apply.

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use Authorization. The 5M SUD provides in Section 249.74(e) that within the District, the provisions of Section 294.74(e), the 5M D4D and Section 303 apply in lieu of the Section 309 process. The New Examiner Building Project development application authorization process must meet these criteria. On balance, the New Examiner Building Project complies with the criteria of Section 303, in that:

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The New Examiner Building is a 34,900 square-foot mixed-use building, with 21,800 square feet of office and up to 11,800 square feet of retail use. Its proposed location is currently developed with office use. It is within the Downtown Plan area and C-3-S (Commercial Support) Zoning District, at the northern edge of the South of Market (SoMa) neighborhood.

Under the Downtown Plan, office uses are encouraged and they are principally permitted uses within the C-3-S District. The Downtown Plan encourages prime downtown office activities to grow so long as negative effects can be controlled, including the displacement of other uses. The New Examiner Building would not displace existing uses and would not otherwise have detrimental effects because it is replacing a current use.

The project is consistent and compatible with existing land uses in the immediate vicinity, which display a variability that reflects the intersection of Downtown and SoMa neighborhoods. High-rise hotel, major retail, convention center, midrise office and residential development are found within one block of the Project site. The office and proposed at the New Examiner Building are reflected in, and compatible with, the surrounding community.

Furthermore, the project's location, close to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating office uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that the number of private vehicle trips to Downtown are not detrimental to the area, because users will be within convenient walking distance of many transit options.

Thus, the location of the Examiner Building, within the Downtown Plan and C-3-S District, is an appropriate location for office use with active ground floor office uses.

2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(a) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The New Examiner Building would continue office uses that are currently present on the site, in lessor amount. The reduced size and shape of the building is consistent with, and would not be detrimental to existing uses in the vicinity.

Thus, the proposed site and proposed size and location of the New Examiner Building would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

The New Examiner Building would be expected to reduce traffic patterns from those it currently generates comparative to its reduction in size. It would continue to be located in close proximity to major transit hubs at Powell Street BART/Muni station, other regional transit services that serve the SoMa area, and two blocks from the forthcoming Central Subway station at Folsom and Fourth Street. Loading for the New Examiner Building will be on-street loading on Minna Street. Thus, traffic patterns for persons and vehicles, including the type and volume of such traffic at the Examiner Building, is appropriately addressed so as to not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

No materials or activities that result in noxious or offensive emissions will be used or engaged in within the New Examiner Building. The Final Environmental Impact Report for the 5M Project ("FEIR") analyzed impacts related to noise and dust during both the construction and operational phases of the 5M Project, and concluded that the Project would not result in significant impacts related to either, by including, where feasible, mitigation measures to be implemented as part of the project. The New Examiner Building will not use reflective or glare-producing materials, and will use insulated glass and materials to mitigate sound transmission.

(d) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

The 5M D4D standards and guidelines to be established for the 5M Project, applicable to the New Examiner Building direct treatment of streetscape, landscape, open spaces, lighting and signage. Adjacent to the New Examiner Building, sidewalk treatments, signage, lighting and landscaping will be added to the Minna Street sidewalk. Loading areas serving the New Examiner Building are primarily on-street adjacent to the building to minimize impacts to streetscape and conflicts with pedestrians and private vehicles. Thus, although the New Examiner Building is a renovation of an existing building, it would contribute streetscape improvements on adjacent Minna Street, that would be beneficial for, and not detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

3. *That such a use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master (General) Plan:*

The New Examiner Building Project will comply with the provisions of the Planning Code, as contemplated to be amended, and will otherwise be consistent with key objectives of the Downtown Plan as discussed above. The New Examiner Building Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

The M-2 Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2011.0409CUA-X** subject to the conditions attached hereto as "EXHIBIT A" and in general conformance with design graphic materials attached to Conditional Use Application No. _____, File No. _____, which is incorporated herein by reference as though fully set forth and attached hereto as Exhibit B. The Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the New Examiner Building Project, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Final EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. _____. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-days period has expired) OR the date of the decision of the Board of Supervisors if this Motion is appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____
Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Conditional Use for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to partially demolish an approximately 106,900 gross square foot office building to create a building with approximately 28,800 square feet of office uses (including 7,000 square feet below the ground floor), up to 11,800 sf retail and 1,300 sf lobby/core uses within the existing 110 Fifth Street (the Examiner building and associated connecting structure) building and to accommodate replacement of building operational systems and circulation modifications, being a portion of the 5M Development Project referred to as the "New Examiner" Building located at 110 Fifth Street, on Lot 097 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "New Examiner Site." The subject property is currently located within the C-3-S District, and 160-F Height and Bulk District. Such Authorization is for a Project as described therein and in general conformance with plans, dated September 17, 2015 and attached hereto and stamped "EXHIBIT B", included in the docket for Case No. **2011.0409CUA-X** and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. Except as otherwise permitted by the DA, **t**his authorization and rights vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,www.sf-planning.org

Expiration and Renewal. Except as otherwise permitted by the DA, **s**hould a Building or Site Permit be sought after the above referenced period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Except as otherwise permitted by the DA, once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended as provided in the DA in connection with a Litigation Extension or Excusable Delay, each as defined therein.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. Except as provided in the DA with respect to Applicable Laws and Future Changes to Existing Standards, no application for Building Permit, Site Permit, or other

entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

Design. Final design, site, building or other implementing permits, addenda or other approvals (Applications), including without limitation materials, glazing, color, texture, landscaping, detailing, streetscape, lighting, street tree plantings, rooftop mechanical equipment location, garbage, composting and recycling storage location shall be reviewed by the Department staff and the Planning Director in accordance with the Planning Code Section 249.74(e) for consistency with the 5M Special Use District and the Design for Development. Applications consistent with the Special Use District and the Design for Development may be approved administratively by the Planning Director as therein provided.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Plaques – C-3 Districts. As applicable, and pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques at each building entrance including the standard City logo identifying, it; the hours open to the public and contact information for building management. The plaques shall be plainly visible from the public sidewalks on Mission, Fifth, Howard, Mary, Natoma, and Minna Streets, in locations determined in consultation with the Planning Department. The plaques and shall indicate that the open space is accessible to the public. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.

For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Transformer Vault. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

1. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

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

For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500,www.sfmta.org

Noise, **Ambient**. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map 1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

For information about compliance, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

Street Trees. In accordance with this Conditional Use Authorization, the Design for Development and the 5M SUD, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees are in conformity with the Design for Development. The exact location, size and species of tree shall be as approved by the Director of the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also

impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Streetscape Plan. The Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the streetscape plan for the project frontage, [including the pedestrian improvements to North Mary Street,] so that the plan generally meets the standards of the D4D and all applicable City standards. The Project Sponsor shall [complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall] complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

Car Share. Car share spaces shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers, in accordance with the Design for Development document for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking Pursuant to the 5M SUD, the Project shall provide Class 1 and Class 2 bicycle parking spaces in the amounts and locations specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Showers and Clothes Lockers. Pursuant to the 5M SUD, the Project shall provide shower and clothes lockers in accordance with the D4D for the Project
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Parking Maximum. The Project shall provide off-street parking spaces that comply with the maximum ratios specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Off-street Loading. The Project will provide off-street loading spaces in accordance with the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Managing Traffic During Construction. In accordance with the Mitigation Monitoring and Reporting Program, the Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering

and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

Workforce Program. The Project Sponsor shall comply with the applicable requirements of the Workforce Agreement, Exhibit F to the DA.
For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

Transportation Program. The Project Sponsor comply with all the applicable requirements of the Transportation Program, Exhibit G to the DA, including without limitation, and to the extent applicable, the provisions regarding implementation and monitoring of a TDM program.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378www.sf-planning.org

Employment Brokerage Services - C-3 District. The Project Sponsor shall comply with the applicable requirements of the Workforce Program, Exhibit F to the DA.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Transit Impact Development Fee. Pursuant to Planning Code Section 411, and subject to the provisions of the Development Agreement, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Public Art. The Project Sponsor shall comply with the applicable provisions of the Art Program, Exhibit H to the DA, including with respect to the payment and allocation of fees for capital and programming purposes.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures in the Development Agreement and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation

complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Revocation due to Violation of Conditions. Subject to the review and other applicable provisions of the DA, should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

Garbage, Recycling, and Composting Receptacles. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

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North Subject to: (Select only if applicable)

☑ Inclusionary Housing
☐ Childcare Requirement
☐ Jobs Housing Linkage Program
☐ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Site Zoning:	C-3-S (Downtown Support) District 90-X, 160-F Height and Bulk Districts
Block/Lots:	Lot 097 of Assessor's Block 3275 **("N-1" Site)**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO THE PROPOSED PLANNING CODE SECTION 249.74(e) THE FIFTH AND MISSION SPECIAL USE DISTRICT (5M SUD) AND SECTION 303 AUTHORIZING A DEVELOPMENT APPLICATION IN THE 5M SUD TO DEMOLISH A PORTION OF AN EXISTING BUILDING AND CONSTRUCT A NEW BUILDING REACHING A ROOF HEIGHT OF APPROXIMATELY 450 FEET, CONTAINING APPROXIMATELY 400 RESIDENTIAL UNITS IN AN APPROXIMATELY 583,700 GROSS SQUARE FOOT (GSF) BUILDING, INCLUDING RETAIL USES OF APPROXIMATELY 7,300 GSF AND LOBBY/BUILDING CORE USES OF APPROXIMATELY 5,900 GSF, A PORTION OF THE 5M DEVELOPMENT PROJECT REFERRED TO AS THE N-1 BUILDING; ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING ADOPTION OF A MITIGATION AND MONITORING AND REPORTING PROGRAM; AND ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101(b).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the

5M Project ("5M Project"), including a request for Conditional Use Authorizations for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74(e) to demolish a portion of an existing building and construct a new building reaching a roof height of approximately 450 feet, containing approximately 400 residential units in an approximately 583,700 gross square foot (gsf) building, including retail uses of approximately 7,300 gsf and lobby/building core uses of approximately 5,900 gsf, located on Lot 097 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "N-1 Project." The N-1 Project is one of three new buildings in the larger mixed use commercial residential, retail/educational/cultural development project known as the 5M Project ("5M Project"),

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

5. The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including

amenities such as a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

6. On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the 5M Project, focusing on various issues raised at the third informational hearing.

7. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

8. On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the 5M Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this conditional use authorization for design review of development applications under the 5M SUD. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project in lieu of Planning Code Section 309

9. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

10. On October 15, 2014, the Department published a Draft Environmental Impact Report (EIR) for the 5M Project for public review. The Draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the Draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the Draft EIR prepared for the 5M Project. The Draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied

with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV/Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

11. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the CEQA Guidelines and Chapter 31. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

12. Also on September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission recommended that the Board of Supervisors approve the 5M SUD and various General Plan amendments required for the 5M Project, and adopted findings in connection therewith.

13. Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding Conditional Use Application No. _____. The Commission heard and considered the testimony presented to it at the public hearing and further considered written materials and testimony presented on behalf of the applicant, the Department and the Mayor's Office of Economic and Workforce Development staff, other City departments and interested parties and the record as a whole.

    MOVED the Commission herby authorizes the Conditional Use requested in Application No. 2011.0409CUA-X subject to the conditions contained in "Exhibit A" hereto of this Motion and in general conformance with the plans attached as "Exhibit B", which are incorporated herein by reference as though fully set forth herein, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The 5M Project Site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The N-1 Site is located at the central-eastern portion of the 5M Project Site.

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

   The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both (1) reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and (2) should add density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. **N-1 Site and Project Description.** The N-1 Project contemplates concurrent, conforming amendments to the Planning Code, adoption of design standards and guidelines (the D4D), and a Development Agreement for the entire 5M Project area. The project would demolish a portion of the existing Examiner building, and construct a a new, approximately 400-unit, 583,700 gross-square-foot (gsf) residential building with active ground floor uses located on the west side of Fifth Street between Minna and Natoma Streets portion of assessor's Block 3725, Lot 097). Roughly the eastern two-thirds of the existing San Francisco Examiner office building (110 Fifth Street) would be demolished in connection with construction of the N-1 Project. The N-1 Project

would be 45 stories and 450 feet tall (not including non-occupiable rooftop features), with 570,500 gsf devoted to residential use, and 13,200 gsf of ground active ground floor uses anticipated to be allocated as 7,300 gsf of retail use, and 5,900 gsf as lobby/core and building services. Final allocations of space will be determined prior to building permit approval.

The N-1 Project would include up to three subterranean parking levels able to accommodate 156 spaces accessory to the building. An additional 135 parking spaces accessory to the N-1 Project would be provided in the garage of the proposed adjacent Building H-1. Also, the N-1 Project would provide approximately 176 Class 1 bicycle parking spaces and 24 Class 2 spaces, consistent with the quantities required by Planning Code Sec. 155.2, and the 5M SUD (subject to final design the number of spaces may vary somewhat, but in events will be as required by the Planning Code).

Freight loading would occur in one off-street bay accessible from Minna Street, as well as three on-street commercial loading spaces on Fifth Street between Minna and Natoma Streets.

Construction of the N-1 Project would include a 3,600-square-foot terrace on the sixth or other upper-level floor of the building that would be exclusively accessible to residents. The N-1 Project would also include the creation of a 23,000 square-foot open space located atop the Chronicle Building, accessible to residents of the 5M Project as well as to members of the public. The Chronicle rooftop open space is designed to facilitate a range of uses, from passive recreational space, to "greenhouse" spaces that can be used to present programs and special events. Café or pop up retail uses are also permitted.

The Chronicle rooftop, together with several access points (elevator/stairs and ground floor lobby) at the southwestern of the Chronicle Building (Minna Street façade), and the N-1 terrace, would be completed prior to certificate of occupancy for the N-1 Building.

The N-1 Project includes streetscape and pedestrian safety improvements, including (a) widening the western Fifth Street sidewalk between Natoma and Minna Streets from 10 feet to 18 feet (with 60-foot inset for on-street loading; and (b) installing streetscape improvements to the Minna Street building frontage, Fifth Street from Minna to Mission Street. All associated streetscape and pedestrian safety improvements would be completed prior to certificate of occupancy for the N-1 Project and, if applicable, in accordance with design standards of the 5M Project.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Planning Code Compliance/Zoning and Entitlement Structure.** The 5M Project regulatory program is a comprehensive planning approach and entitlement structure for the entire site. The proposed 5M SUD sets a unique set of zoning regulations and approval processes for project implementation. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site, and height reclassifications are proposed to reflect the building heights shown in the D4D.. The 5M D4D as described in Resolution No. _____ articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. As with the entire 5M Project, the N-1 Project is governed by the proposed 5M SUD, D4D, and the Development Agreement The Commission finds that the N-1 Project is consistent with the Planning Code overall, and the proposed 5M SUD and D4D in the following manner:

A. **Use and Density.** The N-1 Project complies with the C-3-S and 5M SUD use and density controls of the Planning Code. The dwelling units and active ground floor use are expressly permitted. As required by SUD Section(d)(2), the N-1 Building will contain an minimum of four dwelling units per floor.

B. **Height and Bulk.** The SUD and D4D describe unique height and bulk regulations for Buildings proposed for the site, in order to sculpt the skyline of the project, create differentiation in height and articulation, and allow for ornamental features which will terminate and resolve the tops of these forms. The N-1 Project complies with this 5M Regulatory Program. Its residential tower roof height of 450 feet and rooftop features allowed up to a height of 470 feet also comply with SUD Sections 3(A) and 3(B) and the 5M D4D. The dimensions and massing of the N1 building comply with the existing "-S" bulk controls of the Planning Code, and as provided in the, SUD Sections 3(A) and 3(B) and 5M D4D. The "lower tower" controls would apply between the 103-foot base up to a height of 280 feet, and the "upper tower" controls would apply above the lower tower to the maximum height of 470 feet. The base height would be permitted to fluctuate by 10 percent subject to the design controls of the D4D. The N-1 Project complies with these requirements with a base that steps from approximately 54 feet, adjacent the Chronicle Building at Minna Street, up to approximately 112 feet, adjacent Natoma Street.

The N-1 Project also meets the 5M D4D tower separation requirements to provide spacing, light, and air between structures within the project site. The separation requirements apply at all building heights above 145 feet, and require an average separation of 75 feet. This dimension may be reduced to as little as 55 feet between points of adjacent buildings, provided that the average separation between these buildings is a minimum of 75 feet. In the N-1 Project Building the minimum average distance between buildings is 85 feet and the distance between points of adjacent buildings is 57 feet 8 inches.

C. **Floor Area Ratio**. 5M SUD Section 3(D) provides the permitted Gross Floor Area for the 5M Project shall not exceed 11:1. The N-1 building is consistent with the allowable FAR proposed for the overall 5M Project.

D. **Rear Yard Setback and Dwelling Unit Exposure.** The provisions of Planning Code Sections 134 and 140 do not apply; however, the 5M SUD Section (C) Building Setbacks do provide that all buildings shall face onto a public right of way at least 20 feet in width or onto an open area (which may include rooftops of adjacent buildings within the District) that is unobstructed at the level of the unit in question for no less than 25 feet in every horizontal dimension. The N-1 Building complies with those provisions by facing public rights of way on 3 sides: Minna Street to the north (40 feet in width unobstructed); 5th Street to the east (85 feet in width unobstructed) Natoma Street to the south (35 feet in width unobstructed). To the west, N-1 faces designated open space that exceeds 25 feet in unobstructed width and the remaining portion of the Examiner Building. Units are only included above the Examiner Building height of 50 feet (64 feet with mechanical), wherein there are no obstructions within 25 feet in any direction.

E. **Usable Open Space, Streetscape and Pedestrian Improvements, Active Street Frontages, Off-Street Parking and Car Sharing, Off-Street Loading and Dwelling Unit Mix** are consistent with the 5M SUD Regulatory Program. The N1 building provides open space consistent with the Planning Code and 5M SUD in the form of 23,000 sf of public open space on the Chronicle rooftop, and 3,600 sf of commonly used open space, private to the N-1 Project, as a terrace space at the 6th or other upper-level floor. The N-1 Project provides retail spaces and its primary entrance, with storefront transparency along 5th street in compliance with the 5M SUD requirements for active frontages.

The N-1 Project would include up to three subterranean parking levels able to accommodate 156 spaces accessory to the building. An additional 135 parking spaces accessory to the N-1 Project would be provided in the garage of the proposed adjacent Building H-1. Together with parking in the N-1 Project, total residential parking is within the .5/unit parking ratio established in the 5M SUD, while providing corresponding car share as required by Planning Code Sec 166. Also, the N-1 Project would provide approximately 176 Class 1 bicycle parking spaces and 24 Class 2 spaces, consistent with the quantities required by Planning Code Sec. 155.2, and the 5M SUD (subject to final design the number of spaces may vary somewhat, but in events will be as required by the Planning Code).

Freight loading would occur in one off-street bay accessible from Minna Street, as well as three on-street commercial loading spaces on Fifth Street between Minna and Natoma Streets with curb cuts within the dimensions required by the 5M SUD.

F. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Programs. As set forth in the 5M Development Agreement Affordable Housing and Community Benefit Program, the 5M Project exceeds materially the Planning Code's Affordable Housing requirements by providing an anticipated 33% of the market rate dwelling units as affordable housing. As set forth in the 5M Development Agreement Affordable Housing Program, the N-1 Project will pay the required in lieu fee.

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use Authorization. The 5M SUD provides in Section 249.74(e) that within the District, the provisions of Section 294.74(e), the 5M D4D and Section 303 apply in lieu of the Section 309 process. The N-1 Project development application authorization process must meet these criteria. On balance, the N-1 Project complies with the criteria of Section 303, in that:

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The N-1 Project proposes an approximately 450-foot residential building, with 400 units comprising 570,500 gsf, with 7,300 square feet of ground floor retail uses also provided. The Project's proposed location is an underutilized 18,000 square-foot site that currently contains a low-rise office building and surface parking. The site is located within the Downtown Plan area and C-3-S (Commercial Support) Zoning District, at the northern edge of the South of Market (SoMa) neighborhood. The high-density residential and active ground floor uses proposed by the N-1 Project are desirable for and compatible with the proposed location and with uses found in surrounding areas, as described below.

Under the Downtown Plan, residential and ground floor retail uses are encouraged within and adjacent to the Plan area, and particularly within the C-3-S District. The Downtown Plan identifies the N-1 Project site also as a potential housing area. Residential and ground floor retail uses are also principally permitted uses in the C-3-S District, and dwelling unit density is not restricted in the C-3 District.

The proposed size and intensity of residential use in the N-1 Project building is particularly desirable for the proposed location. The site is underutilized given its current use and its proximity to existing and growing employment centers in Downtown and SoMa, as well as to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating high-density uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that the number of private vehicle trips to Downtown is not detrimental to the area, because residents will be within convenient walking distance of many transit options. The size and intensity of the N-1 Project is also consistent with the City's 2020 Goals for increasing housing supply, by providing approximately 400 residential units.

The varied land uses in the immediate vicinity of the N-1 Project reflect the intersection of Downtown and SoMa, with high-rise hotel, major retail, convention center, midrise office and residential development within one block of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial uses, and Moscone Center expansion. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area. Given this context, the size and intensity of the N-1 Project would be consistent with existing and proposed uses and character of the surrounding neighborhood. Furthermore, as concluded in the DEIR,

the 5M Project, including the N-1 Project building, would be compatible with and would not overwhelm the existing neighborhood character, including nearby historic resources.

In addition, the pedestrian streetscape and open space improvements proposed by the N-1 Project would function as a connection between the surrounding neighborhoods, and contribute to greater activity levels within the Project area itself. This would provide a desirable, pedestrian-friendly experience that would interact with ground floor retail space in the N-1 Project building.

Thus, the size and intensity of the N-1 Project, at its proposed location within the Downtown Plan and C-3-S District, is appropriate and desirable because it meets the City's planning and zoning objectives for this area, the size and intensity of the N-1 Project would not overwhelm neighborhood character, and its streetscape and open space improvements would be beneficial functional connections to the surrounding neighborhood.

2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(a) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The nature of the N-1 Project site is an underutilized approximately 18,000 square-foot parcel that contains a low-rise commercial building (the Examiner Building) and associated surface parking. The size and shape of the site is sufficient to accommodate the proposed use without being detrimental to persons residing or working in the vicinity, existing properties or potential development in the vicinity of the N-1 Project.

The site is located in the large, 100-vara-block South of Market area of the C-3 District that are of sufficient size to accommodate high density uses like those proposed by the Project. The N-1 Project site itself is appropriate for the high-density use; it is buffered on three sides by public streets and on the fourth side by proposed open space and the remaining Examiner Building.

The overall design concept for the N-1 Project is to reflect both the density and height of Downtown and the diverse architectural character of SoMa. As a residential tower, the N-1 Project reflects the density and height of Downtown. Meanwhile, concentrating building height on Fifth Street enables the creation of open space and vibrant pedestrian realm to the rear of the Project site. Coupled with active ground floor uses within the Project building, the N-1 Project also reflects the finer grain character of SoMa. As discussed previously, this would provide a beneficial functional connection to the surrounding neighborhood.

In particular, the size of the N-1 Project building allows for a range of residential unit sizes, from studio to two-bedroom units, which as discussed previously, will assist in achievement of the City's 2020 Goals for housing.

Lastly, informed by extensive wind tunnel testing, the shape and overall design of the N-1 Project building, in conjunction with other buildings in the 5M Project, address the area's challenging wind conditions to minimize ground-level wind discomfort and hazards.

Thus, whether standing alone or with other buildings in the 5M Project context, the N-1 Project is a well-planned design that is appropriate for the proposed location, and would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

As discussed in the DEIR Section IV-D, the N-1 Project would be expected to generate traffic patterns for persons and vehicles consistent with residential uses in the Downtown area, with the greatest trips generated in the a.m. and p.m. peak hours. The Project proposes to limit detrimental effects on traffic patterns and volume by minimizing personal automobile trips to and from the N-1 Project, through implementation of a Transportation Demand Management (TDM) Plan that encourages alternate forms of transportation to and from the site. Also, the N-1 Project circulation plan minimizes potential conflicts between truck loading on the one hand, and surface street automobile, MUNI, bicycle and pedestrian traffic on the other hand. As discussed in the DEIR, no substantial conflicts would be created by the Project.

The N-1 Project site is two blocks from major transit hubs at Powell Street BART/Muni station, Market Street and the forthcoming Central Subway station at Folsom and Fourth Street. The Golden Gate Bridge, Highway, and Transportation District, SamTrans and A/C Transit Districts all operate regional transit services between San Francisco and Marin/Sonoma, San Mateo and Alameda/Contra Costa Counties, respectively, with stops within three blocks of the Project. Its transit-rich location particularly enhances the accessibility of the site and minimizes the Project's impact on vehicle traffic patterns.

Sidewalks adjacent to the N-1 Project would be adequately sized to accommodate pedestrian access to and from the Project. The adjacent Fifth Street sidewalk would be widened to 18 feet to accommodate increased pedestrian use and enhance pedestrian access to and from the Project site.

To further encourage alternative commute methods, construction of the N-1 Project would include 176 Class 1 bicycle parking spaces and 24 Class 2 spaces. Although no minimum vehicle parking requirement exists for the C-3-S district, the N-1 Project building would include 156 vehicular parking spaces in up to three subterranean levels to accommodate parking demand from the building. All spaces will be accessible to the N-1 Project building.

The loading dock for the N-1 Project would be accessed from Minna Street and the exit is on Minna Street. The loading dock is designed so delivery trucks can back into the dock from Minna Street, internal to the 5M Project site, rather than access the dock from perimeter streets that would have a larger effect on traffic and pedestrian circulation. Smaller service vehicles will be able to utilize dedicated on-street spaces on Fifth Street. The provision of adequate loading and service vehicle spaces will minimize detrimental effects to traffic and pedestrians. As confirmed by the Final EIR, the N-1 Project would not result in significant conflicts between its loading and bicycle, pedestrian and personal vehicle users.

Thus, traffic patterns for persons and vehicles, including the type and volume of such traffic, and the adequacy of proposed off-street parking and loading at the N-1 Project is appropriately addressed so as to not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

No materials or activities that result in noxious or offensive emissions will be used or engaged in within the N-1 Project. The DEIR analyzed impacts related to noise and dust during both the construction and operational phases of the Project, and concluded that the Project would not result in significant impacts related to either, by including, where feasible, mitigation measures to be implemented as part of the Project. The N-1 Project will not use reflective or glare-producing materials, and will use insulated glass and materials to mitigate sound transmission.

(d) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

Standards and guidelines to be established for the 5M Project area, applicable to the N-1 Project, are intended to ensure thoughtful and appropriate treatment of streetscape, landscape, open spaces, lighting and signage. The concept of these standards and guidelines would be to provide general street lighting to ensure pedestrian and vehicle safety on perimeter streets, and to provide a coordinated scheme of streetscape, lighting and signage improvements that prioritizes pedestrian and cyclist use of interior streets adjacent to the N-1 Project and that connects the streetscape to new Project open space. This concept would ensure appropriate treatment of these features within the Project area.

Construction of the N-1 Project will include a 3,600-square-foot terrace on the sixth or other upper-level floor of the building that will be exclusively accessible to residents (of which 2,300 square feet is required to satisfy the Planning Code). In addition, the Chronicle Rooftop, a 23,000 square-foot open space located atop Building M-1 (Chronicle Building) would be completed prior to certificate of occupancy for the N-1 Project. This space will be available to residents of the Project, as well as members of the public, and both would be consistent with Planning Code requirements for residential open space.

Parking and loading areas serving the N-1 Project building are primarily internal or below ground, and have been designed to minimize impacts to streetscape and conflicts with pedestrians and private vehicles.

Lastly, the DEIR determined that the 5M Project, including the N-1 Project building, would not result in significant impacts related to the creation of a new source of light or glare that would adversely affect other people or properties. See DEIR, pp. 643-44.

Thus, the N-1 Project would provide appropriate treatment of landscaping, open spaces, parking and loading areas, lighting and signage that are not detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

3. That such a use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master (General) Plan:

The N-1 Project will comply with the provisions of the Planning Code, as contemplated to be amended, and will otherwise be consistent with key objectives of the Downtown Plan as discussed

above. The Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

The Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2011.0409CUA-X** subject to the conditions attached hereto as "EXHIBIT A" and in general conformance with design graphic materials attached to Conditional Use Application No. _____, File No. _____, which is incorporated herein by reference as though fully set forth and attached hereto as Exhibit B. The Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the N-1 Project, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Final EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. _____. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-days period has expired) OR the date of the decision of the Board of Supervisors if this Motion is appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Conditional Use for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to demolish a portion of an existing building and construct a new building reaching a roof height of approximately 450 feet, containing approximately 400 residential units in an approximately 583,700 gross square foot (gsf) building, including retail uses of approximately 7,300 gsf and lobby/building core uses of approximately 5,900 gsf, located on Lot 097 of Assessor's Block 3725, within the 5M SUD and generally referred to as the "N-1 Project." The N-1 Project is one of three new buildings in the larger 5M Project. The subject property is currently located within the C-3-S District, and the 90-X and 160-F Height and Bulk Districts. Such Authorization is for a Project as described therein and in general conformance with plans, dated September 17, 2015 and attached hereto and stamped "EXHIBIT B", included in the docket for Case No. **2011.0409CUA-X** and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. Except as otherwise permitted by the DA, **t**his authorization and rights vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,www.sf-planning.org

Expiration and Renewal. Except as otherwise permitted by the DA, **s**hould a Building or Site Permit be sought after the above referenced period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Except as otherwise permitted by the DA, once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended as provided in the DA in connection with a Litigation Extension or Excusable Delay, each as defined therein.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. Except as provided in the DA with respect to Applicable Laws and Future Changes to Existing Standards, no application for Building Permit, Site Permit, or other

entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

Design. Final design, site, building or other implementing permits, addenda or other approvals (Applications), including without limitation materials, glazing, color, texture, landscaping, detailing, streetscape, lighting, street tree plantings, rooftop mechanical equipment location, garbage, composting and recycling storage location shall be reviewed by the Department staff and the Planning Director in accordance with the Planning Code Section 249.74(e) for consistency with the 5M Special Use District and the Design for Development. Applications consistent with the Special Use District and the Design for Development may be approved administratively by the Planning Director as therein provided.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Provision – C-3 Districts. Pursuant to Planning Code Section 138, and in accordance with the D4D for the Project, the Project Sponsor shall continue to work with Planning Department staff to refine the design and programming of the public open space located on the rooftop of the Chronicle Building (the "M-1" site, Case No. 2011.0409CUA-X), and shall complete the of this open space as described in this motion and in the D4D, prior to the issuance of a first temporary certificate of occupancy for the project for the N-1 project which is the subject of this conditional use authorization. The open spaces shall be maintained in perpetuity for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Plaques – C-3 Districts. As applicable, and pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques at each building entrance including the standard City logo identifying, it; the hours open to the public and contact information for building management. The plaques shall be plainly visible from the public sidewalks on Mission, Fifth, Howard, Mary, Natoma, and Minna Streets, in locations determined in consultation with the Planning Department. The plaques and shall indicate that the open space is accessible to the public via elevators which are publicly accessible, as applicable. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Transformer Vault. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

1. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

Overhead Wiring. The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.
For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500,www.sfmta.org

Noise, **Ambient**. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map 1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install

and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.
For information about compliance, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

Street Trees. In accordance with this Conditional Use Authorization, the Design for Development and the 5M SUD, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees are in conformity with the Design for Development. The exact location, size and species of tree shall be as approved by the Director of the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Streetscape Plan. The Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the streetscape plan for the project frontage, [including the pedestrian improvements to North Mary Street,] so that the plan generally meets the standards of the D4D and all applicable City standards. The Project Sponsor shall [complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall] complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

Parking for Affordable Units. All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The permitted parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Car Share. Car share spaces shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers, in accordance with the Design for Development document for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking Pursuant to the 5M SUD, the Project shall provide Class 1 and Class 2 bicycle parking spaces in the amounts and locations specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Showers and Clothes Lockers. Pursuant to the 5M SUD, the Project shall provide shower and clothes lockers in accordance with the D4D for the Project
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Parking Maximum. The Project shall provide off-street parking spaces that comply with the maximum ratios specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Off-street Loading. The Project will provide off-street loading spaces in accordance with the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Managing Traffic During Construction. In accordance with the Mitigation Monitoring and Reporting Program, the Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

Workforce Program. The Project Sponsor shall comply with the applicable requirements of the Workforce Agreement, Exhibit F to the DA.
For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

Transportation Program. The Project Sponsor comply with all the applicable requirements of the Transportation Program, Exhibit G to the DA, including without limitation, and to the extent applicable, the provisions regarding implementation and monitoring of a TDM program.

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

Employment Brokerage Services - C-3 District. The Project Sponsor shall comply with the applicable requirements of the Workforce Program, Exhibit F to the DA.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Transit Impact Development Fee. Pursuant to Planning Code Section 411, and subject to the provisions of the Development Agreement, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Affordable Units. The Project Sponsor shall to the extent applicable, pay all applicable fees with respect to the provision of affordable housing and comply with all other applicable requirements of the Affordable Housing Program, Exhibit E to the DA. The N-1 Building shall pay the affordable housing fee as specified below:

1. **Requirement**. Pursuant to Planning Code 415.5, the Project Sponsor must pay an Affordable Housing Fee at a rate equivalent to the applicable percentage of the number of units in an off-site project needed to satisfy the Inclusionary Affordable Housing Program Requirement for the principal project. The applicable percentage for this project is twenty percent (20%).
   For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

2. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 415 et seq. of the Planning Code and the terms of the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the Mayor's Office of Housing and Community Development ("MOHCD") at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing and Community Development's websites, including on the internet at:
   http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451.
   As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale or rent.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

a. The Project Sponsor must pay the Fee in full sum to the Development Fee Collection Unit at the DBI for use by MOHCD prior to the issuance of the first construction document, with an option for the Project Sponsor to defer a portion of the payment prior to issuance of the first certificate of occupancy upon agreeing to pay a deferral surcharge that would be deposited into the Citywide Inclusionary Affordable Housing Fund in accordance with Section 107A.13.3 of the San Francisco Building Code.

b. Prior to the issuance of the first construction permit by the DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that records a copy of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.

c. If project applicant fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI 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. A Project Sponsor's failure to comply with the requirements of Planning Code Sections 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all other remedies at law.

Public Art. The Project Sponsor shall comply with the applicable provisions of the Art Program, Exhibit H to the DA, including with respect to the payment and allocation of fees for capital and programming purposes.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures in the Development Agreement and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Revocation due to Violation of Conditions. Subject to the review and other applicable provisions of the DA, should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in

Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

Garbage, Recycling, and Composting Receptacles. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

SAN FRANCISCO
PLANNING DEPARTMENT

North Subject to: (Select only if applicable)

☐ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

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Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Site Zoning:	RSD (Retail/Service) Mixed-Use District 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012 and 098 of Assessor's Block 3275 **[the "H-1 Site"]**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
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ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO THE PROPOSED PLANNING CODE SECTION 249.74(e), FIFTH AND MISSION SPECIAL USE DISTRICT (5M SUD) AND SECTION 303 TO DEMOLISH FOUR EXISTING BUILDINGS AND CONSTRUCT A NEW 25-STORY BUILDING REACHING A MAXIMUM HEIGHT OF APPROXIMATELY 362 FEET, WITH AN APPROXIMATELY 30 FOOT ARCHITECTURAL SCREEN, FOR A TOTAL HEIGHT OF APPROXIMATELY 395 FEET, CONTAINING APPROXIMATELY 593,500 GROSS SQUARE FOOT (GSF) OFFICE (584,900 GSF ABOVE THE GROUND FLOOR), 8,600 GSF OF ACTIVE GROUND FLOOR OFFICE, 7,100 GSF RETAIL, 17,300 GSF LOBBY/BUILDING CORE AND 88,900 GSF OF SUBTERRANEAN PARKING IN AN APPROXIMATELY 617,900 GSF BUILDING, INCLUDING AS A PORTION OF THE 5M DEVELOPMENT PROJECT REFERRED TO AS THE H-1 BUILDING, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

PREAMBLE

1. On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), including a request for Conditional Use Authorizations for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74(e) to demolish four existing buildings and construct a new 25-story building reaching a maximum height of approximately 362 feet, with an approximately 30-foot architectural screen, for a total height of approximately 395 feet, containing approximately 593,500 gsf of office uses, including 33,000 gsf of ground floor uses, anticipated to be allocated as 8,600 gsf of active ground floor office space (including mezzanine space), 7,100 gsf of neighborhood-serving retail space (including mezzanine space), and 17,300 gsf of lobby/core and banking services, at the northwest corner of Fifth and Howard Streets, Assessor's Block 3725, Lots 005, 006, 008, 009, 012 and 098 ("H-1 Site") within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "H-1 Project." The H-1 Project is one of three new buildings in the larger mixed use commercial residential, retail/educational/cultural development project known as the 5M Project.

2. The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

3. The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and

68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

5. The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including amenities such as a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

6. On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the 5M Project, focusing on various issues raised at the third informational hearing.

7. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

8. On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the 5M Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this conditional use authorization for design review of development applications under the 5M SUD. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project, which requires, in lieu of Planning Code Section 309, which typically applies to development of buildings within the C-3 Zoning Districts, the conditional use authorization process described in the 5M SUD.

9. On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

10. On October 15, 2014, the Department published a Draft Environmental Impact Report (EIR) for the 5M Project for public review. The Draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the Draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the Draft EIR prepared for the 5M Project. The Draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV/Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

11. On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the CEQA Guidelines and Chapter 31. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

12. Also on September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission recommended that the Board of Supervisors approve the 5M SUD and various General Plan amendments required for the 5M Project, and adopted findings in connection therewith.

13. Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding Conditional Use Application No. _____. The Commission heard and considered the testimony presented to it at the public hearing and further considered written materials and testimony presented on behalf of the applicant, the Department and the Mayor's Office

of Economic and Workforce Development staff, other City departments and interested parties and the record as a whole.

MOVED the Commission herby authorizes the Conditional Use requested in Application No. 2011.0409CUA-X subject to the conditions contained in "Exhibit A" hereto of this Motion and in general conformance with the plans attached as "Exhibit B", which are incorporated herein by reference as though fully set forth herein, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The H-1 Site is located at the southeast portion of the 5M Project Site, and includes four one- and two-story buildings (totaling approximately 25,300 gsf), as well as two surface parking lots making up approximately 22,700 gsf, which would be demolished and removed.

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

The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both (1) reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and (2) should add density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

4. **H-1 Site and Project Description.** The H-1 Project contemplates concurrent, conforming amendments to the Planning Code, adoption of design standards and guidelines (the D4D), and a Development Agreement for the entire 5M Project area. The H-1 Project would to demolish four existing buildings and construct a new 25-story building reaching a maximum height of approximately 362 feet, with an approximately 30 foot architectural screen, for a total height of approximately 395 feet, containing approximately 593,500 gsf of office uses, including 33,000 gsf of ground floor uses, anticipated to be allocated as 8,600 gsf of active ground floor office space (including mezzanine space), 7,100 gsf of neighborhood-serving retail space (including mezzanine space), and 17,300 gsf of lobby/core and banking services. Final allocations of space will be determined prior to building permit approval.

   The H-1 Project would include up to three subterranean parking levels able to accommodate approximately 254 vehicles. Also, the H-1 Project would provide approximately 104 Class 1 bicycle parking spaces and 23 Class 2 spaces, consistent with the quantities required by Planning Code, and the 5M SUD (subject to final design the number of spaces may vary somewhat, but in events will be as required by the Planning Code).

   The garage would include 6 loading spaces. A three-stall off-street freight loading dock would be on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street.

   Construction of the H-1 Project would include a 11,000-square-foot private terrace on the southwest side of the building at or above the tenth floor.

   The H-1 Project includes streetscape and pedestrian safety improvements, including

   - Removal of two metered vehicle parking spaces on Howard Street adjacent to the Building and replacement with a passenger loading/unloading zone adjacent to the Project on Howard Street, and addition of a metered commercial loading space;.
   - Widening the Fifth Street sidewalk between Natoma and Howard Streets from 10 feet to 18 feet, with a 60-foot long approximately 8-foot deep inset for three commercial loading spaces;
   - Widening the Mary Street sidewalk adjacent to Mary Court West, from 5 to 10 feet;
   - Streetscape improvements to sidewalks adjacent to Mary Court West;
   - Conversion of Mary Street between Minna and Howard Streets to a shared public way;
   - Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street;

- Streetscape improvements to sidewalks adjacent to the Fifth, Howard and Mary Street building frontages and street trees within an approximately 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.

The H-1 Project also includes

- Construction of an up to 1,600 square-foot pedestrian improvement, in the form of a buildings setback, to create a widened sidewalk area adjacent to Building H-1 along Mary Street; and
- Construction of Mary Court West, an approximately 14,600 sf open space.
- All associated streetscape and pedestrian safety improvements and open space would be completed before a certificate of occupancy for the H-1 building.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Planning Code Compliance/Zoning and Entitlement Structure.** The 5M Project regulatory program is a comprehensive planning approach and entitlement structure for the entire site. The proposed 5M SUD sets a unique set of zoning regulations and approval processes for project implementation. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site, and height reclassifications are proposed to reflect the building heights shown in the D4D.. The 5M D4D as described in Resolution No. _____ articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. As with the entire 5M Project, the H-1 Project is governed by the proposed 5M SUD, D4D, and the Development Agreement The Commission finds that the H-1 Project is consistent with the Planning Code overall, and the proposed 5M SUD and D4D in the following manner:

A. **Use and Density.** The H-1 Project complies with the C-3-S and 5M SUD use and density controls of the Planning Code. The office and active ground floor use are expressly permitted.

B. **Height and Bulk.** The SUD and D4D describe unique height and bulk regulations for Buildings proposed for the 5M Project site, in order to sculpt the skyline of the project, create differentiation in height and articulation, and allow for ornamental features which will terminate and resolve

the tops of these forms. The H-1 Project complies with this 5M Regulatory Program. Its 25-story, approximately 362 foot height, excluding an approximately 30 foot non-occupiable architectural lantern at the top of the building also comply with SUD and the 5M D4D. The dimensions and massing of the H-1 building comply with the specific H-1 bulk controls as provided in the~~,~~ SUD and 5M D4D. The H-1 Project base height of approximately 138 feet is within the maximum 145 feet permitted by the 5M SUD. The "lower tower" controls would apply between the approximately 138-foot base up to a height of approximately 230 feet, and the "upper tower" controls would apply above the lower tower to the maximum height of 395 feet. The 5M D4D~~.~~ requires that the lower tower maintain a maximum floorplate of 22,000 gsf, a maximum average floorplate of 22,000 gsf, a maximum floorplate diagonal of 190 feet and floorplate length of 135 feet, as measured against each of the two perceptual tower floorplates that combine to create the single H-1 floorplate. The H-1 lower tower has a maximum floorplate of 22,000 gsf, a maximum floorplate diagonal of 151 feet and floorplate length of 102 feet as measured against each of the two perceptual tower floorplates that combine to create the single H-1 floorplate. The 5M D4D requires that the upper tower maintain a maximum floorplate of 22,000 gsf, a maximum floorplate diagonal of 190 feet and floorplate length of 135 feet, as measured against each of the two perceptual tower floorplates that combine to create the single H-1 floorplate. The H-1 Project has a maximum floorplate of 21,073 gsf, a maximum floorplate diagonal of 139 feet and floorplate length of 102 feet as measured against each of the two perceptual tower floorplates that combine to create the single H-1 floorplate The 5M D4D further requires that the "two towers" that comprise the H-1 tower have an offset in plan of a minimum of 25 feet each on the north and south side and a minimum combined offset of 60 feet. The H-1 project has offsets of 28 feet and 32 feet, for a combined offset of 60 feet.. The 5M D4D requires that the "two towers" also have a height differentiation of at least 40 feet. The H-1 project includes one tower portion at 350 feet and the other at 395 feet for a height differentiation of 45 feet.

The H-1 Project also meets the 5M D4D tower separation requirements to provide spacing, light, and air between structures within the project site. The separation requirements apply at all building heights above 145 feet, and require an average separation of 75 feet. This dimension may be reduced to as little as 55 feet between points of adjacent buildings, provided that the average separation between these buildings is a minimum of 75 feet. In the H-1 Project Building the minimum average distance between buildings is 85 feet and the distance between points of adjacent buildings is 57 feet 8 inches.

C. **Floor Area Ratio**. 5M SUD Section 3(D) provides the permitted Gross Floor Area for the 5M Project shall not exceed 11:1. The H-1 building is consistent with the allowable FAR proposed for the overall 5M Project.

D. **Rear Yard Setback and Dwelling Unit Exposure.** The provisions of Planning Code Sections 134 and 140 do not apply; however, the 5M SUD Section (C) Building Setbacks do provide that all buildings shall face onto a public right of way at least 20 feet in width or onto an open area (which may include rooftops of adjacent buildings within the District) that is unobstructed at the level of the unit in question for no less than 25 feet in every horizontal dimension. The H-1 Building complies with those provisions by facing public rights of way on all sides: Natoma

Street to the north (35 feet in width unobstructed); 5th Street to the east (85 feet in width unobstructed) Howard Street to the south (85 feet in width unobstructed) and Mary Street combined with a building setback to the west (20 feet of ROW with 8 feet of setback provides a minimum of 28 feet in width unobstructed).

E. **Usable Open Space, Streetscape and Pedestrian Improvements, Active Street Frontages, Off-Street Parking and Car Sharing, Off-Street Loading and Dwelling Unit Mix** are are consistent with the 5M SUD Regulatory Program. The H1 building provides open space consistent with the Planning Code and 5M SUD in the form of 14,600 square foot Mary Court West, publicly accessible open space along 5th, Howard, Mary, and a portion of Natoma Streets in compliance with the 5M SUD requirements for active frontages. The H-1 Project would include up to three subterranean parking levels able to accommodate 254 spaces of which 135 parking spaces would be available to residents of the N-1 Project. The total is within the parking ratio established in the 5M SUD, while providing corresponding car share as required by Planning Code Sec 166. Also, the H-1 Project would provide approximately 104 Class 1 bicycle parking spaces and 23 Class 2 spaces, consistent with the quantities required by Planning Code Sec. 155.2, and the 5M SUD (subject to final design the number of spaces may vary somewhat, but in events will be as required by the Planning Code).

The garage would include 6 loading spaces. A three-stall off-street freight loading dock would be on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street.

F. **Inclusionary Affordable Housing Program.** As set forth in the 5M Development Agreement Affordable Housing and Community Benefit Program, the 5M Project exceeds materially the Planning Code's Affordable Housing requirements by providing an anticipated 33% of the market rate dwelling units as affordable housing. As set forth in the 5M Development Agreement Affordable Housing Program, the H-1 Project will pay the required Affordable Housing Fees, as provided in the 5M Development Agreement.

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use Authorization. The 5M SUD provides in Section 249.74(e) that within the District, the provisions of Section 294.74(e), the 5M D4D and Section 303 apply in lieu of the Section 309 process. The H-1 Project development application authorization process must meet these criteria. On balance, the H-1 Project complies with the criteria of Section 303, in that:

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The H-1 Project is a 617,900 gsf office building, including 8,600 gsf of active ground floor office use and 7,100 square feet of ground floor retail uses. Its proposed location is an underutilized approximately 40,300 square-foot site that currently contains 22,700 square feet of surface parking with the remaining area composed of low-rise warehouse/commercial workshop uses. The site is

located within the Downtown Plan area and the C-3-S (Commercial Support) and RSD Zoning Districts, as modified by the 5M SUD at the northern edge of the South of Market (SoMa) neighborhood. The high-density office and active ground floor uses proposed by the H-1 Project are desirable for and compatible with the proposed location and with uses found in the surrounding neighborhood, as described below.

Under the Downtown Plan, ground floor retail uses are encouraged within and adjacent to the Plan area, and particularly within the C-3-S District. Ground floor retail uses are also principally permitted uses in the C-3-S District.

The proposed size and intensity of office use in the H-1 Project building is particularly desirable for the proposed location. The site is underutilized given its current use and its proximity to existing and growing employment centers in Downtown and SoMa, as well as to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating high-density uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that the number of private vehicle trips to Downtown is not detrimental to the area, because residents will be within convenient walking distance of many transit options.

The varied land uses in the immediate vicinity of the H-1 Project reflect the intersection of Downtown and SoMa, with high-rise hotel, major retail, convention center, midrise office and residential development within one block of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial uses, and Moscone Center expansion. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area. Given this context, the size and intensity of the H-1 Project would be consistent with existing and proposed uses and character of the surrounding neighborhood. Furthermore, as concluded in the Final EIR, the 5M Project, including the H-1 Project building, would be compatible with and would not overwhelm the existing neighborhood character, including nearby historic resources.

In addition, the pedestrian streetscape and open space improvements proposed by the H-1 Project would function as a connection between the surrounding neighborhoods, and contribute to greater activity levels within the Project area itself. This would provide a desirable, pedestrian-friendly experience that would interact with ground floor retail space in the H-1 Project building.

Thus, the size and intensity of the H-1 Project, at its proposed location within the Downtown Plan and C-3-S District, is appropriate and desirable because it meets the City's planning and zoning objectives for this area, the size and intensity of the H-1 Project would not overwhelm neighborhood character, and its streetscape and open space improvements would be beneficial functional connections to the surrounding neighborhood.

2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(a) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The nature of the H-1 Project site is a collection of underutilized parcels including surface parking lots and low-density warehouse-commercial workshop uses. The size and shape of the site is sufficient to accommodate the proposed use without being detrimental to persons residing or working in the vicinity, existing properties or potential development in the vicinity of the H-1 Project.

The site is located in the large, 100-vara-block South of Market area of the C-3 District that are of sufficient size to accommodate high density uses like those proposed by the Project. The H-1 Project site itself is appropriate for the high-density use; it is buffered on all sides by public streets or open space.

The overall design concept for the H-1 Project is to reflect both the density and height of Downtown and the diverse architectural character of SoMa. As an office tower, the H-1 Project reflects the density and height of Downtown. Meanwhile, concentrating building height on Howard Street enables the creation of open space and a vibrant pedestrian realm toward the center of the 5M Project site. Coupled with active ground floor uses within the H-1 Project building, the H-1 Project also reflects the finer grain character of SoMa. As discussed previously, this would provide a beneficial functional connection to the surrounding neighborhood.

The shape of the H-1 Project building has been designed with larger floorplates that accommodate flexible commercial space for a range of potential users, from individual co-work users to mature technology and FIRE companies. Providing flexible commercial space is important to fulfilling the Downtown Plan objective of maintaining and improving San Francisco's position as a prime location for financial, administrative, corporate and professional activity.

Lastly, informed by extensive wind tunnel testing, the shape and overall design of the H-1 Project building in conjunction with other buildings in the 5M Project, address the area's challenging wind conditions to minimize ground-level wind discomfort and hazards.

Thus, whether standing alone or with other buildings in the 5M Project context, the H-1 Project is a well-planned design that is appropriate for the proposed location, and would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

As discussed in the Final EIR, the H-1 Project would be expected to generate traffic patterns for persons and vehicles consistent with uses in the Downtown area, with the greatest trips generated in the a.m. and p.m. peak hours. The Project proposes to limit detrimental effects on traffic patterns and volume by minimizing personal automobile trips to and from the H-1 Project, through implementation of a Transportation Demand Management (TDM) Plan that encourages alternate forms of transportation to and from the site. Also, the H-1 Project circulation plan minimizes potential conflicts between truck loading on the one hand, and surface street automobile, MUNI, bicycle and pedestrian traffic on the other hand. As discussed in the Final EIR, no substantial conflicts would be created by the Project.

The H-1 Project site is two blocks from major transit hubs at Powell Street BART/Muni station, Market Street and the forthcoming Central Subway station at Folsom and Fourth Street. The Golden Gate Bridge, Highway, and Transportation District, SamTrans and A/C Transit Districts all operate regional transit services between San Francisco and Marin/Sonoma, San Mateo and Alameda/Contra Costa Counties, respectively, with stops within three blocks of the Project. Its transit-rich location

particularly enhances the accessibility of the site and minimizes the Project's impact on vehicle traffic patterns.

Sidewalks adjacent to the H-1 Project would be adequately sized to accommodate pedestrian access to and from the Project. The adjacent Fifth Street sidewalk would be widened to 18 feet and on Mary Street adjacent to Mary Court West the sidewalk would be widened from five to ten feet to accommodate increased pedestrian use and enhance pedestrian access to and from the Project site.

To further encourage alternative commute methods, construction of the H-1 Project would include 104 Class 1 bicycle parking spaces and 23 Class 2 spaces. Although no minimum vehicle parking requirement exists for the C-3-S district, the H-1 Project building would include approximately 254 vehicular parking spaces (of which 135 spaces would be available for use by residents of the N1 building), in up to three subterranean levels to accommodate parking demand from the building.

Access from an internal throughway (rather than directly from busier public perimeter streets) would lessen traffic and pedestrian conflicts. The garage would include six loading spaces and a three-stall off-street freight loading dock on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street. Smaller service vehicles will be able to utilize dedicated loading spaces in the garage. The provision of adequate loading and service vehicle spaces will minimize detrimental effects to traffic and pedestrians. As confirmed by the Final EIR, the H-1 Project would not result in significant conflicts between its loading and bicycle, pedestrian and personal vehicle users.

Thus, traffic patterns for persons and vehicles, including the type and volume of such traffic, and the adequacy of proposed off-street parking and loading at the H-1 Project is appropriately addressed so as to not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

(c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

No materials or activities that result in noxious or offensive emissions will be used or engaged in within the H-1 Project. The Final EIR analyzed impacts related to noise and dust during both the construction and operational phases of the Project, and concluded that the Project would not result in significant impacts related to either, by including, where feasible, mitigation measures to be implemented as part of the Project. The H-1 Project will not use reflective or glare-producing materials, and will use insulated glass and materials to mitigate sound transmission.

(d) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

Standards and guidelines stablished for the 5M Project area, applicable to the H-1 Project, are intended to ensure thoughtful and appropriate treatment of streetscape, landscape, open spaces, lighting and signage. The concept of these standards and guidelines is to provide general street lighting to ensure pedestrian and vehicle safety on perimeter streets, and to provide a coordinated scheme of streetscape, lighting and signage improvements that prioritizes pedestrian and cyclist use of interior streets adjacent to the H-1 Project and that connects the streetscape to new Project open space. This concept ensures appropriate treatment of these features within the Project area.

Construction of the H-1 Project will include a 11,000-square-foot terrace at or about the tenth floor of the building that will be exclusively accessible to tenants. In addition the H-1 Project includes

construction of Mary Court West, a 14,600 sf open space area. This space will be available to tenants of the Project as well as members of the public, consistent with requirements for public open space.

Parking and loading areas serving the H-1 Project building are primarily internal or below ground, and have been designed to minimize impacts to streetscape and conflicts with pedestrians and private vehicles.

Lastly, the Final EIR determined that the 5M Project, including the H-1 Project building, would not result in significant impacts related to the creation of a new source of light or glare that would adversely affect other people or properties.

Thus, the H-1 Project would provide appropriate treatment of landscaping, open spaces, parking and loading areas, lighting and signage that are not detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

3. *That such a use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master (General) Plan:*

The H-1 Project will comply with the provisions of the Planning Code, as contemplated to be amended, and will otherwise be consistent with key objectives of the Downtown Plan as discussed above. The H-1 Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

The H-1 Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2011.0409CUA-X** subject to the conditions attached hereto as "EXHIBIT A" and in general conformance with design graphic materials attached to Conditional Use Application No. _____, File No. _____, which is incorporated herein by reference as though fully set forth and attached hereto as Exhibit B. The Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the H--1 Project, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code

Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Final EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. _____. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-days period has expired) OR the date of the decision of the Board of Supervisors if this Motion is appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 17, 2015.

_____
Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Conditional Use for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to to demolish four existing buildings and construct a new 25-story building reaching a maximum height of approximately 362 feet, with an approximately 30-foot architectural screen, for a total height of approximately 395 feet, containing approximately 593,500 gsf of office uses, including 33,000 gsf of ground floor uses, anticipated to be allocated as 8,600 gsf of active ground floor office space (including mezzanine space), 7,100 gsf of neighborhood-serving retail space (including mezzanine space), and 17,300 gsf of lobby/core and banking services, at the northwest corner of Fifth and Howard Streets, Assessor's Block 3725, Lots 005, 006, 008, 009, 012 and 098 ("H-1 Site") within the 5M SUD and generally referred to as the "H-1 Project." The H-1 Project is one of three new buildings in the larger 5M Project. The subject property is currently located within the RSD District, the 40/85-X Height and Bulk District, and the SOMA Youth and Family Special Use District. Such Authorization is for a Project as described therein and in general conformance with plans, dated September 17, 2015 and attached hereto and stamped "EXHIBIT B", included in the docket for Case No. **2011.0409CUA-X** and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. Except as otherwise permitted by the DA, **t**his authorization and rights vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,www.sf-planning.org

Expiration and Renewal. Except as otherwise permitted by the DA, **s**hould a Building or Site Permit be sought after the above referenced period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Except as otherwise permitted by the DA, once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended as provided in the DA in connection with a Litigation Extension or Excusable Delay, each as defined therein.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. Except as provided in the DA with respect to Applicable Laws and Future Changes to Existing Standards, no application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

Design. Final design, site, building or other implementing permits, addenda or other approvals (Applications), including without limitation materials, glazing, color, texture, landscaping, detailing, streetscape, lighting, street tree plantings, rooftop mechanical equipment location, garbage, composting and recycling storage location shall be reviewed by the Department staff and the Planning Director in accordance with the Planning Code Section 249.74(e) for consistency with the 5M Special Use District and the Design for Development. Applications consistent with the Special Use District and the Design for Development may be approved administratively by the Planning Director as therein provided.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Provision – C-3 Districts. Pursuant to Planning Code Section 138, and in accordance with the D4D for the Project, the Project Sponsor shall continue to work with Planning Department staff to refine the design and programming of the public open space, and shall complete the development of Mary Court West, as described in this motion and in the D4D, prior to the issuance of a first temporary certificate of occupancy for the H-1 project which is the subject of this conditional use authorization. The open spaces shall be maintained in perpetuity for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Open Space Plaques – C-3 Districts. As applicable, and pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques at each building entrance including the standard City logo identifying, it; the hours open to the public and contact information for building management. The plaques shall be plainly visible from the public sidewalks on Mission, Fifth, Howard, Mary, Natoma, and Minna Streets, in locations determined in consultation with the Planning Department. The plaques and shall indicate that the open space is accessible to the public. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Transformer Vault. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

1. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

Overhead Wiring. The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.
For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500,www.sfmta.org

Noise, **Ambient**. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map 1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

For information about compliance, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

Street Trees. In accordance with this Conditional Use Authorization, the Design for Development and the 5M SUD, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees are in conformity with the Design for Development. The exact location, size and species of tree shall be as approved by the Director of the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

Streetscape Plan. The Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the streetscape plan for the project frontage, [including the pedestrian improvements to North Mary Street,] so that the plan generally meets the standards of the D4D and all applicable City standards. The Project Sponsor shall [complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall] complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

Parking for Affordable Units. All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The permitted parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Car Share. Car share spaces shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers, in accordance with the Design for Development document for the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking Pursuant to the 5M SUD, the Project shall provide Class 1 and Class 2 bicycle parking spaces in the amounts and locations specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Showers and Clothes Lockers. Pursuant to the 5M SUD, the Project shall provide shower and clothes lockers in accordance with the D4D for the Project
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Parking Maximum. The Project shall provide off-street parking spaces that comply with the maximum ratios specified in the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Off-street Loading. The Project will provide off-street loading spaces in accordance with the D4D for the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Managing Traffic During Construction. In accordance with the Mitigation Monitoring and Reporting Program, the Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

Workforce Program. The Project Sponsor shall comply with the applicable requirements of the Workforce Agreement, Exhibit F to the DA.
For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

Transportation Program. The Project Sponsor comply with all the applicable requirements of the Transportation Program, Exhibit G to the DA, including without limitation, and to the extent applicable, the provisions regarding implementation and monitoring of a TDM program.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378www.sf-planning.org

Employment Brokerage Services - C-3 District. The Project Sponsor shall comply with the applicable requirements of the Workforce Program, Exhibit F to the DA.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Child Care Brokerage Services - C-3 District. Pursuant to Planning Code Section 165, the Project Sponsor shall provide on-site child-care brokerage services for the actual lifetime of the project. Prior to the issuance of any certificate of occupancy, the Project Sponsor shall execute an agreement with the Planning Department documenting the project's child-care program, subject to the approval of the Planning Director.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Transit Impact Development Fee. Pursuant to Planning Code Section 411, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Downtown Park Fee - C-3 District. Pursuant to Planning Code Section 412, the Project Sponsor shall pay the Downtown Park Fee. The fee shall be based on drawings of the net addition of gross floor area of office to be constructed as set forth in the building permit and shall be paid prior to the issuance of a temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Jobs Housing Linkage. Pursuant to Planning Code Section 413, the Project Sponsor shall contribute to the Jobs-Housing Linkage Program (JHLP). The calculation shall be based on the net addition of gross square feet of each type of space to be constructed as set forth in the permit plans. The Project Sponsor shall provide evidence that this requirement has been satisfied to the Planning Department prior to the issuance of the first site or building permit by the Department of Building Inspection.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Childcare Requirements for Office and Hotel Development Projects. Pursuant to Section 414, the Project Sponsor shall pay the in-lieu fee as required. The net addition of gross floor area subject to the fee shall be determined based on drawings submitted with the Building Permit Application.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Public Art. The Project Sponsor shall comply with the applicable provisions of the Art Program, Exhibit H to the DA, including with respect to the payment and allocation of fees for capital and programming purposes.
For information about compliance, contact the Case Planner, Planning Department at 415-575-6863, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures in the Development Agreement and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Revocation due to Violation of Conditions. Subject to the review and other applicable provisions of the DA, should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

Garbage, Recycling, and Composting Receptacles. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made

aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

SAN FRANCISCO
PLANNING DEPARTMENT

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Subject to: (Select only if applicable)

☐ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

Planning Commission Draft Motion
Office Allocation

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	901-925 Mission Street (portion of 5M Project)
Existing Zoning:	C-3-S (Downtown Support) District 90-X and 160-F Height and Bulk Districts
Block/Lot:	Lot 93 of Assessor's Block 3275 **[the "M-1 Site/Chronicle Building"]**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 Kevin.Guy@sfgov.org
Recommendation:	Approval with Conditions

ADOPTING FINDINGS RELATING TO THE APPROVAL OF ALLOCATION OF OFFICE SQUARE FOOTAGE UNDER THE 2014-2015 ANNUAL OFFICE DEVELOPMENT LIMITATION PROGRAM PURSUANT TO SECTIONS 320 THROUGH 325 OF THE PLANNING CODE FOR A PROJECT TO CONVERT APPROXIMATELY 40,000 SQUARE FEET OF BASEMENT STORAGE SPACE TO OFFICE USES, WITHIN AN EXISTING BUILDING CONTAINING APPROXIMATELY 133,400 SQUARE FEET OFFICE USES, 43,300 SQUARE FEET OF BASEMENT STORAGE SPACE, 1,000 SQUARE FEET OF RETAIL SPACE AND 1,500 SQUARE FEET OF ASSEMBLY SPACE, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b). THE PROJECT SITE IS CURRENTLY LOCATED AT 925 MISSION STREET, LOT 093 IN ASSESSOR'S BLOCK 3725 IN THE C-3-S (COMMERCIAL SUPPORT) DISTRICT, AND THE 90-X AND 160-F HEIGHT AND BULK DISTRICT.

PREAMBLE

On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), including a request for an allocation of office space pursuant to Sections 320 through 325 (Annual Office Development Limitation Program) (Case No. 2011.0409OFA-X) to convert approximately 40,000 square feet of basement storage space to office uses, within an existing building containing approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space, located at 925 Mission Street, Lot 093 of Assessor's Block 3725 ("M-1 Site") within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "M-1 Project." The M-1 Project is one of the existing buildings in the larger mixed use commercial residential, retail/educational/cultural development project known as the "5M Project".

The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building (the M-1 Site), Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The 5M Project site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 ("5M Project Site").

The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements.

The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public Open Space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape and treatments and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating and opportunities for urban agriculture and outdoor gardens.

On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project, which requires, in lieu of Planning Code Section 309, which typically applies to development of buildings within the C-3 Zoning Districts, the conditional use authorization process described in the 5M SUD.

On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the 5M Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV. Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and an MMRP pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

Also on September 17, 2015 at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission adopted Resolutions recommending that the Board of Supervisors approve the 5M SUD, various General Plan amendments required for the 5M Project, a Development Agreement for the 5M Project, and adopted findings in connection therewith.

Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding the Office Allocation Application for the M-1 Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, the Planning Department staff, and other interested parties.,

MOVED, that the Commission hereby authorizes the Office Allocation requested in Application No. 2011.0409OFA-X, subject to the conditions contained in **Exhibit A** of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and also constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of

office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The M-1 Site is located at the northeast portion of the 5M Project Site, measuring approximately 42,400 square feet. The M-1 Project Site is currently occupied by an existing building containing approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space. The building has historically housed the offices for the San Francisco Chronicle newspaper, and continues to retain many of those functions. However, portions of the interior have been converted to other uses. The exterior of the building has been altered over the years as well, however, it retains important cultural and physical significance. The scale of the building creates a dialogue with the Old Mint across Mission Street to the north, and the clock tower serves as an important marker of the intersection of Fifth and Mission Streets.

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

4. M**-1 Site - Proposed Project**. The M-1 Project would retain the existing building, but would convert approximately 40,000 square feet of existing basement storage space to office uses. As part of the overall open space program for the 5M Project, the perimeter of the M-1 rooftop would be developed as an approximately 23,000 square foot publicly-accessible elevated open space. Proposed elements of the space include demonstration gardens and "social greenhouses" with lounge seating. The space may also include a synthetic turf lawn, water features, and café/food kiosk uses. The rooftop would be accessible during business hours via an elevator from street level.

5. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing,

youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

6. **Office Allocation.** Section 321 establishes standards for San Francisco's Office Development Annual Limit. In determining if the proposed Project would promote the public welfare, convenience and necessity, the Commission considered the seven criteria established by Code Section 321(b)(3), and finds as follows:

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

As of September 3, 2015, there exists 1,430,192 square feet of office space available for allocation to office buildings of greater than 49,999 square feet of office space ("Large Buildings") during this Approval Period, which ends October 16, 2015. With the allocation of 593,500 square feet to the H-1 Building (as well as 40,000 square feet to the Chronicle (M-1) Building portion of the 5M Project) of net new office space, a total of 633,500 square feet to the 5M Project, a total of 796,692 square feet of office space would be available for allocation. On October 17, 2015 and October 17 of each succeeding year, an additional 875,000 square feet of office space will become available for allocation to buildings of greater than 49,999 square feet of office space. It should be noted that, although the individual office allocation being requested for the M-1 site is less than 49,999 square feet, the combined office allocation being requested for the entire 5M Project exceeds the 49,999 square-foot threshold for allocations set aside for Small Buildings under the Annual Office Development Limitation Program. Therefore, all of the new office square footage proposed for the 5M Project would be allocated from the square footage set aside for Large Buildings in the Program.

The 5M Project would improve the balance between San Francisco's economic growth and its housing supply by contributing substantial affordable housing benefits as outlined in the Development Agreement for the Project. The 5M Project is also subject to the Transportation Impact Development Fee, Child Care In-Lieu Fee, Downtown Parks Fee, all of which will contribute to maintaining a balance between economic growth and housing, transportation and public services. Additionally, the 5M Project would create both new construction jobs and permanent new jobs and comply with all the requirements of the First Source Hiring Program (Chapter 83 of the Administrative Code) and Section 164 of the Planning Code to maximize employment opportunities for local residents.

In general, the downtown core of San Francisco offers relatively few remaining opportunity sites for employment growth. The 5M Project would maximize development intensity at one of the largest and last remaining opportunity sites, and would utilize the site for both housing and substantial employment uses. The Project also seeks to address issues of regional sustainability and traffic congestion by focusing job growth within an intense, urban context in an area supported by abundant existing and planned transit services, as well as retail and service amenities. The M-1 Project implements this vision through the addition of approximately 40,000 square feet of office space within the envelope of the existing building on the site, located within walking distance of the future Transit Center, the future Central Subway, and the Market Street transit spine.

II. THE CONTRIBUTION OF THE OFFICE DEVELOPMENT TO, AND ITS EFFECTS ON, THE OBJECTIVES AND POLICIES OF THE GENERAL PLAN.

The M-1 Project is consistent with the General Plan for the reasons described in Motion No. XXXX, Case No. 2011.0409, as applicable to the 5M Project as a whole and separately to the M-1 Project. The Project would advance the objectives and policies of the Commerce, Urban Design, Downtown Plan, Transportation, and Transit Center District Plan Elements of the General Plan, and presents no significant conflicts with other elements.

III. THE QUALITY OF THE DESIGN OF THE PROPOSED OFFICE DEVELOPMENT.

While it is anticipated that the 5M Project will generally be developed in accordance with the plans approved at the time of entitlement, future evolution of aspects of the project implementation (such as exterior architectural treatments and variations in massing) may be modified during its design development where consistent with the 5M SUD and the 5M Design for Development ("D4D") document. The D4D articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed.

The D4D includes specific guidance for each of the new buildings proposed for the 5M Project, including the M-1 Site. The Chronicle Building would be retained in recognition of its unique cultural importance to the 5M Project Site and to San Francisco overall, and to contribute to the diversity of primary facades on 5th and Mission streets. The development proposal includes a publicly-accessible rooftop open space, an elevator to provide access to the open space, and additional openings on the building's secondary west and south facades, as part of partial accessible rooftop open space, an elevator to provide access to the open space, and additional openings on the building's secondary west and south facades, as part of the partial removal of an existing connector between the Chronicle and Examiner buildings.

Revisions to Project and/or individual buildings determined by the Planning Director to be consistent with the 5M SUD, the D4D, and, where applicable, existing conditional use authorization, may be reviewed and approved by the Planning Director. Inconsistent modifications to the Project would be considered by the Planning Commission and, if applicable, the Board of Supervisors.

IV. THE SUITABILITY OF THE PROPOSED OFFICE DEVELOPMENT FOR ITS LOCATION, AND ANY EFFECTS OF THE PROPOSED OFFICE DEVELOPMENT SPECIFIC TO THAT LOCATION.

a) Use. The additional office uses proposed for the M-1 Site is permitted within the C-3-S District and the 5M SUD which is proposed as part of the overall legislation associated with the 5M Project.

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The existing building at the M-1 Site contains approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space. The M-1 Project would convert approximately 40,000 square feet of the basement storage space to office uses. The M-1 Project would not expand the dimensions of the existing building, and would not dramatically intensify the type of office activity that is currently found within the building. The proposed rooftop open space would provide a substantial amenity that will benefit neighbors of the Project, as well as employees, visitors, and residents of the overall 5M Project. The increase in office uses proposed by the M-1 Project is desirable for and compatible with the proposed location and with uses found in the surrounding neighborhood, as described below.

Under the Downtown Plan, high density office uses are encouraged, and are principally permitted uses within the C-3-S District. The Downtown Plan encourages prime downtown office activities to grow so long as negative effects can be controlled, including the displacement of other uses. The M-1 Project would displace minimal amounts of existing storage uses, which do not currently maximize the advantages of the transit-adjacency and walkability of the 5M Project Site. Furthermore, as discussed in the Draft Environmental Impact Report for the 5M Project, which includes the M-1 Project, all but three potentially significant impacts of the overall 5M Project are reduced to less than significant levels, and the Project would implement measures to reduce these remaining three impacts to the extent feasible. The M-1 Project provides additional office use of the type encouraged by the Downtown Plan.

The varied land uses in the immediate vicinity of the M-1 Project reflect the intersection of Downtown and SoMa, with high-rise hotel, major retail, convention center, midrise office and residential development within one block of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial uses, and expansion of Moscone Center. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area. The retention of the existing building will preserve an important cultural marker, and will contribute to the diversity of building heights and typologies within the 5M Project. As concluded in the Final EIR, the 5M Project, including the retention of the M-1 Project building and the addition of publicly-accessible rooftop open space, would be compatible with and would not overwhelm the existing neighborhood character.

The rooftop open space improvements proposed for the M-1 Project would contribute needed publicly-accessible open space to the area, and will provide an opportunity for neighbors to engage with a building with longstanding cultural importance in San Francisco.

Thus, the size and intensity of the M-1 Project, at its location within the Downtown Plan and C-3-S District, is appropriate and desirable because it meets the City's planning and zoning objectives for this area, it would not overwhelm neighborhood character, and its open space improvements would be beneficial functional connections to the surrounding neighborhood.

b) Transit Accessibility. The M-1 Project site is one block from the major transit hub at Powell Street BART/Muni station, and is within walking distance of future Central Subway station at

Folsom and Fourth Street, as well as the future Transit Center. The Golden Gate Bridge, Highway, and Transportation District, SamTrans and A/C Transit Districts all operate regional transit services between San Francisco and Marin/Sonoma, San Mateo and Alameda/Contra Costa Counties, respectively, with stops within three blocks of the M-1 Project. Its transit-rich location particularly enhances the accessibility of the site and minimizes the project's impact on vehicle traffic patterns.

c) Open Space Accessibility. The overall 5M Project includes the development of publicly-accessible open spaces and public realm improvements. While the M-1 building renovation does not require the provision of new open space, the Chronicle rooftop would include an approximately 23,000 square foot publicly-accessible elevated open space also available for residents of the adjacent N-1 Building contemplated by the 5M Project, and will be constructed in connection with that residential building, which is the subject of a separate conditional use authorization. The space includes demonstration gardens and "social greenhouses" with lounge seating. The space may also include a synthetic turf lawn, water features, and café/food kiosk uses. The rooftop would be accessible during business hours via an elevator from street level.

d) Urban Design.

The conversion of basement storage space to office uses proposed by the M-1 Project will contribute to the continued economic viability of the building, enabling its retention as an important architectural and cultural feature of the neighborhood. Aside from the development of a publicly-accessible rooftop open space, along with an elevator to facilitate public access, the building would not be substantially altered. The scale of the building creates a dialogue with the Old Mint across Mission Street to the north, and the clock tower serves as an important marker of the intersection of Fifth and Mission Streets. Retention of the building will also diversify the heights and architectural character of buildings within the overall 5M Project, which will intermingle new towers with older buildings of various eras. Thus, the M-1 Project, and the size and location of the existing building on the site would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

V. THE ANTICIPATED USES OF THE PROPOSED OFFICE DEVELOPMENT IN LIGHT OF EMPLOYMENT OPPORTUNITIES TO BE PROVIDED, NEEDS OF EXISTING BUSINESSES, AND THE AVAILABLE SUPPLY OF SPACE SUITABLE FOR SUCH ANTICIPATED USES.

The Project Sponsor shall make contributions and require contractors, consultants, subcontractors and subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end-use phases of the Project as set forth in the Workforce Agreement of the 5M Project Development Agreement. The Project will also comply with the requirements of Planning Code Section 164, which includes city resident employment and training requirements.

The existing building at the M-1 Site contains broad floorplates that can be modified in a variety of ways to accommodate the needs of different types of office tenants. The conversion of basement storage space to office uses that is proposed by the M-1 Project will add to the stock of flexible office space within the building. In so doing, it accommodates commercial office demand for existing large floorplate buildings without expanding the volume of the existing building, and

lessening pressure to converting buildings in the surrounding SoMa area that are traditionally used for industrial and service uses, thereby helping to preserve existing space for those uses. In addition, the overall 5M Project includes abundant ground-floor retail space which will provide future opportunities for service-sector employment.

VI. THE EXTENT TO WHICH THE PROPOSED DEVELOPMENT WILL BE OWNED OR OCCUPIED BY A SINGLE ENTITY.

The entire nearly 4-acre 5M Property site is currently under the ownership of the 5M Project, LLC. The anticipated tenant or tenants will be determined at a later date. It is not known whether the 5M or M-1 Site Project will be occupied by a single entity.

VII. THE USE, IF ANY, OF TRANSFERABLE DEVELOPMENT RIGHTS ("TDRs") BY THE PROJECT SPONSOR.

The proposed 5M SUD, which would include the M-1 Site, establishes a maximum floor area ratio applicable to the entire 5M Project, and does not require the use of TDRs.

7. **General Plan Conformity.** The General Plan Consistency Findings set forth in Planning Commission Resolution No. XXXXX, Case No. 2011.0409 apply to this Motion, and are incorporated herein as though fully set forth.

8. **Priority Policy Findings.** Section 101.1(b) establishes eight priority planning policies and requires the review of permits for consistency with said policies. The 5M Project and by reference therein, the M-1 Project, together and separately comply with these policies, on balance, for the reasons set forth in Planning Commission Resolution No. XXXXX, Case No. 2011.0409, which findings are incorporated herein as though fully set forth.

9. The Commission hereby finds that granting the Office Allocation in this case will particularly promote the public welfare, convenience and necessity for the reasons set forth above.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Office Allocation, Application No. 2011.0409OFA-X,** subject to the conditions attached hereto as Exhibit A, which is incorporated herein by reference as though fully set forth, and in general conformance with the plans attached to Motion No. XXXXX as Exhibit B, on file in Case Docket No. 2011.0409CUA-X.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required

mitigation measures identified in the EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Section 320-325 Office Space Allocation to the Board of Appeals within fifteen (15) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304 or call (415) 575-6880.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for an allocation of office space under the Annual Office Development Limitation Program for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 to convert approximately 40,000 square feet of basement storage space to office uses, within an existing building containing approximately 133,400 square feet office uses, 43,300 square feet of basement storage space, 1,000 square feet of retail space and 1,500 square feet of assembly space, located at 925 Mission Street, Lot 093 of Assessor's Block 3725, within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "M-1 Project." The subject property is currently located within the C-3-S District, and the 90-X and 160-F Height and Bulk Districts. Such Authorization is for a Project as described therein and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXX**, and in general conformance with plans, dated September 17, 2015 and attached to Motion No. **XXXXX** and stamped "EXHIBIT B" for Case No. **2011.0409CUA-X,** This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for

Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. In addition, in order to implement the M-1 Project, the Project Sponsor must obtain a Conditional Use Authorization for the M-1 Site, and the conditions of approval for Case No. **2011.0409CUA-X**, attached as Exhibit B to Motion No. **XXXXX** are incorporated by reference as though fully set forth herein. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

SAN FRANCISCO
PLANNING DEPARTMENT

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Subject to: (Select only if applicable)

☐ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

Planning Commission Draft Motion
Office Allocation

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Zoning:	RSD (Retail/Service) Mixed-Use District 40-X/85-B Height and Bulk District SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012 and 098 of Assessor's Block 3275 **[the "H-1 Site"]**
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 Kevin.Guy@sfgov.org
Recommendation:	Approval with Conditions

ADOPTING FINDINGS RELATING TO THE APPROVAL OF ALLOCATION OF OFFICE SQUARE FOOTAGE UNDER THE 2014-2015 ANNUAL OFFICE DEVELOPMENT LIMITATION PROGRAM PURSUANT TO SECTIONS 320 THROUGH 325 OF THE PLANNING CODE FOR A PROJECT TO CONSTRUCT A NEW 25-STORY BUILDING REACHING A MAXIMUM HEIGHT OF APPROXIMATELY 362 FEET, WITH AN APPROXIMATELY 30-FOOT ARCHITECTURAL SCREEN, FOR A TOTAL HEIGHT OF APPROXIMATELY 395 FEET, CONTAINING APPROXIMATELY 593,500 SQUARE FEET OF OFFICE USES, APPROXIMATELY 33,000 SQUARE FEET OF ACTIVE GROUND FLOOR AND MEZZANINE SPACE (INCLUDING 7,100 SQUARE FEET OF RETAIL), AND UP TO THREE SUBTERRANEAN LEVELS WITH VEHICLE AND BICYCLE PARKING, LOADING, AND MECHANICAL SPACE, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b). THE PROJECT SITE IS CURRENTLY LOCATED IN THE RSD (RESIDENTIAL SERVICE) DISTRICT, THE 40/85-B HEIGHT AND BULK DISTRICT, AND THE SOMA YOUTH AND FAMILY SPECIAL USE DISTRICT.

PREAMBLE

On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), including a request for an allocation of office space pursuant to Sections 320 through 325 (Annual Office Development Limitation Program) (Case No. 2011.0409OFA-X) for a project to construct a new 25-story building reaching a maximum height of approximately 362 feet, with an approximately 30 foot architectural screen, for a total height of approximately 395 feet, containing approximately 593,500 square feet of office uses, approximately 33,000 square feet of active ground floor and mezzanine space (including 7,100 square feet of retail), and up to three subterranean levels with vehicle and bicycle parking, loading, and mechanical space, located at 172,190 Fifth Street; 910, 912, 914-918 and 924-926 Howard Streets, on lots 5, 6, 8, 9, 12 and 98 of Assessors Block 3725 ("H-1 Site") within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "H-1 Project." The H-1 Project is one of three new buildings in the larger mixed use commercial residential, retail/educational/cultural development project known as the 5M Project.

The 5M Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The 5M Project site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 ("5M Project Site").

The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed 5M Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

The 5M Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements.

The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Public Open Space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape and treatments and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating and opportunities for urban agriculture and outdoor gardens.

On November 20, 2014, the Planning Commission held an informational hearing regarding the 5M Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the 5M Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the 5M Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the 5M Project 1) approving a Development Agreement for the Project, and 2) amending the Planning Code to add Section 249.74 to create the 5M Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the 5M Special Use District and height reclassifications associated therewith. In order for the 5M Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required, including this Office Allocation. The 5M SUD is described in Commission Resolution No. _____ and 5M Design for Development described in Commission Motion No. _____ which together form the basic regulatory scheme for the 5M Project, which requires, in lieu of Planning Code Section 309, which typically applies to development of buildings within the C-3 Zoning Districts, the conditional use authorization process described in the 5M SUD.

On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the 5M Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was

prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the 5M Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV. Planning Department staff prepared a Mitigation and Monitoring and Report Program (MMRP), which material was made available to the public and the Commission for the Commission's review and consideration and action.

On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the 5M Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No._____.

Also on September 17, 2015 at a duly noticed public hearing at a regularly scheduled meeting, by Resolution Nos. ____ and _____, the Commission adopted Resolutions recommending that the Board of Supervisors approve the 5M SUD, various General Plan amendments required for the 5M Project, a Development Agreement for the 5M Project, and adopted findings in connection therewith.

Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting regarding the Office Allocation Application for the H-1 Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, the Planning Department staff, and other interested parties.,

MOVED, that the Commission hereby authorizes the Office Allocation requested in Application No. 2011.0409OFA-X, subject to the conditions contained in **Exhibit A** of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and also constitute findings of this Commission.

2. **Site Description and Present Use.** The 5M Project Site is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along

Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100. The H-1 Site is located at the southeast portion of the 5M Project Site, measuring approximately 40,200 square feet. The H-1 Site is currently occupied by surface parking uses, as well as four existing buildings containing warehouse and commercial workshop uses.

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

3. **H-1 Site - Proposed Project**. The H-1 Project on the approximately 40,200 square foot H-1 Site would include the demolition of existing surface parking (on 435-39 and 441-45 Minna Street, 44 and 55 Mary Street) and the demolition of four one- and two-story buildings (totally 25,300 sq. feet), at 172, 190 Fifth Street, 910, 912, 914-916, and 924-926 Howard Street. The proposed H-1 project development includes construction of an up to 617,900 square feet, 395 foot tall-25 story office building with approximately 593,500 square feet of office use, 584,900 square feet of office space above the ground floor, and 33,000 square feet of actual ground floor and mezzanine space (including retail, office (8,600) lobby/core and building service space); up to three subterranean levels of vehicle and bicycle parking and loading; a freight loading dock on the ground floor, approximately 11,000 square foot private terrace on the southwest side of the building at or above the tenth floor, adjacent pedestrian improvements along Mary Street, and other associated streetscape improvements.

4. **Public Comment**. The Planning Department has received extensive written and verbal comments from members of the public regarding the proposed 5M Project. In general, communications in support of the project praise the development of a relatively underutilized site with housing, employment, and retail opportunities, the public benefits package outlined in the Development Agreement for the project (including contributions toward affordable housing, youth, workforce, and arts programs, and transportation), enhancement of streetscapes and the provision of new open spaces. Communications in opposition to the project express concerns regarding displacement and changes in neighborhood character, traffic, incompatibility in the

scale of the new buildings, and changes to existing height and zoning controls necessary to allow the project to proceed.

5. **Office Allocation.** Section 321 establishes standards for San Francisco's Office Development Annual Limit. In determining if the proposed Project would promote the public welfare, convenience and necessity, the Commission considered the seven criteria established by Code Section 321(b)(3), and finds as follows:

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

As of September 3, 2015, there exists 1,430,192 square feet of office space available for allocation to office buildings of greater than 49,999 square feet of office space ("Large Buildings") during this Approval Period, which ends October 16, 2015. With the allocation of 593,500 square feet to the H-1 Building (as well as 40,000 square feet to the Chronicle (M-1) Building portion of the 5M Project) of net new office space, a total of 633,500 square feet to the 5M Project, a total of 796,692 square feet of office space would be available for allocation. On October 17, 2015 and October 17 of each succeeding year, an additional 875,000 square feet of office space will become available for allocation to buildings of greater than 49,999 square feet of office space.

The 5M Project would improve the balance between San Francisco's economic growth and its housing supply by contributing substantial affordable housing benefits as outlined in the Development Agreement for the Project. . The 5M Project is also subject to the Transportation Impact Development Fee, Child Care In-Lieu Fee, Downtown Parks Fee, all of which will contribute to maintaining a balance between economic growth and housing, transportation and public services. Additionally, the 5M Project would create both new construction jobs and permanent new jobs and comply with all the requirements of the First Source Hiring Program (Chapter 83 of the Administrative Code) and Section 164 of the Planning Code to maximize employment opportunities for local residents.

In general, the downtown core of San Francisco offers relatively few remaining opportunity sites for employment growth. The Project would maximize development intensity at one of the largest and last remaining opportunity sites, and would utilize the site for both housing and substantial employment uses. The Project also seeks to address issues of regional sustainability and traffic congestion by focusing job growth within an intense, urban context in an area supported by abundant existing and planned transit services, as well as retail and service amenities. The H-1 Site Project implements this vision through the development of 595,500 square feet of office space, located within walking distance of the future Transit Center, the future Central Subway, and the Market Street transit spine.

II. THE CONTRIBUTION OF THE OFFICE DEVELOPMENT TO, AND ITS EFFECTS ON, THE OBJECTIVES AND POLICIES OF THE GENERAL PLAN.

The H-1 Project is consistent with the General Plan for the reasons described in Motion No. XXXX, Case No. 2011.0409, as applicable to the 5M Project as a whole and separately to the H-1 Project. The Project would advance the objectives and policies of the Commerce, Urban Design, Downtown Plan, Transportation, and Transit Center District Plan Elements of the General Plan, and presents no significant conflicts with other elements.

III. THE QUALITY OF THE DESIGN OF THE PROPOSED OFFICE DEVELOPMENT.

While it is anticipated that the 5M Project will generally be developed in accordance with the plans approved at the time of entitlement, future evolution of aspects of the project implementation (such as exterior architectural treatments and variations in massing) may be modified during its design development where consistent with the 5M SUD and the 5M Design for Development ("D4D") document. The D4D articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed.

The D4D includes specific guidance for each of the new buildings proposed for the 5M Project, including the H1 Site. The bulk controls are intended to allow larger, more flexible floorplates to serve a variety of office tenants, while providing design controls that minimize the apparent bulk that results from the larger floorplates. The tower would have a maximum base height of 145 feet. Above this base, the tower would be expressed as two massings that would read as distinct, but connected buildings. Each individual massing would be subject to specific bulk controls.

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

Revisions to Project and/or individual buildings determined by the Planning Director to be consistent with the 5M SUD, the D4D, and, where applicable, existing conditional use authorization, may be reviewed and approved by the Planning Director. Inconsistent modifications to the Project would be considered by the Planning Commission and, if applicable, the Board of Supervisors.

IV. THE SUITABILITY OF THE PROPOSED OFFICE DEVELOPMENT FOR ITS LOCATION, AND ANY EFFECTS OF THE PROPOSED OFFICE DEVELOPMENT SPECIFIC TO THAT LOCATION.

a) Use. The H-1 Site Project's proposed office and retail uses are permitted uses in the C-3-S District.

1. The proposed use, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community;

The H-1 Project is a 617,900 gsf office building, including 593,500 gsf of office space, including 8,600 gsf of active ground floor office use and 7,100 square feet of ground floor retail uses. Its proposed location is an underutilized site measuring approximately 40,200 square-feet that currently contains 22,700 square feet of surface parking with the remaining area composed of low-rise warehouse/commercial workshop uses. The H-1 Site is currently located within the RSD Zoning District, but is proposed for rezoning to the C-3-S (Commercial Support) Zoning District in order to correspond with the zoning that applies to the remainder of the 5M Project Site. In addition, the H-1 Site is proposed to be located within the 5M SUD that would apply to the

entirety of the 5M Project Site. The high-density office and active ground floor uses proposed by the H-1 Project are desirable for and compatible with the proposed location and with uses found in the surrounding neighborhood, as described below.

Under the Downtown Plan, high density office uses are encouraged, and are principally permitted uses within the C-3-S District. The Downtown Plan encourages prime downtown office activities to grow so long as negative effects can be controlled, including the displacement of other uses. The H-1 Project would displace minimal amounts of existing uses because over half of the H-1 Site is surface parking. Furthermore, as discussed in the Draft Environmental Impact Report for the 5M Project, which includes the H-1 Project, all but three potentially significant impacts of the overall 5M Project are reduced to less than significant levels, and the Project would implement measures to reduce these remaining three impacts to the extent feasible. The H-1 Project provides office use of the type encouraged by the Downtown Plan.

The size and intensity of the office use proposed in the H-1 Project building is particularly desirable for the proposed location. The H-1 Site is underutilized given its current use and proximity to existing and growing employment centers in Downtown and SoMa, as well as to the major Powell Street transit hub and transit corridors on Market Street and Mission Street, and the Central Subway alignment on Fourth Street. Locating high-density uses in proximity to transit is consistent with Downtown Plan goals of promoting additional transit usage and ensuring that the number of private vehicle trips to Downtown are not detrimental to the area, because users will be within convenient walking distance of many transit options.

The varied land uses in the immediate vicinity of the H-1 Project reflect the intersection of Downtown and SoMa, with high-rise hotel, major retail, convention center, midrise office and residential development within one block of the building site. Additional major planned and approved projects in the immediate vicinity include two hotels, mixed-use residential and commercial uses, and expansion of Moscone Center. Mid- and high-rise office and residential uses are also approved and proposed within the surrounding neighborhoods, including the Transit Center District Plan area, Mid-Market, and forthcoming Central SoMa Plan area. Given this context, the size and intensity of the H-1 Project would be consistent with existing and proposed uses and character of the surrounding neighborhood. As concluded in the Final EIR, the 5M Project, including the H-1 Project building, would be compatible with and would not overwhelm the existing neighborhood character, including nearby historic resources.

Lastly, the pedestrian streetscape and open space improvements proposed by the H-1 Project would function as a connection between the surrounding neighborhoods, and contribute to greater activity levels within the H-1 Project area itself. This would provide a desirable, pedestrian-friendly experience that would interact with ground floor retail space in the H-1 Project building.

Thus, the size and intensity of the H-1 Project, at its proposed location within the Downtown Plan and C-3-S District, is appropriate and desirable because it meets the City's planning and zoning objectives for this area, it would not overwhelm neighborhood character, and its streetscape and open space improvements would be beneficial functional connections to the surrounding neighborhood.

b) Transit Accessibility. The H-1 Project site is two blocks from major transit hubs at Powell Street BART/Muni station, Market Street and the forthcoming Central Subway station at Folsom and Fourth Street. The Golden Gate Bridge, Highway, and Transportation District, SamTrans and A/C Transit Districts all operate regional transit services between San Francisco and Marin/Sonoma,

San Mateo and Alameda/Contra Costa Counties, respectively, with stops within three blocks of the H-1 Project. Its transit-rich location particularly enhances the accessibility of the site and minimizes the project's impact on vehicle traffic patterns.

c) Open Space Accessibility. The overall 5M Project includes the development of publicly-accessible open spaces and public realm improvements. The H-1 Project portion of the overall 5M Project would include pedestrian-oriented streetscape improvements to Mary Street between Howard and Minna Streets – such as special paving, shallow curbs, and street furnishings – that would transform that right of way into a shared public way for pedestrians and vehicles.

Construction of the H-1 Project would also include Mary Court West, a publicly accessible 14,600 sf open space located between Minna and Natoma Streets west of Mary Street, as well as a 1,600 sf open space snippet along Mary Street adjacent to H-1. Mary Court West is in intended to invite the public to interact with public art, landscaping and other programmed elements within the open space, resulting in a vibrant and active open space that is adjacent to active ground floor uses within the H-1 Project building. Mary Court West will be consistent with Guidelines for Downtown Open Space and will serve as a publicly accessible private open space consistent with Planning Code requirements for these spaces.

d) Urban Design.

The nature of the H-1 Site is a collection of underutilized parcels, including surface parking lots and low-density warehouse/commercial workshop uses. The size and shape of the H-1 Site is sufficient to accommodate the proposed uses without being detrimental to persons residing or working in the vicinity, existing properties or potential development in the vicinity of the H-1 Project.

The H-1 Site is located in the larger block pattern located South of Market Street. These blocks generally provide sufficient area to accommodate high-density uses like the H-1 Project building. The H-1 Site itself is appropriate for the high-density use. It is buffered on all sides by public streets, and for the sole existing adjacent building (198 Fifth Street), the H-1 Building proposes to provide a setback that respects the light well in that building, thereby preserving light and air to the uses in therein.

The overall design concept for the H-1 Project is to reflect both the density and height of Downtown and the diverse architectural character of SoMa. As an office tower, the H-1 Project reflects the density and height of Downtown. Meanwhile, concentrating building height on Fifth Street enables the creation of open space and a vibrant pedestrian realm to the interior of the 5M Project site. The proposed active ground floor uses within the H-1 Project would interact with these open spaces to reflect the finer-grain character of SoMa. These open spaces and pedestrian-oriented streetscapes, bordered in part by retail uses, would also provide a beneficial functional connection to the surrounding neighborhood.

Thus, the H-1 Site and size and location of the H-1 Project would not be detrimental to the health, safety, convenience or general welfare of persons living or working in the vicinity of the building, or injurious to surrounding property.

V. THE ANTICIPATED USES OF THE PROPOSED OFFICE DEVELOPMENT IN LIGHT OF EMPLOYMENT OPPORTUNITIES TO BE PROVIDED, NEEDS OF EXISTING BUSINESSES, AND THE AVAILABLE SUPPLY OF SPACE SUITABLE FOR SUCH ANTICIPATED USES.

The Project Sponsor shall make contributions and require contractors, consultants, subcontractors and subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end-use phases of the Project as set forth in the Workforce Agreement of the 5M Project Development Agreement. The Project will also comply with the requirements of Planning Code Section 164, which includes city resident employment and training requirements.

As proposed, the H-1 Project provides a range of commercial floorplates sizes in a location identified for office uses (the C-3 District). In so doing, it accommodates commercial office demand for existing large floorplate buildings without converting buildings in the surrounding SoMa area that are traditionally used for industrial and service uses, thereby helping to preserve existing space for those uses.

The H-1 Project will provide future opportunities for service-sector employment within the ground floor retail uses in the Project.

VI. THE EXTENT TO WHICH THE PROPOSED DEVELOPMENT WILL BE OWNED OR OCCUPIED BY A SINGLE ENTITY.

The entire nearly 4-acre 5M Property site is currently under the ownership of the 5M Project, LLC. The anticipated tenant or tenants will be determined at a later date. It is not known whether the 5M or H-1 Site Project will be occupied by a single entity.

VII. THE USE, IF ANY, OF TRANSFERABLE DEVELOPMENT RIGHTS ("TDRs") BY THE PROJECT SPONSOR.

The proposed 5M SUD, which would include the H-1 Site, establishes a maximum floor area ratio applicable to the entire 5M Project, and does not require the use of TDRs.

7. **General Plan Conformity.** The General Plan Consistency Findings set forth in Planning Commission Resolution No. XXXXX, Case No. 2011.0409 apply to this Motion, and are incorporated herein as though fully set forth.

8. **Priority Policy Findings.** Section 101.1(b) establishes eight priority planning policies and requires the review of permits for consistency with said policies. The 5M Project and by reference therein, the M-1 Project, together and separately comply with these policies, on balance, for the reasons set forth in Planning Commission Resolution No. XXXXX, Case No. 2011.0409, which findings are incorporated herein as though fully set forth.

9. The Commission hereby finds that granting the Office Allocation in this case will particularly promote the public welfare, convenience and necessity for the reasons set forth above.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Office Allocation,**

Application No. 2011.0409OFA-X, subject to the conditions attached hereto as Exhibit A, which is incorporated herein by reference as though fully set forth, and in general conformance with the plans attached to Motion No. XXXXX as Exhibit B, on file in Case Docket No. 2011.0409CUA-X.

The Planning Commission hereby adopts the CEQA findings contained in Planning Commission Motion No. _____, incorporate herein as part of this motion, by this reference thereto, and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the EIR and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Section 320-325 Office Space Allocation to the Board of Appeals within fifteen (15) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304 or call (415) 575-6880.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for an allocation of office space under the Annual Office Development Limitation Program for a development application under the proposed "Fifth and Mission Special Use District ("5M SUD"), Planning Code Section ("Section") 249.74 for a project to construct a new 25-story building reaching a maximum height of approximately 362 feet, with an approximately 30 foot architectural

screen, for a total height of approximately 395 feet, containing approximately 593,500 square feet of office uses, approximately 33,000 square feet of active ground floor and mezzanine space (including 7,100 square feet of retail), and up to three subterranean levels with vehicle and bicycle parking, loading, and mechanical space, located at 172,190 Fifth Street; 910, 912, 914 918 and 924 926 Howard Streets, on Lots 005, 006, 008, 009, 012 and 098 of Assessors Block 3725 ("H-1 Site") within the proposed "Fifth and Mission Special Use District" ("5M SUD") and generally referred to as the "H-1 Project." The subject property is currently located within the RSD District, and the 40/85-X Height and Bulk District. Such Authorization is for a Project as described therein and subject to these conditions of approval reviewed and approved by the Commission on September 17, 2015 under Motion No **XXXXX**, and in general conformance with plans, dated September 17, 2015 and attached to Motion No. **XXXXX** and stamped "EXHIBIT B" for Case No. **2011.0409CUA-X,** This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit for new construction or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on September 17, 2015 under Motion No **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

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

SEVERABILITY

The Project shall, except as provided in and subject to the applicable provisions of the Development Agreement between 5M Project, LLC and the City and County of San Francisco for the 5M Project (the "DA"), comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes or modifications to the Project approved pursuant to this authorization or the conditions thereof, that are consistent with the Fifth and Mission Special Use District and 5M Design for Development, may be approved administratively by the Planning Director in accordance with Planning Code Section 274.74(e), as provided below. Other significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Additional Project Authorization. In order to implement the overall 5M Project, the 5M Project Sponsor must obtain 1) Findings under Section 295 as to whether the shadow cast by the 5M Project on Boeddeker Park would have an adverse impact, 2) Height Reclassifications to reflect the building heights identified in the Design for Development Document for the Project, 3) Planning Code Amendments and Zoning Map Amendment to adopt the "Fifth and Mission Special Use District" associated with the 5M Project, 5) General Plan Amendments to maps and exhibits in the Downtown Plan, Urban Design Element, and South of Market Area Plan associated with the Project for the subject property, and 6) Approval of the Design for Development document associated with the 5M Project. In addition, in order to implement the M-1 Project, the Project Sponsor must obtain a Conditional Use Authorization for the H-1 Site, and the conditions of approval for Case No. **2011.0409CUA-X**, attached as Exhibit B to Motion No. **XXXXX** are incorporated by reference as though fully set forth herein. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C to Motion No. **XXXXX** are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Per Development Agreement

Planning Commission Draft Resolution
General Plan Amendment

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS AMEND THE GENERAL PLAN, INCLUDING AMENDMENTS TO DOWNTOWN AREA PLAN MAP 1 (LAND USE AND DENSITY PLAN), MAP 5 (PROPOSED HEIGHT AND BULK DISTRICTS), FIGURE 2 (BULK LIMIT), FIGURE 3 (BULK CONTROL UPPER TOWER VOLUME REDUCTION) AND FIGURE 4 (SEPARATION BETWEEN TOWERS); THE SOUTH OF MARKET AREA PLAN MAP 2 (GENERALIZED LAND USE PLAN), MAP 3 (DENSITY PLAN), 5 (HEIGHT PLAN) AND 7 (OPEN SPACE AND PEDESTRIAN NETWORK); THE URBAN DESIGN ELEMENT MAP 4 (HEIGHT MAP) AND MAP 5 (BULK MAP); EASTERN NEIGHBORHOODS AREA PLAN MAPS; AND THE LAND USE INDEX OF THE GENERAL PLAN, TO REFLECT AMENDMENT TO THE BOUNDARIES OF THE DOWNTOWN AND SOUTH OF MARKET AREA PLANS, AND TO ADD REFERENCES TO THE FIFTH AND MISSION SPECIAL USE DISTRICT, AND ADOPTING FINDINGS, INCLUDING FINDINGS UNDER PLANNING CODE SECTION 340, CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS AND FINDINGS OF CONSISTENCY WITH THE

GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

RECITALS

1. **WHEREAS**, Section 4.105 of the San Francisco Charter mandates that the Planning Commission shall periodically recommend to the Board of Supervisors for approval or rejection proposed amendments to the General Plan.

2. **WHEREAS,** On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("Project"), including amendments to the General Plan, Planning Code and Zoning Maps, and the adoption of the proposed "Fifth and Mission Special Use District" ("5M SUD").

3. **WHEREAS,** The Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

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

5. **WHEREAS,** The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing

extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

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

7. **WHEREAS,** The Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, an pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronical building, including a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

8. **WHEREAS,** On November 20, 2014, the Planning Commission held an informational hearing regarding the Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

9. **WHEREAS**, The General Plan consists of goals, policies and programs for the future physical development of the City and County of San Francisco that take into consideration social, economic and environmental factors.

10. **WHEREAS**, The General Plan shall be periodically amended in response to changing physical, social, economic, environmental or legislative conditions.

11. **WHEREAS,** In order for the Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

12. **WHEREAS,** On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

13. **WHEREAS,** On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, _____, is the custodian of records, located in the File for Case No. 2011.0409ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California

14. **WHEREAS,** On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR for the Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No.___.

15. **WHEREAS,** The Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

16. **WHEREAS**, The Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

17. **WHEREAS**, A Proposed Ordinance has been drafted in order to make the necessary amendments to the General Plan to implement the Project, by amending the Maps of the Downtown Area Plan, SoMa Area Plan, Urban Design Element, and the General Plan Land Use Index, to reflect amendments to the boundaries of the Downtown and SoMa Area Plans, and to add references to the 5M SUD, and adding a clarifying notation to the Eastern Neighborhoods Area Plans Maps concerning exclusion of the Project area and is attached hereto as Exhibit A.

18. **WHEREAS**, The Office of the City Attorney has approved the proposed Ordinance as to form.

19. **WHEREAS**, Section 4.105 of the San Francisco Charter and Section 340 of the Planning Code require that the Commission initiate any proposed amendments to the City's General Plan, and make a recommendation for approval or rejection to the Board of Supervisors before the Board of Supervisors acts on the proposed amendments.

20. **WHEREAS**, Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed General Plan Amendments.

21. **WHEREAS**, The Commission has had available to it for its review and consideration studies, case reports, letters, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearings on the Project.

21. **WHEREAS**, The Commission finds that the Project provides substantial assurances and benefits that would accrue to the public and the City, including, but not limited to, contributions to assist the City and surrounding community in meeting affordable housing, work-force development, youth development, transit, pedestrian safety, and public art goals, and promotes a wide variety of City policies and objectives regarding but not limited to urban design, public realm and streetscape features, affordable housing, economic and workforce development, sustainability, historic preservation, transportation demand management, and open space, all as further detailed in the findings in Motion No. ____ (General Plan and priority policies consistency) and Resolution No. ____ (Development Agreement) which are incorporated by reference as though fully set forth herein.

22. **WHEREAS**, all pertinent documents may be found in the files of the Planning Department, Jonas Ionin (Commission Secretary) as the custodian of records, at 1650 Mission Street, Suite 400, San Francisco.

NOW, THEREFORE BE IT RESOLVED THAT, the Commission finds, based upon the entire record, including but not limited to the information set forth above, the submissions by the Applicant, the staff of the Department, and other interested parties, the oral testimony presented to the Commission at the public hearing, all other written materials submitted by all parties, and the evidence set forth above, that the public necessity, convenience and general welfare require that the General Plan be amended as set forth in the attached Ordinance, pursuant to Planning Code Section 340; and

BE IT FURTHER RESOLVED THAT, the Planning Commission recommends that the Board of Supervisors approve the proposed General Plan Amendments.

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

[General Plan — Fifth and Mission Special Use District]

Ordinance amending the General Plan of the City and County of San Francisco by 1) amending Map 1 of the Downtown Plan to reclassify Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 as C-3-S; 2) amending Map 5 of the Downtown Plan to reclassify the height and bulk limits in accordance with the Fifth and Mission Special Use District and Sectional Map HT001; 3) amending Figures 2, 3, and 4 of the Downtown Plan to refer to the Fifth and Mission Special Use District, Section 249.74 of the Planning Code; 4) amending Maps 4 and 5 of the Urban Design Element to refer to the Fifth and Mission Special Use District; amending Maps 2, 3, 5, and 7 of the South of Market Area Plan to remove Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 from the boundaries of the South of Market Area Plan; and adopting findings, including environmental findings, Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

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

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

Section Findings. The Board of Supervisors of the City and County of San Francisco hereby finds and determines that:

(a) Pursuant to San Francisco Charter Section 4.105 and Planning Code Section 340, any amendments to the General Plan shall first be considered by the Planning Commission

and thereafter recommended for approval or rejection by the Board of Supervisors. On _____, by Resolution No. _____, the Commission conducted a duly noticed public hearing on the General Plan Amendments pursuant to Planning Code Section 340, found that the public necessity, convenience and general welfare required the proposed General Plan Amendments, adopted the General Plan Amendments, and recommended them for approval to the Board of Supervisors. A copy of Planning Commission Resolution No. _____ is on file with the Clerk of the Board of Supervisors in File No. _____, and incorporated by reference herein.

(b) The Board finds that this ordinance is, on balance, in conformity with the priority policies of Planning Code Section 101.1 and consistent with the General Plan as it is proposed for amendment herein to accommodate the project described in the Fifth and Mission Development Agreement (Ordinance No. _____) for the reasons set forth in Planning Commission Motion No. _____, and the Board hereby incorporates these findings herein by reference.

(c) California Environmental Quality Act. At its hearing on _____, and prior to recommending the proposed General Plan amendments for approval, the Planning Commission certified a Final Environmental Impact Report (FEIR) for the Fifth and Mission Project (Project) pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Section 15000 et seq.) and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and concurs with its conclusions, affirms the Planning Commission's certification of the FEIR, and finds that the actions contemplated herein are within the scope of the Project described and analyzed in the FEIR. The Board hereby adopts and incorporates by reference as though fully set forth herein the Commission's CEQA approval findings, including a statement of overriding considerations,

adopted by the Planning Commission on _____. This Board also adopts and incorporates by reference as though fully set forth herein the Project's Mitigation Monitoring and Reporting Program (MMRP). Said findings and MMRP are on file with the Clerk of the Board of Supervisors in File No. _____.

Section 2. The Board of Supervisors hereby approves amendments to the General Plan, as follows:

(a) Downtown Plan, Map 1 ("Downtown Land Use and Density Plan") shall be amended to: identify the zoning district designation for Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 as C-3-S (Downtown Support) and incorporate them into the Downtown Plan Area; and add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code for commercial use types and density limits."

(b) Downtown Plan, Map 5 ("Proposed Height and Bulk Districts") shall be amended to reclassify the height and bulk limits of Assessor's Block 3725 in accordance with the height and bulk limitations found in the Fifth and Mission Special Use District and Sectional Map HT001, as set forth in Ordinance No. _____.

(c) Downtown Plan, Figure 2 ("Bulk Limits") shall be amended to add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

(d) Downtown Plan, Figure 3 ("Bulk Control Upper Tower Volume Reduction") shall be amended to add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

(e) Downtown Plan, Figure 4 ("Separation Between Towers") shall be amended to add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

(f) Urban Design Element, Map 4 ("Urban Design Guidelines for Height of Buildings") shall be amended to add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

(g) Urban Design Element, Map 5 ("Urban Design Guidelines for Bulk of Buildings") shall be amended to add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

(h) South of Market Area Plan, Map 2 ("Generalized Land Use Plan") shall be amended to remove Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 from the boundaries of the South of Market Area Plan.

(i) South of Market Area Plan, Map 3 ("Density Plan") shall be amended to remove Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 from the boundaries of the South of Market Area Plan.

(j) South of Market Area Plan, Map 5 ("Height Plan") shall be amended to remove Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 from the boundaries of the South of Market Area Plan.

(k) South of Market Area Plan, Map 7 ("Open Space and Pedestrian Network Map") shall be amended to remove Lots 005, 006, 008, 009, 012, and 098 in Assessor's Block 3725 from the boundaries of the South of Market Area Plan.

Section 3. The Board of Supervisors hereby approves the following amendment to the General Plan Land Use Index:

The Land Use Index shall be updated as necessary to reflect the amendments set forth in Section 2, above.

Section 4. The Board of Supervisors hereby approves the following amendments to the Eastern Neighborhoods Area Plan Maps:

The Eastern Neighborhoods Area Plan Maps shall be amended as relevant to add a reference that states, "The Fifth and Mission Special Use District area was not included in the Eastern Neighborhoods Area Plan, see Ordinance No. 299-08."

Section 5. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

Section 6. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors intends to amend only those words, phrases, paragraphs, subsections, sections, articles, numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal Code that are explicitly shown in this ordinance as additions, deletions, Board amendment additions, and Board amendment deletions in accordance with the "Note" that appears under the official title of the ordinance.

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

By: _____
MARLENA BYRNE
Deputy City Attorney

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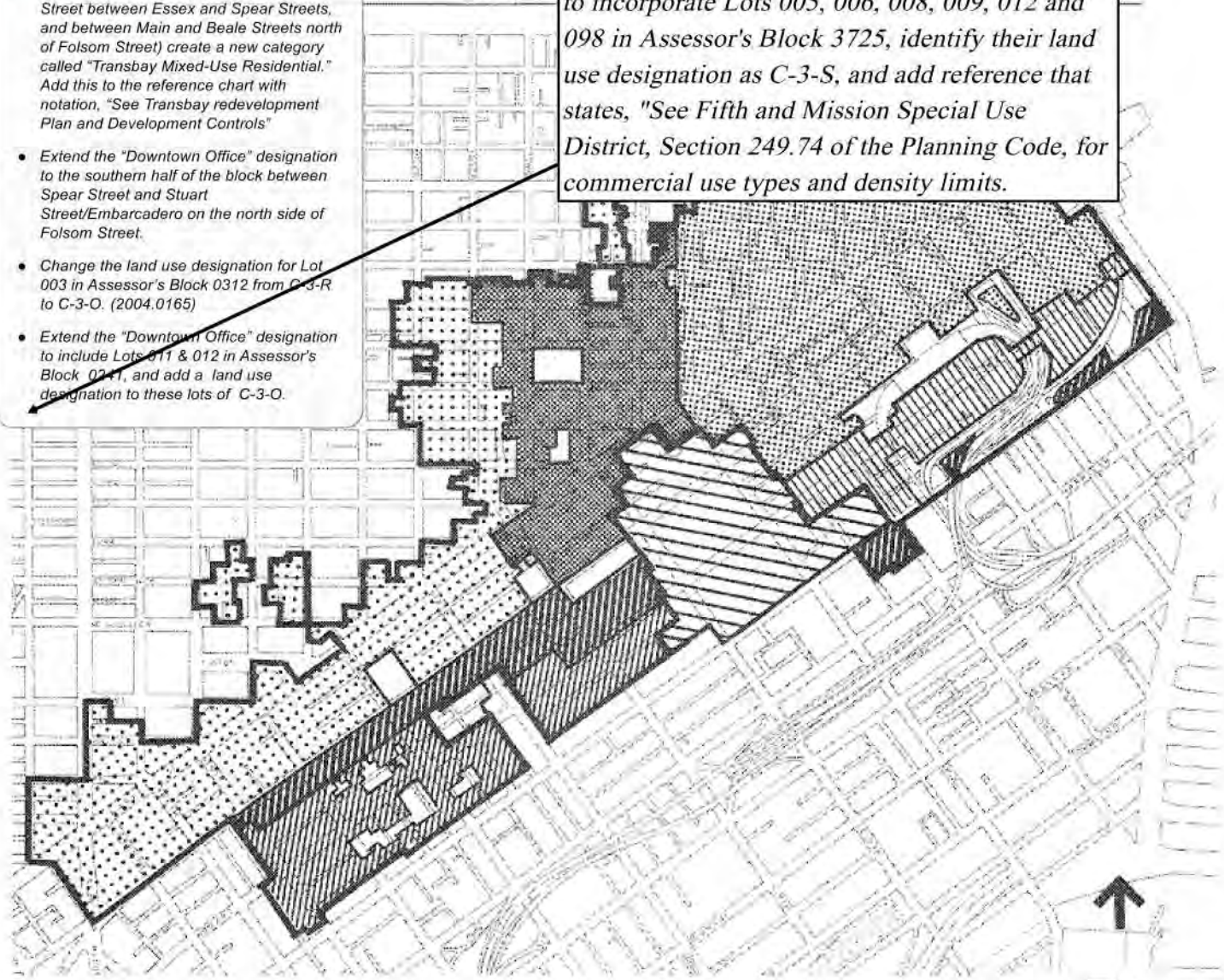
MAP TO BE EDITED

- *For public parcels on former freeway ramps in the Transbay (along Folsom Street between Essex and Spear Streets, and between Main and Beale Streets north of Folsom Street) create a new category called "Transbay Mixed-Use Residential." Add this to the reference chart with notation, "See Transbay redevelopment Plan and Development Controls"*
- *Extend the "Downtown Office" designation to the southern half of the block between Spear Street and Stuart Street/Embarcadero on the north side of Folsom Street.*
- *Change the land use designation for Lot 003 in Assessor's Block 0312 from C-3-R to C-3-O. (2004.0165)*
- *Extend the "Downtown Office" designation to include Lots 011 & 012 in Assessor's Block 0241, and add a land use designation to these lots of C-3-O.*

***Amend the boundaries of the Downtown Plan to incorporate Lots 005, 006, 008, 009, 012 and 098 in Assessor's Block 3725, identify their land use designation as C-3-S, and add reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for commercial use types and density limits.*



0 400FT

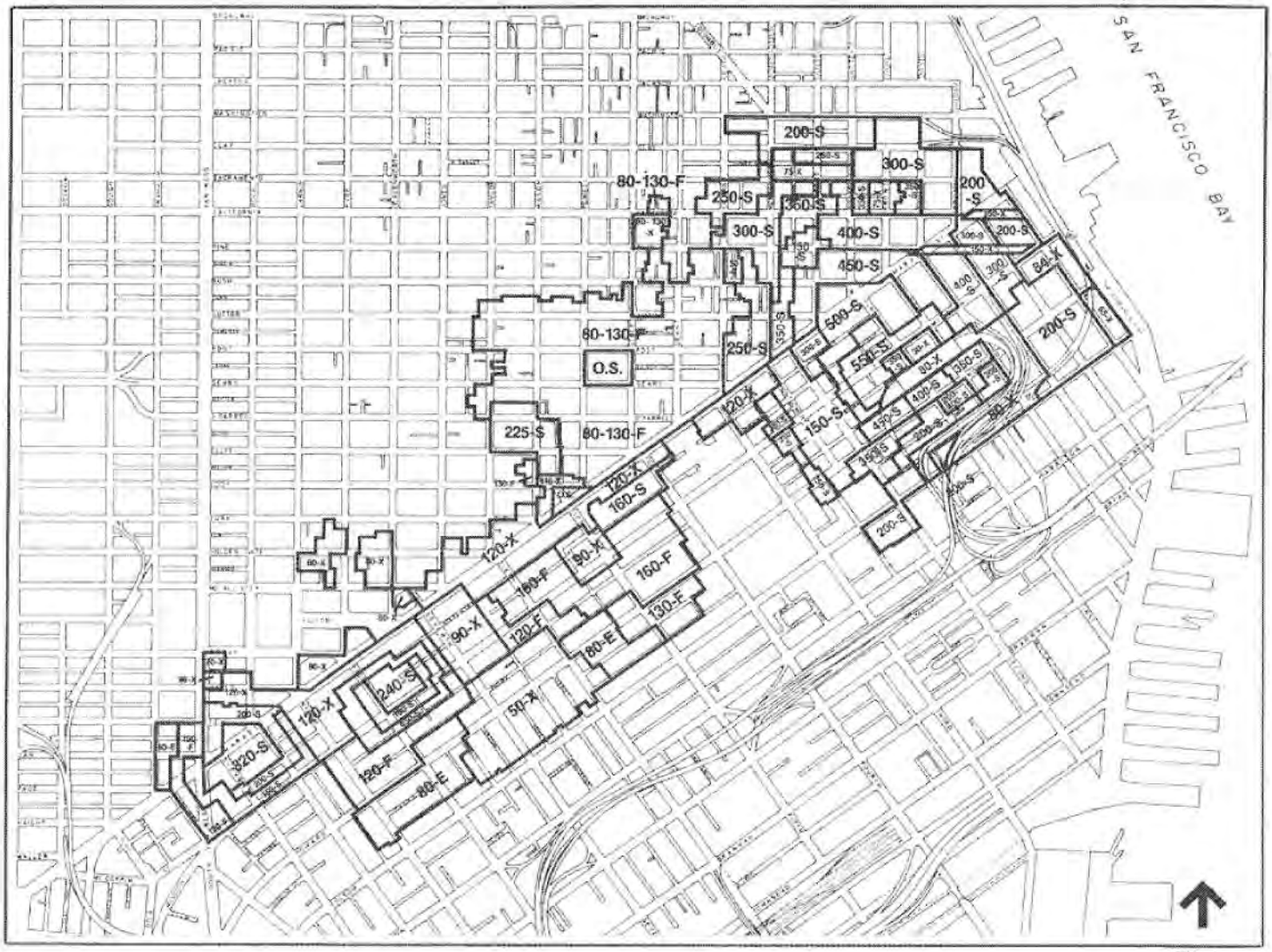
DOWNTOWN LAND USE AND DENSITY PLAN

Map 1

Predominant Commercial Use Type	Building Commercial Intensity Density*	Height	Appropriate Zoning District
Downtown Office	FAR 9:1		C-3-O
Downtown Office	6:1		C-3-O (SD)
Downtown Retail	6:1		C-3-R
Downtown General Commercial	6:1		C-3-G
Downtown Service	5:1		C-3-S
Downtown Service, Industrial Housing Conservation	2:1 office, 5:1 other		C-3-S (SU)
Mixed Use	See Yerba Buena Center Redevelopment Plan		

*Unused FAR may be transferred from preservation sites to development sites up to a maximum FAR of 18:1 in the C-3-O and C-3-O (SD) districts and up to one and one half times the basic FAR in the C-3-R, C-3-G and C-3-S districts. See Preservation of the Past Chapter.

NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder, and will be replaced by final maps illustrating these amendments in graphic form.



PROPOSED HEIGHT AND BULK DISTRICTS

Map 5

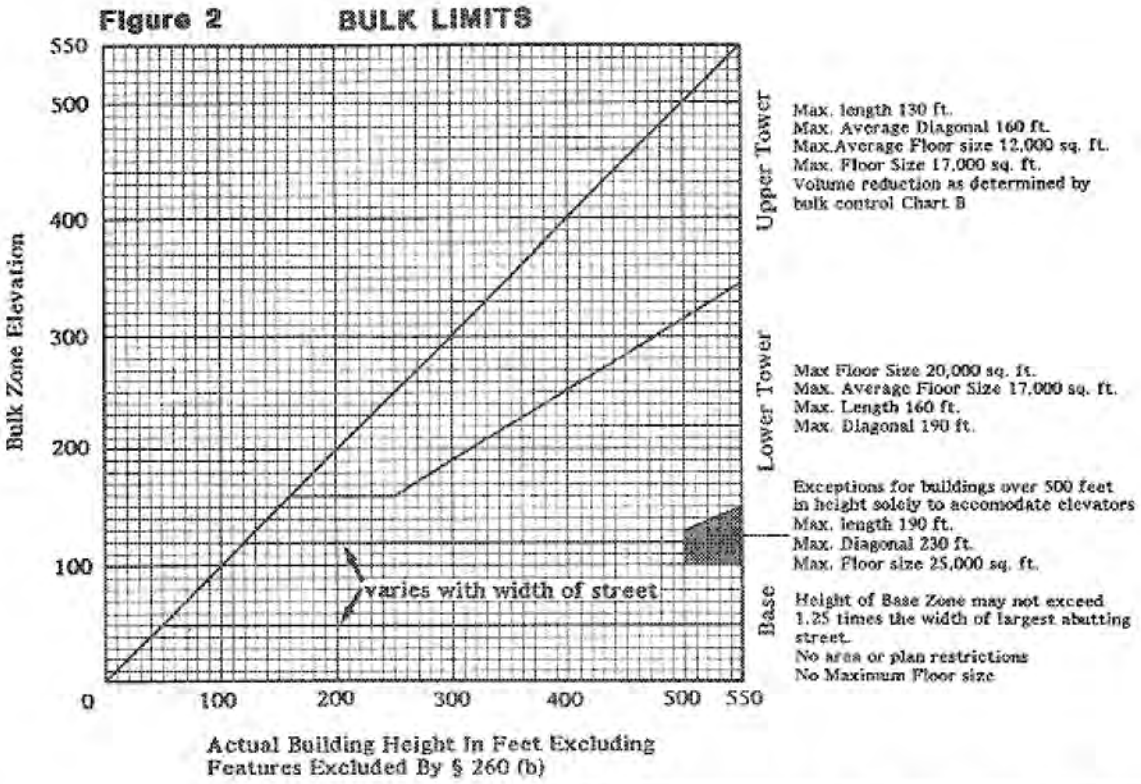
MAP TO BE EDITED

- *Remove 80-X label from freeway lands in Transbay and replace with notation that says "See Transbay Redevelopment Plan Development Controls"*
- *Reclassify height and bulk limits of Lot 063 in Assessor's Block 3701 from 120-X to 200-S.*
- *Reclassify height and bulk limits of Lot 006 in Assessor's Block 031, currently zoned C-3-O at the corner of Market Street Kearny Street and Geary Avenue (690 Market St) to 285-S.*
- *Reclassify height and bulk limits of Lots 039, 051, 052 and 053 in Assessor's Block 3702, as well as a portion of the former Jesse Street, from 120-X, 150-S and 240-S to 160-X, 180-X and 240-S. (2006.1343)*
- *Reclassify height and bulk limits of Lot 047 in Assessor's Block 3735 from 150-S to 250-S. (2004.0852)*
- *Reclassify height and bulk limits of Lot 003 in Assessor's Block 0312 from 80-130-F to 150-X. (2004.0165)*
- *Reclassify height and bulk limits of Lot 066 in Assessor's Block 3724 from 160-F to 320-S. (2000.790)*
- *Reclassify height and bulk limits of the west corner of Lot 063 in Assessor's Block 3735 from 150-S to 350-S, consistent with the rest of the Lot.*

***Reclassify height and bulk limits of Assessor's Block 3725 in accordance with height and bulk limitations found in the Fifth and Mission Special Use District and Sectional Map HT001, as set forth in Ordinance No. _____.*

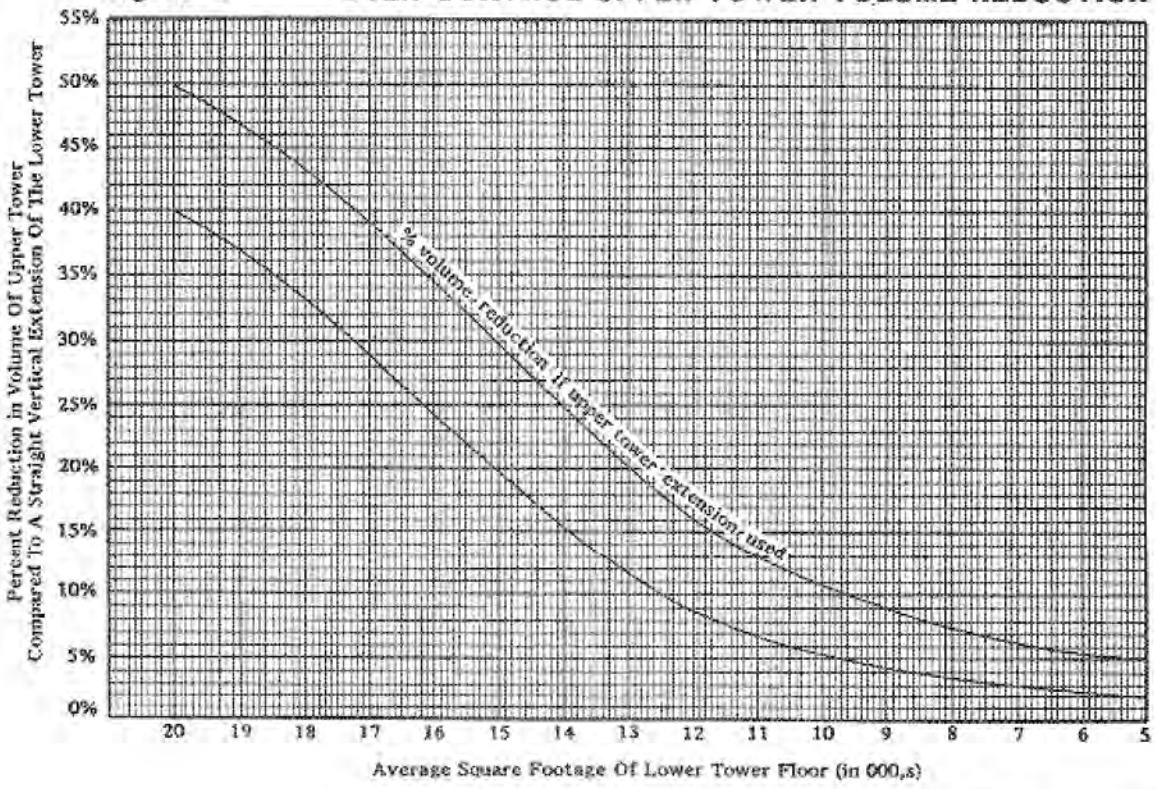
NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder; and will be replaced by final maps illustrating these amendments in graphic form.

Downtown Plan Figures



**Add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

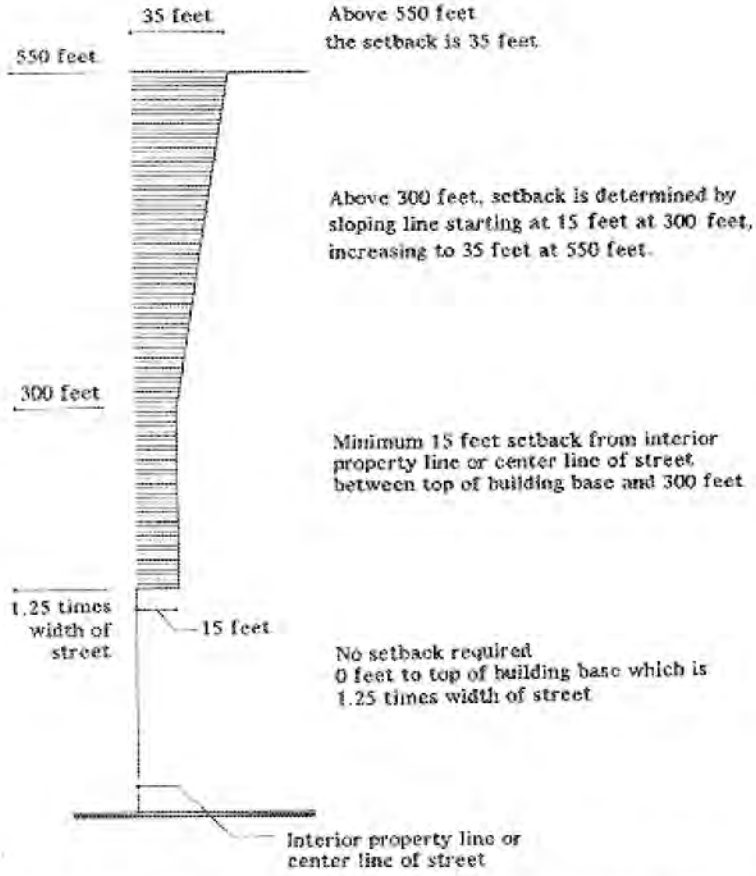
Figure 3 BULK CONTROL UPPER TOWER VOLUME REDUCTION



**Add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."

Figure 4

SEPARATION BETWEEN TOWERS



**Add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."



URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS

Map 4

- 0–40 ft
- 41–88 ft
- 89–160 ft
- 161–240 ft
- 241–400 ft
- LOWER END OF RANGE
- MIDDLE OR LOWER END OF RANGE
- OPEN SPACE
  Any Development Subject To Review
- MAXIMUM HEIGHT
  Elevation Of Freeway
- POINT TOWERS IN VICINITY
- 1. See Chinatown Area Plan
- 2. See Downtown Plan
- 3. See Rincon Hill Plan

0 ONE MILE

MAP APPROVED BY THE BOARD OF SUPERVISORS

The notation below in italics represents a recent amendment to the General Plan that has been approved by the Board of Supervisors after this map was originally adopted. The change will be added to the map during the next map update.

→ *Delete the shaded areas within the Mission Bay area and add a boundary around the Mission Bay area with a line that leads to a reference that states "See Mission Bay North and Mission Bay South Redevelopment Plans." For Assessor's Blocks 3796 (Lots 1 and 2), 3797(Lot 1), and a portion of 3880, place an asterisk on the parcels with a reference on the bottom of the page that states "See the Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add a boundary area around the Hunters Point Shipyard area with a line that leads to a reference that states "See Hunters Point Redevelopment Plan and Hunters Point Shipyard Area Plan"*

→ *Add a boundary area around Candlestick Point with a line that leads to a reference that states "See Candlestick Point SubArea Plan and Bayview Hunters Point Redevelopment Plan"*

→ *Add: "See Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add reference under #2 to Transbay:" See Downtown Plan and Transbay Redevelopment Development Controls and Design for Development Plan"*

→ *Add a boundary area around the Balboa Park Station plan area with a line that leads to a reference that states "See the Balboa Park Station Area Plan"*

→ *Add a boundary area around the Visitacion Valley Schlage Lock area with a line that leads to a reference that states "See Redevelopment Plan for the Visitacion Valley Schlage Lock Project"*

→ *Add a boundary area around Executive Park with a line that leads to a reference that states "See Executive Park SubArea Plan"*

***Add a reference that states, "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."*



URBAN DESIGN GUIDELINES FOR BULK OF BUILDINGS

Map 5

Guidelines Apply Above Height Of	Guidelines For Maximum Plan Dimension	Guideline For Maximum Diagonal Plan Dimension
40 ft	110 ft	125 ft
80 ft	110 ft	125 ft
40 ft *	110 ft *	140 ft *
40 ft	250 ft	300 ft
60 ft	250 ft	300 ft
150 ft	250 ft	300 ft

0 ONE MILE

Bulk Regulated By Height Controls

OPEN SPACE: Any Development Subject To Review

1. **See Chinatown Area Plan**
2. **See Downtown Plan**
3. **See Rincon Hill Plan**

* **Also Applies To Point Towers Where Designated In Urban Design Guidelines For Height Of Buildings.**

MAP APPROVED BY THE BOARD OF SUPERVISORS

The notation below in italics represents a recent amendment to the General Plan that has been approved by the Board of Supervisors after this map was originally adopted. The change will be added to the map during the next map update.

→ *Delete the shaded areas within the Mission Bay area and add a boundary around the Mission Bay area with a line that leads to a reference that states "See Mission Bay North and Mission Bay South Redevelopment Plans." For Assessor's Blocks 3796 (Lots 1 and 2), 3797(Lot 1), and a portion of 3880, place a "t" (cross shape) on the parcels with a similar "t" on the bottom of the page that states "See the Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add a boundary area around the Hunters Point Shipyard area with a line that leads to a reference that states "See Hunters Point Redevelopment Plan and Hunters Point Shipyard Area Plan"*

→ *Add reference under #2 to Transbay: See Downtown Plan and Transbay Redevelopment Development Controls and Design for Development Plan*

→ *Delete shadings, add + at AB3796 (lots 1&2), 3797 (lot 7) and part of 3880; and add; "See Mission Bay North and South Redevelopment Plans"*

→ *Add a boundary area around Candlestick Point with a line that leads to a reference that states "See Candlestick Point SubArea Plan and Bayview Hunters Point Redevelopment Plan"*

→ *Add + under "*Also Applies..." and add, "See Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add a boundary area around the Balboa Park Station plan area with a line that leads to a reference that states "See the Balboa Park Station Area Plan"*

→ *Add a boundary area around the Visitacion Valley Schlage Lock area with a line that leads to a reference that states "See Redevelopment Plan for the Visitacion Valley Schlage Lock Project"*

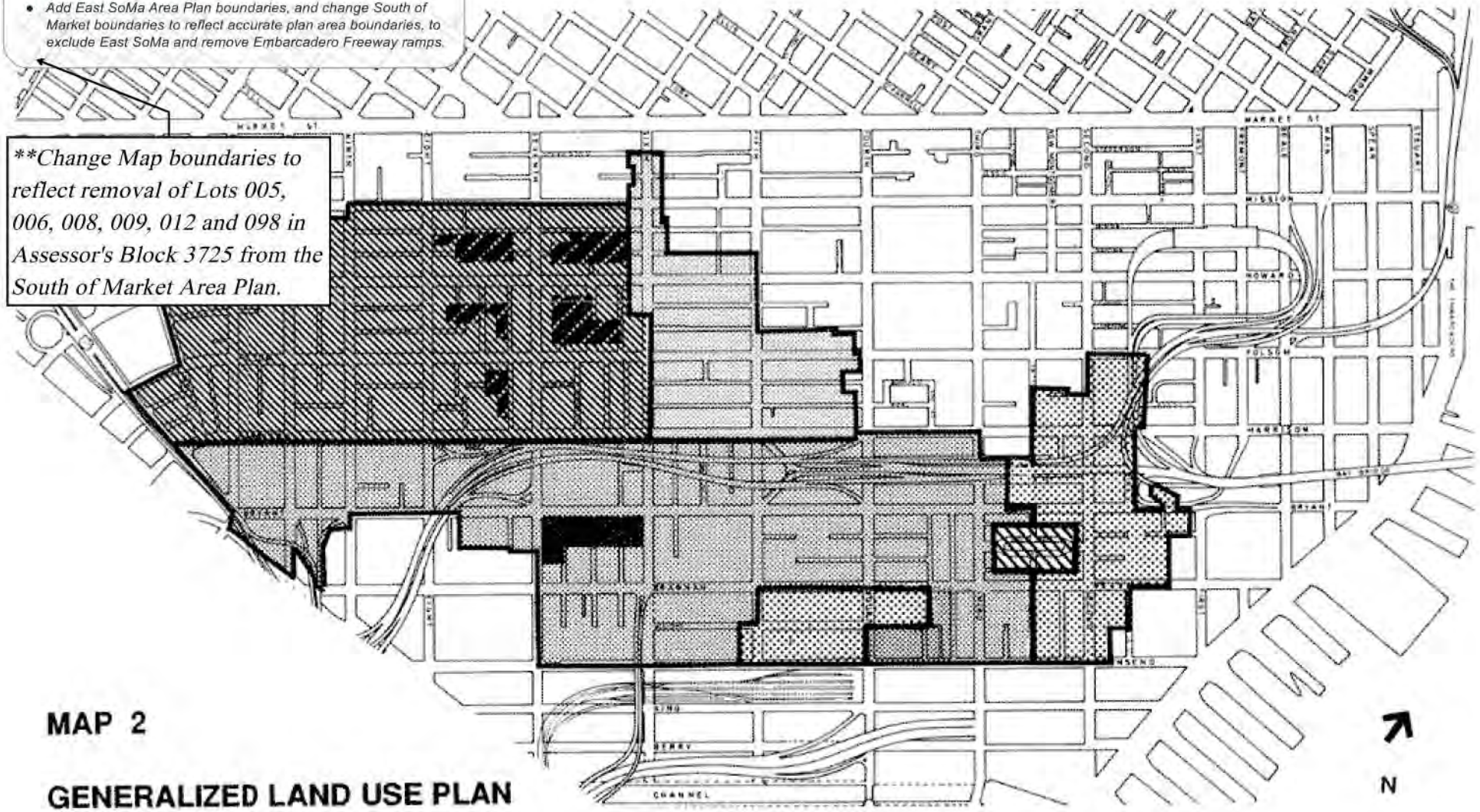
→ *Add a boundary area around Executive Park with a line that leads to a reference that states "See Executive Park SubArea Plan"*

***Add a reference that states "See Fifth and Mission Special Use District, Section 249.74 of the Planning Code, for buildings therein."*

MAP TO BE EDITED

- *Add East SoMa Area Plan boundaries, and change South of Market boundaries to reflect accurate plan area boundaries, to exclude East SoMa and remove Embarcadero Freeway ramps.*

***Change Map boundaries to reflect removal of Lots 005, 006, 008, 009, 012 and 098 in Assessor's Block 3725 from the South of Market Area Plan.*



MAP 2

GENERALIZED LAND USE PLAN
Schematic Boundaries Only

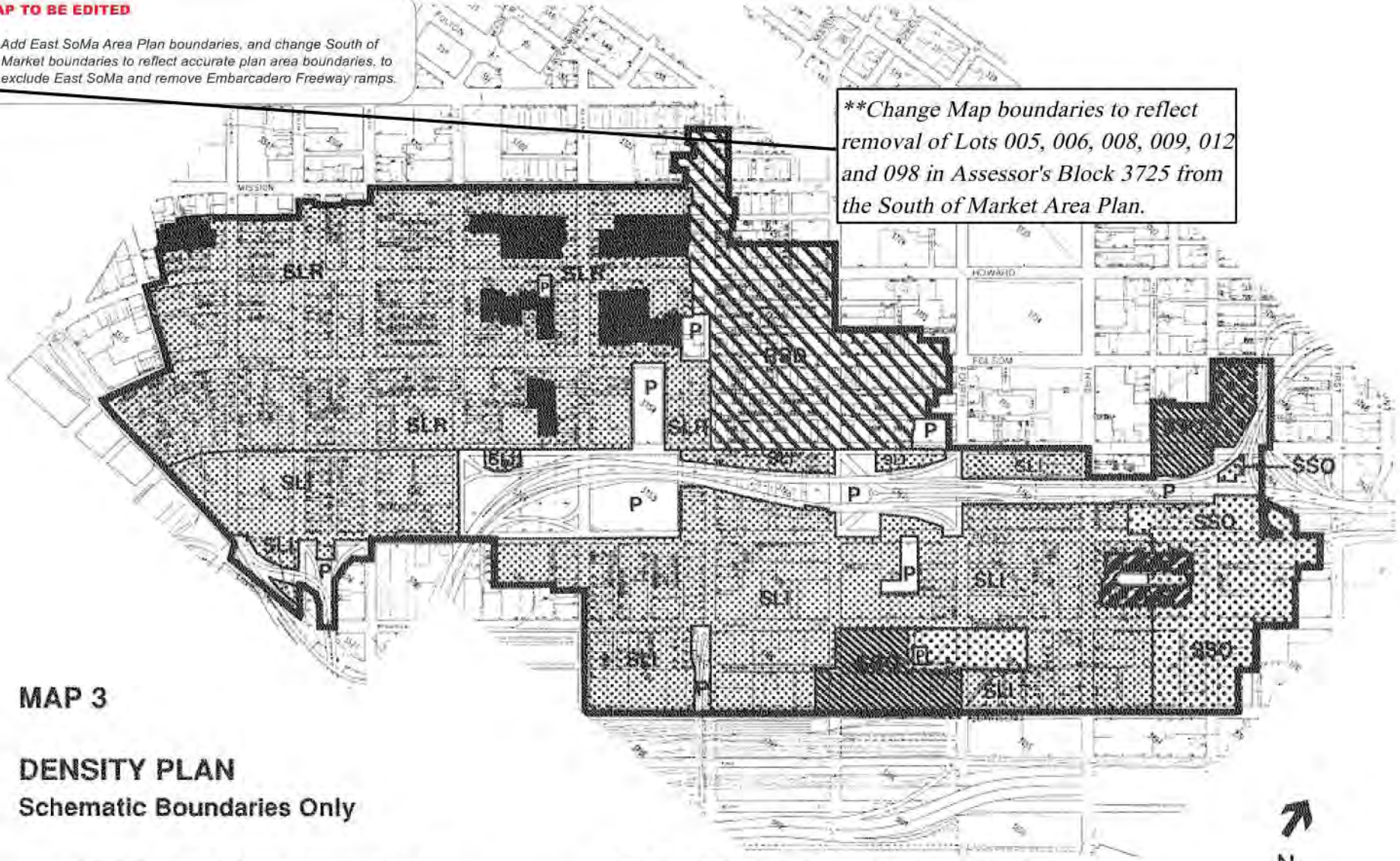
- Residential
- Residential / Retail / Business Service / Light Industrial
- Residential / Retail / Business Service / Light Industrial
- Hall of Justice Legal Service Office District
- Residential / Retail / Business Service / Light Industrial / Office
- Retail / Business Service / Industrial
  Low Income Housing a Conditional Use
- Office / Retail / Business Service / Light Industrial
  Housing and Entertainment a Conditional Use

NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder; and will be replaced by final maps illustrating these amendments in graphic form.

MAP TO BE EDITED

- *Add East SoMa Area Plan boundaries, and change South of Market boundaries to reflect accurate plan area boundaries, to exclude East SoMa and remove Embarcadero Freeway ramps.*

***Change Map boundaries to reflect removal of Lots 005, 006, 008, 009, 012 and 098 in Assessor's Block 3725 from the South of Market Area Plan.*



MAP 3

DENSITY PLAN

Schematic Boundaries Only

Medium Density Residential (1:400)*
Low Density Commercial / Industrial (1FAR)**

Moderate Density Residential (1:600)
Low Density Commercial / Industrial (1:8FAR)

High Density Residential (1:200)
Moderate Density Commercial / Industrial (2.5FAR)

* Number of dwelling units allowed per square foot increment of lot area.

** Multiplied ratio of building area to lot area.

High Density Residential (1:200 or Building Envelope Limit)
Low Density Commercial / Industrial (1:8FAR)

High Density Residential (1:200)
Medium Density Commercial / Industrial (3FAR)

High Density Residential (1:200)
Medium Density Commercial / Industrial (4FAR)

High Density Residential (1:200)
Medium High Density Commercial / Industrial 4.5 (FAR)

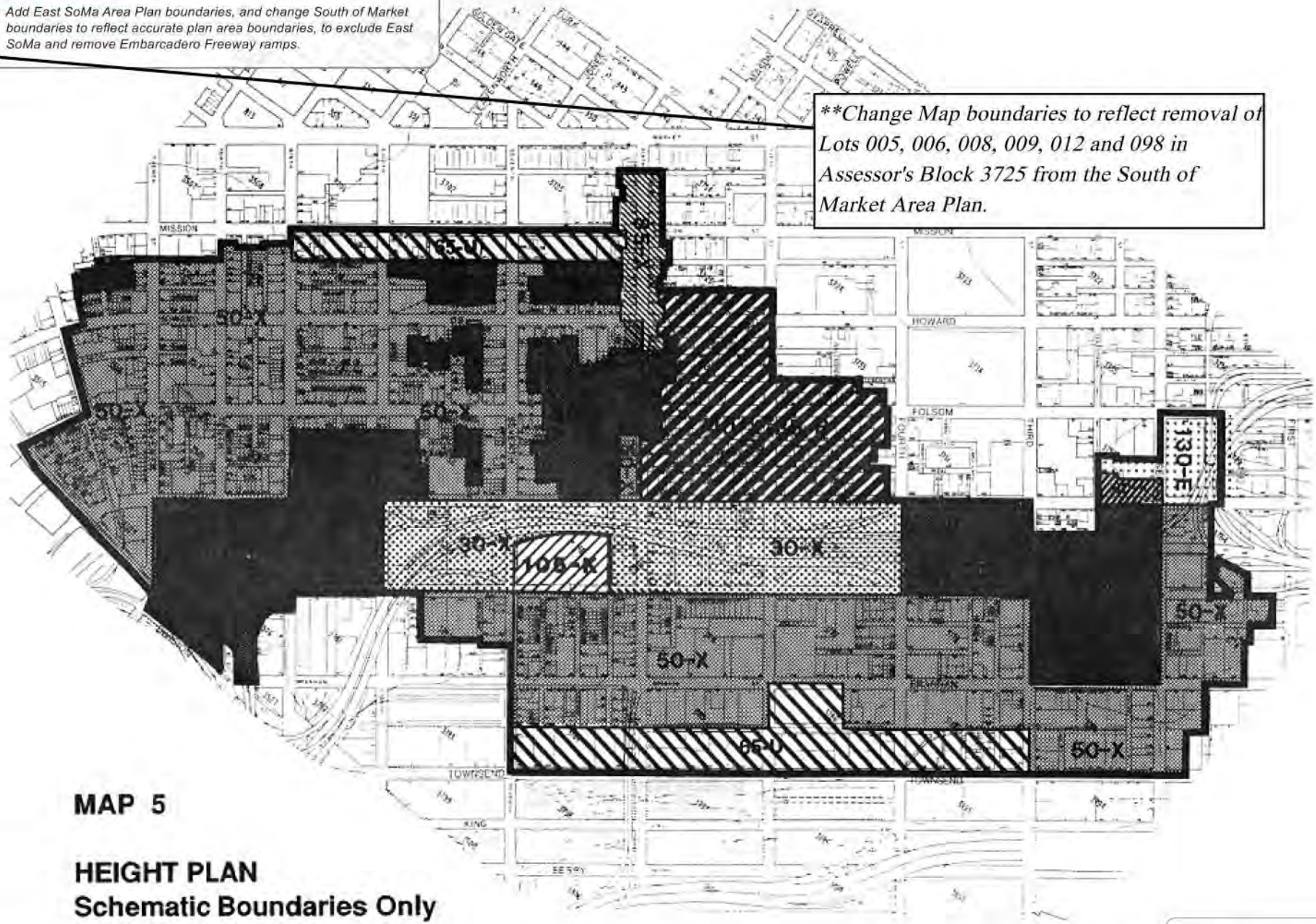
N

NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder; and will be replaced by final maps illustrating these amendments in graphic form.

MAP TO BE EDITED

- *Add East SoMa Area Plan boundaries, and change South of Market boundaries to reflect accurate plan area boundaries, to exclude East SoMa and remove Embarcadero Freeway ramps.*

***Change Map boundaries to reflect removal of Lots 005, 006, 008, 009, 012 and 098 in Assessor's Block 3725 from the South of Market Area Plan.*



MAP 5

HEIGHT PLAN
Schematic Boundaries Only

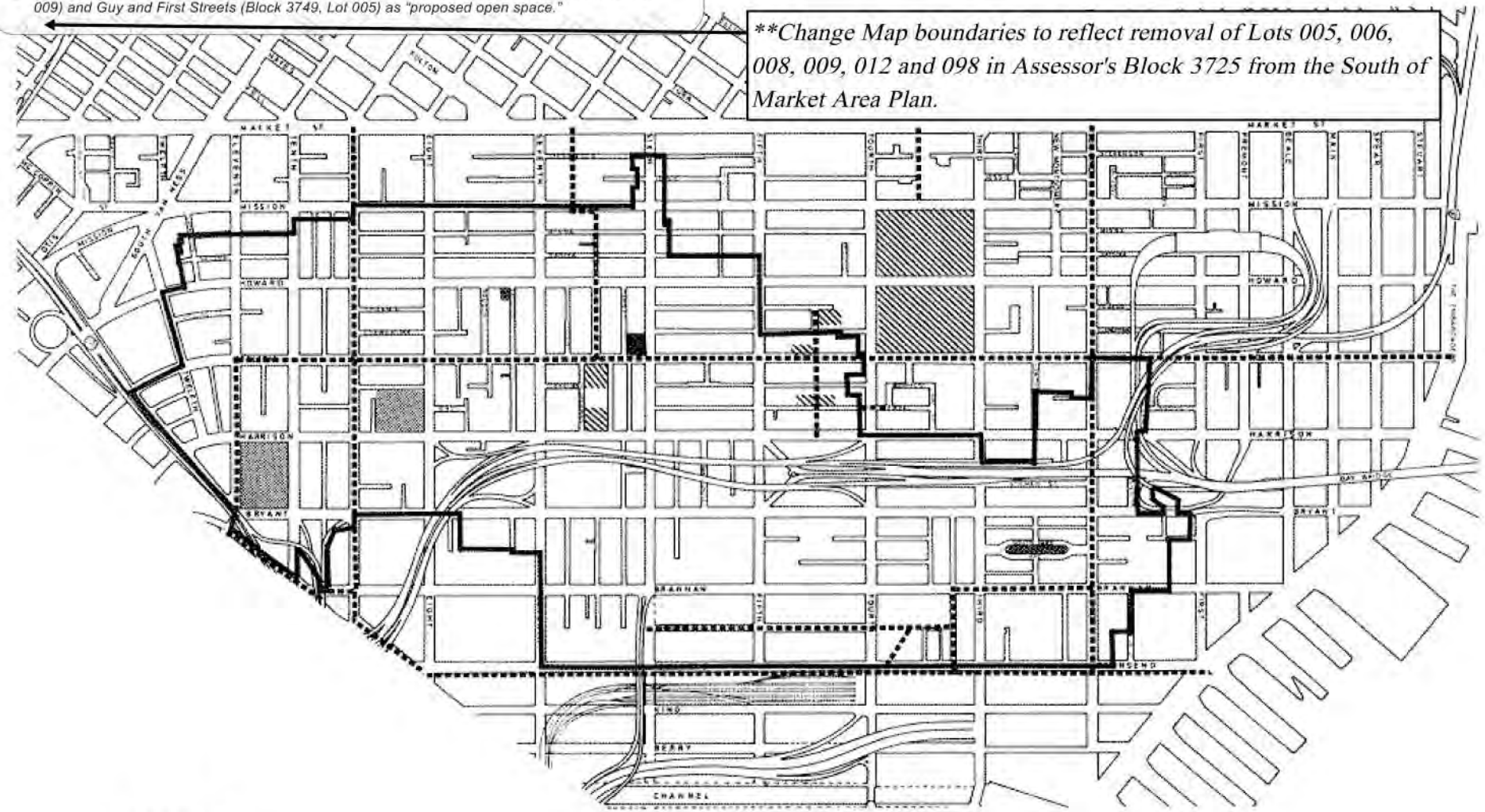
30 FT | 40 FT | 50 FT | 65 FT | 80 FT | 40/85 FT | 85 FT | 105 FT | 130 FT

NOTE:
The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder; and will be replaced by final maps illustrating these amendments in graphic form.

MAP TO BE EDITED

- *Add East SoMa Area Plan boundaries, and change South of Market boundaries to reflect accurate plan area boundaries, to exclude East SoMa and remove Embarcadero Freeway ramps.*
- *Amend to include the proposed open spaces at Harrison and Fremont Streets (Block 3766, Lot 009) and Guy and First Streets (Block 3749, Lot 005) as "proposed open space."*

***Change Map boundaries to reflect removal of Lots 005, 006, 008, 009, 012 and 098 in Assessor's Block 3725 from the South of Market Area Plan.*



MAP 7

OPEN SPACE AND PEDESTRIAN NETWORK

- Existing Open Space
- Proposed Open Space
- Proposed Large Park Opportunity Site
- Proposed Pedestrian Network

NOTE:
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SAN FRANCISCO
PLANNING DEPARTMENT

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415.558.6409

Planning
Information:
415.558.6377

Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Per Development Agreement

Planning Commission Draft Resolution
Zoning Map Amendment
Planning Code Text Amendment

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS 1) AMEND ZONING MAP SHEET HT01 TO RECLASSIFY THE PROPERTY AT 925 HOWARD STREET, BLOCK 3725, LOTS 005, 006, 008, 009, 012, 042-47, 076, 077, 089-091, 093, 097, 098 FROM 40-X/85-B, 90-X, and 160-F TO 90-X, 200-S, 365-X AND 450-S, AS MORE SPECIFICALLY DEPICTED IN FIGURE 5.2.1a ATTACHED HERETO AS PART OF EXHIBIT A; 2) AMEND PLANNING CODE TEXT TO ADD SECTION 249.74 TO ESTABLISH THE FIFTH AND MISSION SPECIAL USE DISTRICT; 3) AMEND ZONING MAP SHEET ZN01 TO RECLASSIFY THE PROPERTY AT BLOCK 3725, LOTS 005, 006, 008, 009, 012, AND 098 FROM RSD TO C-3-S; 4) AMEND ZONING MAP SHEET SU01 TO REFLECT CREATION OF THE FIFTH AND MISSION SPECIAL USE DISTRICT INCORPORATING BLOCK 3725, LOTS 005, 006, 008, 009, 012, 042-47, 076, 077, 089-091, 093, 094, 097-100 AND RESCIND THE SOMA YOUTH AND FAMILY SPECIAL USE DISTRICT DESIGNATION AS TO BLOCK 3725, LOTS 005, 006, 008, 009, 012, AND 098, AND ADOPTING FINDINGS, INCLUDING FINDINGS UNDER PLANNING CODE SECTION 302, FINDINGS

UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

RECITALS

1. **WHEREAS,** On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("Project"), including amendments to the General Plan, Planning Code and Zoning Maps.

2. **WHEREAS,** The Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

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

4. **WHEREAS,** The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

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

6. **WHEREAS,** The Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, an pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

7. **WHEREAS,** On November 20, 2014, the Planning Commission held an informational hearing regarding the Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

8. **WHEREAS,** In order for the Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

9. **WHEREAS,** On July 21, 2015, Mayor Lee introduced draft Ordinances with respect to the Project 1) approving a Development Agreement for the Project, and 2) amending the Planning Code to add Section 249.74 to create the Fifth and Mission Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the Fifth and Mission Special Use District and height reclassifications associated therewith.

10. **WHEREAS,** On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

11. **WHEREAS,** On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California

12. **WHEREAS,** On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR for the Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No.___.

13. **WHEREAS,** Also on September 17, 2015 at a duly noticed public hearing at a regularly scheduled meeting, by Resolution No. ____, the Commission adopted a Resolution recommending that the Board of Supervisors approve various General Plan amendments required for the Project, and adopted findings in connection therewith.

14. **WHEREAS,** The Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

15. **WHEREAS**, The Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

16. **WHEREAS**, The proposed Ordinance prepared in order to create the Fifth and Mission Special Use District and amend Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the Fifth and Mission Special Use District and height reclassifications associated therewith is attached hereto as Exhibit A..

17. **WHEREAS**, The Office of the City Attorney has approved the proposed Ordinance as to form.

18. **WHEREAS**, Section 4.105 of the San Francisco Charter and Section 302 of the Planning Code require that the Commission consider any proposed amendments to the City's Zoning Maps or Planning Code, and make a recommendation for approval or rejection to the Board of Supervisors before the Board of Supervisors acts on the proposed amendments.

19. **WHEREAS**, Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the Proposed Zoning Map Amendment and Zoning Text Amendment.

20. **WHEREAS**, The Commission has had available to it for its review and consideration studies, case reports, letters, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearings on the Project.

21. **WHEREAS**, The Commission finds that the Project provides substantial assurances and benefits that would accrue to the public and the City, including, but not limited to, contributions to assist the City and surrounding community in meeting affordable housing, work-force development, youth development, transit, pedestrian safety, and public art goals, and promotes a wide variety of City policies and objectives regarding but not limited to urban design, public realm and streetscape features, affordable housing, economic and workforce development, sustainability, historic preservation, transportation demand management, and open space, all as further detailed in the findings in Motion No. ____ (General Plan and priority policies consistency) and Resolution No. ____ (Development Agreement) which are incorporated by reference as though fully set forth herein.

NOW, THEREFORE BE IT RESOLVED THAT, the Commission finds, based upon the entire record, including but not limited to the information set forth above, the submissions by the Applicant, the staff of the Department, and other interested parties, the oral testimony presented to the Commission at the public hearing, all other written materials submitted by all parties, and the evidence set forth above, that the public necessity, convenience and general welfare require that the Planning Code and Zoning Maps be amended as set forth in the attached Ordinance pursuant to Planning Code Section 302; and

BE IT FURTHER RESOLVED THAT, the Planning Commission recommends that the Board of Supervisors approve the proposed Zoning Map Amendments and Planning Code Text Amendments, with the following modifications of the proposed Ordinance:

1. Amend Section 249.74(d)(1)(A) to clarify that retail, office, education or cultural uses are permitted on the ground floor of any existing historic building, or any new building with frontage on Howard Street (the "H-1" building).

2. Delete Lots 005 and 006 within Assessor's Block 3725 from the list of Lots to be removed from the SOMA Youth and Family SUD.

3. Add Lots 094 and 099 within Assessor's Block 3725 to the list of Lots to be amended to new Height and Bulk District.

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015

FILE NO. ORDINANCE NO.

[Planning Code, Zoning Map — Fifth and Mission Special Use District]

Ordinance amending the Planning Code to add Section 249.74 to create the Fifth and Mission Special Use District and amending Sectional Maps ZN001, SU001, and HT001 of the Zoning Map to reflect the Fifth and Mission Special Use District; and making environmental findings, including a statement of overriding consideration, and findings of consistency with the General Plan and the eight priority policies of Planning Code Section 101.1.

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

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

Section 1. Findings. The Board of Supervisors of the City and County of San Francisco hereby finds and determines that:

(a) On _____, the Planning Commission conducted a duly noticed public hearing on the proposed Fifth and Mission Project (Project), including the proposed Planning Code and Zoning Map amendments, and by Resolution No. _____ recommended the proposed amendments for approval. The Planning Commission found that the proposed Planning Code and Zoning Map amendments were, on balance, consistent with the City's General Plan and with Planning Code Section 101.1(b). A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

(b) The Board finds that these Planning Code and Zoning Map amendments are on balance consistent with the General Plan and with the Priority Policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission Resolution No. _____, and the Board hereby incorporates such reasons herein by reference.

(c) Pursuant to Planning Code Section 302, this Board finds that the Planning Code and Zoning Map amendments will serve the public necessity, convenience, and welfare for the reasons set forth in Planning Commission Resolution No. _____, and the Board incorporates such reasons herein by reference.

(d) California Environmental Quality Act. At its hearing on _____, and prior to recommending the proposed Planning Code and Zoning Map amendments for approval, the Planning Commission certified a Final Environmental Impact Report (FEIR) for the Project pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Section 15000 et seq.) and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and concurs with its conclusions, affirms the Planning Commission's certification of the FEIR, and finds that the actions contemplated herein are within the scope of the Project described and analyzed in the FEIR. The Board hereby adopts and incorporates by reference as though fully set forth herein the Commission's CEQA approval findings, including a statement of overriding considerations, adopted by the Planning Commission on _____. This Board also adopts and incorporates by reference as though fully set forth herein the Project's Mitigation Monitoring and Reporting Program (MMRP). Said findings and MMRP are on file with the Clerk of the Board of Supervisors in File No. _____.

Section 2. The Planning Code is hereby amended by adding new Section 249.74, to read as follows:

SEC. 249.74. FIFTH AND MISSION SPECIAL USE DISTRICT.

(a) General. A Special Use District entitled the Fifth and Mission Special Use District ("District"), the boundaries of which are shown on Sectional Map SU001 of the Zoning Maps of the City and County of San Francisco, is hereby established for the purpose set out below.

(b) Purpose. The purpose of the District is to facilitate the reuse of underutilized lands in downtown San Francisco, including the San Francisco Chronicle Building; to unify zoning of the lots included in the District; to encourage mixed-use development of the District as an integrated whole; and to provide benefits to the City such as commercial and residential uses proximate to major transit routes, and streetscape improvements.

(c) Relationship to Design for Development. The Fifth and Mission Design for Development dated _____ adopted by the Planning Commission (Resolution No. _____) and Board of Supervisors as part of this Special Use District (the "Design for Development") sets forth design Standards and Guidelines (as defined therein) for implementing the development controls applicable to the District. A copy of the Fifth and Mission Design for Development is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference, and as may be amended from time to time by the Planning Commission upon application by the property owner.

(d) Development Controls. Applicable provisions of the Planning Code shall control except as otherwise provided in this Section and the Design for Development. In the event of a conflict between other provisions of the Planning Code, the Design for Development, or this District, the provisions of this District shall control.

(1) Additional Permitted Uses.

(A) Active Ground Floor Uses. In addition to ground floor uses permitted within the C-3-S district, any retail, office, education or cultural use is permitted at the ground floor level facing a major street (Fifth, Mission, or Howard Streets) if: (i) the use does not require non-transparent walls of an existing historic building, or of a new building with frontage on the street; (ii) in new buildings, no less than 60 percent of the linear street-facing frontages of each such use are fenestrated with a minimum of 70% transparency; and (iii) for office uses, internal partitions are set back from street frontages by at least 20 feet from street-facing windows. The area of glazing that counts toward the transparency requirement must be unobstructed by solid window coverings, window signs, or other features or characteristics that impede visibility from the public realm into the interior of the ground floor of the building as further depicted in the Design for Development.

(B) At least 25% of the linear frontage of the ground floor of each building shall contain "active commercial uses" as defined by Section 145.4(c), excluding frontage dedicated to parking and loading access, building egress, and mechanical and core systems. The active commercial uses required by this subsection shall be provided within the first 25 feet of building depth, at a minimum. The foregoing shall not apply to building frontage on Natoma or Minna Streets or to building frontage on Lots 076 (the "Dempster Building"), 042 (the "Camelline Building"), 093 (the "Chronicle Building"), and 097 (the "Examiner Building") of Assessor's Block 3725.

(C) Retail, office, education, and cultural uses below the ground floor are permitted.

(2) Density of Dwelling Units. Dwelling unit density is not limited by lot area. Each building containing residential units shall contain an average of four dwelling units on each residential floor.

(3) Building Standards.

(A) Building Height. The applicable height limits shall be as set forth in Height Map HT001 of the Zoning Maps of the City and County of San Francisco, and shall be measured and regulated as provided in Article 2.5, with the following exceptions for parcels zoned 365-X or 450-S:

(i) Vertical extensions permitted by Section 260(b)(1)(G) shall not be subject to percent coverage or dimensional limitations otherwise applicable;

(ii) No more than two buildings with heights greater than 220 feet shall be permitted; and

(iii) Such buildings shall be designed to maintain a minimum 25 foot difference in structure height, inclusive of architectural penthouses or screens.

(B) Building Bulk. The bulk limitations shall be as set forth in Article 2.5, except as provided below and in the Design for Development.

(i) Maximum Building Base Heights. The base height limitations shall be as set forth in the following Figure 1: Base Height Table:

Figure 1: Base Height Table.

Parcel (As Identified in the Design for Development)	*Maximum Base Height (ft)*	*Allowable Deviation*
Existing Chronicle Building Parcel (Block 3725, Lot 093)	*N/A**	*N/A**
M2	*103*	*10%*
N1	*103*	*10%*
Existing Camelline and Examiner Buildings Parcels (Block 3725, Lots 042 and a portion of 097)	*N/A**	*N/A**

Existing Dempster Building Parcel (Block 3725, Lot 076)	*N/A**	*N/A**
H1	*145*	*0%*

**The existing Chronicle, Camelline, and Dempster Buildings shall be retained, and thus the height and bulk limitations for these parcels shall conform to those buildings' height and bulk.*

(ii) 365-X Controls. For any parcel within a 365-X Height and Bulk district, the bulk limitations shall be as set forth in Figure 2, 365-X Bulk Table:

Figure 2. 365-X Bulk Table

Building Element	*Maximum Length (ft)**	*Maximum Diagonal (ft)**	*Maximum Average Floor Area (gsf)**	*Maximum Combined Floor Area (gsf)*	*Minimum Offset (ft)*	*Total Offset (ft)*
Lower Tower (each)	*135*	*190*	*17,000*	*22,000*	*25*	*60*
Upper Tower (each)	*120*	*160*	*12,000*	*22,000*	*25*	*60*

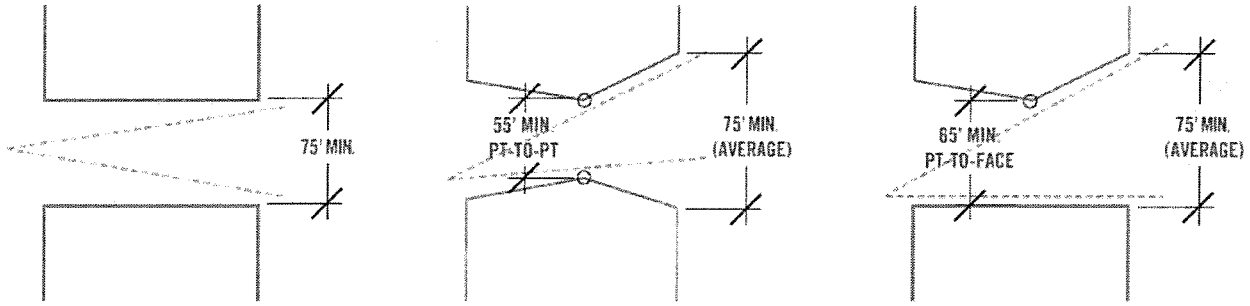
**Note: Maximum Length, Maximum Diagonal, and Maximum Average Floor Area are separately applicable to each apparent tower, and gsf is measured by gross floor area, where applicable. Refer to the Design for Development depiction of Base, Lower, and Upper Towers.*

(C) Building Setbacks.

(i) Tower Separation. In lieu of the provisions of Section 132.1(d), tower separation requirements shall be applicable to buildings greater than 145 feet in height, as follows:

(aa) Minimum Separation. Above 145 feet, the distance between subject buildings shall be no less than an average of 75 feet, measured in ten-foot intervals (in plan) along the two most proximate facades, with no less than 55 feet between the two buildings at a single point, defined as a corner or facet in plan of no more than three feet in length, of a building façade or with no less than 65 feet between a single point in plan and a building face, as illustrated in Figure 3, below.

Figure 3. Minimum Tower Separation Requirements (Plan View).



(bb) Fifth Street Separation. For buildings with frontage on Fifth Street, those portions of said frontage above 145 feet shall be separated by a minimum of 100 feet.

(ii) Rear Yard Setback and Dwelling Unit Exposure. In light of the high-density nature of the District, and provisions herein and in the Design for Development that provide for access to light and air for residential units and to the usable open space within and adjacent to the District, rear yard setback provisions of Section 134 shall not apply. The dwelling unit exposure requirements of Section 140 shall not apply. All dwelling units shall face onto a public right of way at least 20 feet in width or onto an open area within the District (which may include rooftops of adjacent buildings within the District) that is unobstructed at the level of the unit in question for no less than 25 feet in every horizontal dimension. The open area may be situated within the same parcel containing

the dwelling units subject to the requirement or may be located on an abutting parcel within the District, provided that, under either scenario, there are no obstructions (other than those authorized in this subsection (d)(3)(C)(ii)) between the dwelling units and the open area in question.

(D) District FAR. Notwithstanding the limitations on base and maximum permitted floor area ratios or allocations for existing structures on single lots set forth in Article 1.2, the permitted floor area ratio for the entire District shall not exceed 11 to 1.

(E) Building Projections and Canopies. Non-occupiable architectural design or wind baffling features are permissible as set forth in the Design for Development.

(4) Off-Street Automobile Parking and Freight Loading and Service Vehicle Facilities.

(A) Any accessory off-street parking shall be provided in one or more completely below-grade garages located within the District and the total accessory parking spaces therein available for use at any given time shall be limited to the maximum amount cumulatively permitted under Sections 151.1 and subsection (4)(B), below, for uses with certificates of occupancy at that time. The continued use of surface parking lots existing at the time this District is adopted is permitted, and, as long as such existing lots are in use, the spaces in such lots shall not count against the maximum amount cumulatively permitted or be considered non-accessory.

(B) Residential off-street parking is permitted up to one car for every two dwelling units.

(C) Off-street loading and service vehicle spaces shall be provided as set forth in the Design for Development.

(D) Width and Location of Vehicular Openings.

(i) Entrances, curb cuts, and facade openings for off-street parking and loading areas may be no more than 27 feet wide if the driveway includes a five-foot wide bicycle lane and no more than 22 feet wide if it does not, except that one entrance, curb cut, and facade opening of up to 30 feet shall be permitted for an off-street combined automobile parking and freight loading

entrance/exit from Howard Street and one entrance, curb cut, and façade opening of up to 25 feet wide shall be permitted for off-street freight loading egress onto Minna Street.

(ii) For the purposes of Section 155(s)(5), "single development" shall mean an individual building.

(5) Bicycle Parking. The provisions of Sections 155.1 – 155.4 are applicable, except as follows:

(A) Class 1 bicycle parking may be provided on any combination of the ground floor, first below-grade automobile parking floor and in locations and subject to methods of parking and access identified in the Design for Development.

(B) Class 1 bicycle parking for non-residential uses may be consolidated within the District. Class 2 bicycle parking for all uses may be consolidated within the District but shall be provided within 150 feet of each primary building entrance identified in the Design for Development.

(C) Shower facilities and lockers required of any building may be provided anywhere within the District, so long as facilities are provided in the amount required by Section 155.4, and are distributed among at least two buildings within the District. Such facilities shall be available free of charge to commercial tenants and employees of all buildings within the District.

(6) Open Space.

(A) Open space provided in accordance with the Design for Development on any lot within the District may be used to satisfy open space requirements of both residential and non-residential uses within the District.

(B) On a District-wide basis, at least 15 percent of all required open space shall be exclusively for residential use and be located within buildings containing residential uses or at ground-level immediately adjacent to and directly accessible from buildings containing residential uses. All buildings and lots within the District are considered to be part of a mixed nonresidential/residential project for the purposes of Section 138(g) of the Code.

(C) Access to open space not exclusively for residential use may be restricted for up to 12 days per year for up to six hours per event. Additionally, open space not exclusively for residential use located above the ground floor may be similarly restricted for up to an additional 12 days per year for up to six hours per event for events that start after 6:00 p.m. Public access to open space that is above the ground floor may be limited to reasonable business hours.

(7) Streetscape Improvements. The streetscape and street tree planting requirements of Section 138.1(c) shall not apply. Streetscape improvements and street tree plantings shall occur in accordance with the Design for Development.

(8) Ground Level Pedestrian Wind Limitations. Compliance with Section 148 as to wind hazards and comfort shall be determined on a District-wide basis using a District-wide study prepared to assess the combined effects of development within the District and not on an individual building basis. As to pedestrian comfort, the following shall apply in lieu of the criteria in Section 148: Where a District-wide wind study establishes that development at one or more locations in the District may cause ground-level wind speeds to exceed, more than 10 percent of the time year round, between 7:00 a.m. and 6:00 p.m., the comfort levels of 11 m.p.h. equivalent wind speed in areas of substantial pedestrian use or seven m.p.h. equivalent wind speed in public seating areas, wind baffling measures identified in the Design for Development shall be incorporated into new development as appropriate to address such exceedances.

(9) Artworks. For the purposes of Section 429 et seq. of this Code, "on-site" or "on the site" shall mean the entire District.

(10) Internal Wayfinding Signs. In addition to the signs permitted under Section 607, internal wayfinding signs shall be permitted as set forth in this Subsection (10). For the purposes of this Subsection, "Internal Wayfinding Signs" shall mean signs located entirely on private property that are intended exclusively to direct pedestrians on sidewalks and other open spaces within and adjacent to the District to buildings or businesses located within the District. No portion of any Internal

Wayfinding Sign may exceed a height of 10 feet. Internal Wayfinding Signs may not exceed 12 square feet in area and no more than twelve such signs may be permitted within the District.

(11) Transferable Development Rights. No transferable development rights may be certified or sold from any property within the District, and no transferable development rights may be applied to any property within the District.

(e) Project Review and Approval. Development applications within the District shall be reviewed and approved in accordance with the conditional use authorization process of Section 303. The provisions of this Section, Section 303, and the Design for Development shall apply in lieu of Section 309, including any references thereto or determinations thereunder. For purposes of this subsection (e), development applications do not include alterations to the Dempster or Camelline Buildings, or any internal modifications or alterations, provided however that any such alteration or modification shall otherwise comply with applicable requirements of the Planning Code.

(1) Consistency Review. Once a conditional use authorization has been approved by the Commission, all site and/or building permit applications for construction of new buildings or alterations of or additions to existing structures ("Applications") submitted to the Department of Building Inspection shall be forwarded to the Planning Department for consistency review. Specifically, the Department shall review the Application for consistency with this Section, the Design for Development, and the conditional use authorization applicable to the site subject to the Application. The Application shall include any documents and materials necessary to determine such consistency, including site plans, sections, elevations, renderings, landscape plans and exterior material samples to illustrate the overall concept design of the proposed new buildings (or alterations or additions), and any other materials the Department determines are necessary or appropriate given the permit sought. The Application shall also note its consistency with, or effect on, any phasing or other requirements relating to public realm improvements.

(2) Staff Report. Except for projects deemed by the Planning Director to be routine or minor in nature, Planning Department staff shall issue a Staff Report to the Planning Director assessing the Application. The Staff Report shall be delivered to the applicant no less than 10 days prior to Planning Director action on any Application and shall be kept on file for public review.

(3) Director Determination. The Planning Director shall approve or disapprove the Application based on its compliance with this Section, the Design for Development, and any applicable conditional use authorization. Prior to making a decision on the Application, the Planning Director, in his or her sole discretion, may seek comment and guidance from the public and the Planning Commission. The Planning Director may require public notice of any such hearing, or of the determination, including, but not limited to mailed notification, site postings, newspaper publication, or publication on the Planning Department website.

(4) Applications Not in Substantial Conformance Prohibited. In no event may the Planning Director or Commission approve an Application that is not in substantial conformance with this Section and the Design for Development, or that permits any of the following: (a) a reduction of total open space area below that required herein; (b) a reduction in minimum Class I or Class II bicycle parking space requirements; (c) increases in maximum floor plate area; or (d) a reduction of minimum tower separation.

(5) Discretionary Review. No request for discretionary review shall be accepted or heard for projects within the District.

Section 3. The San Francisco Planning Code is hereby amended by amending Sectional Map ZN001 of the Zoning Map of the City and County of San Francisco, as follows:

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Description of Property	Use Districts to be Superseded	Use Districts Hereby Approved
Assessor's Block 3725, Lots 005, 006, 008, 009, 012, and 098, and their successor Blocks and Lots.	RSD	C-3-S

Section 4. The San Francisco Planning Code is hereby amended by amending Sectional Map SU001 of the Zoning Map of the City and County of San Francisco, as follows:

Description of Property	Special Use District Hereby Approved
Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042- 047, 076, 077, 089-091, 093, 094, 097-100, and their successor Blocks and Lots.	Fifth and Mission Special Use District

Description of Property	Special Use District Hereby Rescinded
Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 098, and their successor Blocks and Lots.	SOMA Youth and Family Special Use District

Section 5. The San Francisco Planning Code is hereby amended by amending Sectional Map HT001 of the Zoning Map of the City and County of San Francisco, as follows:

Description of Property	Height and Bulk Districts to be Superseded	Height and Bulk Districts Hereby Approved
Assessor's Block 3725, Lots 005,	40-X/85-B, 90-X,	See Figure 5.2.1a (Maximum

006, 008, 009, 012, 042- 047, 076, 077, 089-091, 093, 097, 098, and their successor Blocks and Lots.	and 160-F	Occupiable Heights) and Table 5.1.2 (Maximum Building Heights), on file with the Clerk of the Board of Supervisors in File No. _____ and incorporated herein by reference, for the configuration of the following new heights: 85-X, 90-X, 200-S, 365-X, and 450-S.

Section 6. The current configuration of Assessor Blocks and Lots will be re-subdivided in the future to give effect to the Project. This Board intends that the land use controls set forth in this Ordinance will apply to any successor Assessor Blocks and Lots for the above-described property.

Section 7. Effective Date and Operative Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, approving the Development Agreement for the Project, and Ordinance _____, approving amendments to the General Plan for the Project, have both become effective. Copies of said Ordinances are on file with the Clerk of the Board of Supervisors in File No. _____.

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

By: 
MARLENA BYRNE
Deputy City Attorney

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SAN FRANCISCO
PLANNING DEPARTMENT

Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Per Development Agreement

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Planning Commission Draft Resolution
Development Agreement

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND 5M PROJECT, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 925 MISSION STREET AND VARIOUS LOTS WEST OF FIFTH STREET BETWEEN MISSION AND HOWARD STREETS (LOTS 005, 006, 008, 009, 012, 042-047, 076, 077, 089-91, 093, 094 AND 097-100, OF ASSESSOR'S BLOCK 3275), ALTOGETHER CONSISTING OF APPROXIMATELY FOUR ACRES, ADOPTING ENVIRONMENTAL FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FINDINGS OF CONSISTENCY WITH THE CITY'S GENERAL PLAN AND WITH THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

RECITALS

1. **WHEREAS**, California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

2. **WHEREAS**, Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth the procedure by which any request for a Development Agreement will be processed and approved in the City and County of San Francisco ("City").

3. **WHEREAS,** On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("Project"), including amendments to the General Plan, Planning Code and Zoning Maps. On August 19, 2015, the Project Sponsor filed an application for a Development Agreement under Chapter 56.

4. **WHEREAS,** The Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

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

6. **WHEREAS,** The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

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

8. **WHEREAS,** The Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, an pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

9. **WHEREAS,** On November 20, 2014, the Planning Commission held an informational hearing regarding the Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements, and on September 3, 2015, the Planning Commission held a fourth informational hearing for the Project.

10. **WHEREAS**, The City Office of Economic and Workforce Development, in consultation with the Planning Department, negotiated a proposed development agreement for the site, as copy of which is on file with the Planning Commission Secretary (the "Development Agreement").

11. **WHEREAS**, On July 21, 2015, Mayor Lee introduced draft Ordinances with respect to the Project, including an Ordinance approving a Development Agreement.

12. **WHEREAS,** On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

13. **WHEREAS,** On October 15, 2014, the Department published a draft Environmental Impact Report (draft EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13,

2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California.

14. **WHEREAS,** On September 17, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a mitigation monitoring and reporting program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the Final EIR for the Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No.___.

15. **WHEREAS,** The Project would on balance affirmatively promote, be consistent with, and would not adversely affect the General Plan, as proposed to be amended, for the reasons set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

16. **WHEREAS**, The Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

17. **WHEREAS,** Also on September 17, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting and took various actions with respect to the Project, including, without limitation, recommendation to the Board of Supervisors regarding approval of General Plan, Zoning Map and Planning Code amendments necessary for the Project, and adopted findings in connection therewith.

18. **WHEREAS**, The Commission finds that the Project provides substantial public benefits including but not limited to the following:

- The Project would provide a distinct mixed-use development with office, retail, residential, cultural, educational, and open space uses focused on providing a shared district for uses such as co-working, media, arts, and small-scale urban manufacturing.

- Consistent with the vision, objectives and goals of the Downtown Area Plan, the Project would involve the development of a mixed use development containing residential, commercial, and flexible retail/office/cultural/educational space.

- The Project would leverage the Project site's central location and close proximity to major regional and local public transit by building a dense mixed-use project that allows people to work and live close to transit.

- The Project would develop buildings in a manner that reflects the project site's location at the intersection of the Downtown core and SoMa through urban design features such as incorporating heights and massing at varying scales; orienting tall buildings toward the Downtown core; maintaining a strong streetwall along exterior streets; and utilizing mid-rise buildings and open space to provide appropriate transitions to larger buildings.

- The Project would create a dense commercial center that includes continuum range of floorplate sizes for a variety of users; substantial new on-site open space; and sufficient density to support and activate the new ground floor uses and open space in the Project.

- The Project would help meet the job-creation goals established in the City's Economic Strategy by generating new employment opportunities across all sectors.

- The Project would construct high-quality housing with sufficient density to contribute to 24-hour activity on the Project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents and assist the City in meeting its affordable housing needs.

- The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that can accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as transparent building frontages and large, direct access points to maximize circulation between and cross-activation of interior and exterior spaces.

- The Project would establish a pedestrian-oriented development governed by a Design for Development that establishes a comprehensive, detailed and site-specific set of standards and guidelines for well-designed streets, alleys, and public spaces.

- The Project would retain the Camelline Building (430 Natoma Street) and retain and rehabilitate and/or renovate the Chronicle Building (901-933 Mission Street), Dempster Printing Building (447-449 Minna Street), all of which are historical resources, as cultural makers on the site.

- The Project would promote sustainability at the site, building, and user level by incorporating Leadership in Energy and Environmental Design ("LEED") or equivalent sustainability strategies.

- The Project will be constructed at no cost to the City, and will provide substantial direct and indirect economic benefits to the City.

19. **WHEREAS,** The Project is anticipated to generate an annual average of approximately 1,200 construction jobs and, upon completion, approximately 3,150 net new permanent jobs and an approximately $12,100,000 annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Such public additional public benefits to the City from the Project include: the creation of affordable housing units anticipated to equal to thirty three percent (33%) of the total market rate housing units for the Project; development and maintenance of community and open space improvements; payment of citywide transit impact development fees for transportation improvements; payment of transportation sustainability fee; retention of the Chronicle, Camelline and Dempster building, donation of Dempster building and use of the art fee for the Dempster building rehabilitation and for arts and cultural programming; workforce development program; youth development program; funds for Old Mint rehabilitation; and contribution to stabilize community arts and cultural organizations, all as further described in the Development Agreement.

20. **WHEREAS,** The Development Agreement will eliminate uncertainty in the City's land use planning for the Project and secure orderly development of the Project.

21. **WHEREAS,** The Development Agreement for the Project reflects the unique character and potential of the site – under a single ownership, at the intersection of several neighborhoods and close to high-quality transit, and further allows the City to secure appropriate and extraordinary public benefits associated with the development of the Project, and tied to the development of each building, and timed to emphasize the completion of the affordable housing program as early as possible. The affordable housing program represents a partnership between the Developer and the City in reaching a 33% affordable level, by making use of the Jobs-Housing Linkage Fee generated by the Project's office space.

22. **WHEREAS**, The Director accepted the Development Agreement application for filing published notice in an official newspaper, and made the application publicly available under the Administrative Code Section 56.4(c), and the Planning Department file on this matter was available for public review as required by Administrative Code Section 56.10(b), and continues to be available for review at the Planning Department at 1650 Mission Street, 4th floor, San Francisco.

23. **WHEREAS**, The Director has scheduled and the Commission has held a public hearing on September 17, 2015, as required by the Administrative Code. The Planning Department gave such notice as required by Planning Code and gave advance notice to local public agencies as required by the Administrative Code.

24. **WHEREAS**, The Commission has had available to it for its review and consideration studies, case reports, letters, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearings on the Project.

NOW, THEREFORE BE IT RESOLVED THAT, the Planning Commission recommends the Board of Supervisors approve the proposed Development Agreement Ordinance and Development Agreement in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, that the Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the Project Site, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission; and be it

FURTHER RESOLVED, that upon the approval of the Board of Supervisors, the Commission authorizes the Planning Director to enter into the Development Agreement and, working with other City staff, to take all actions to implement and enforce the Development Agreement in accordance with its terms.

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:
NOES:

ABSENT:

ADOPTED: September 17, 2015

FILE NO. 150788 ORDINANCE NO.

[Development Agreement - 5M Project, LLC - Fifth and Mission Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and 5M Project, LLC, a Delaware limited liability company, for the Fifth and Mission Project at the approximately 4-acre site located at Fifth Street between Mission and Howard Streets; making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving the use of Impact Fees and Exactions for affordable housing and other community benefits, as set forth in the Development Agreement, and waiving any conflicting provision in Planning Code, Article 4 or Administrative Code, Article 10; authorizing the acquisition of real property at 967 Mission Street for affordable housing; and confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B and 56, and ratifying certain actions taken in connection therewith.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

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

Section 1. Project Findings. The Board of Supervisors makes the following findings:

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

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

(c) 5M Project, LLC, a Delaware limited liability company ("Developer") owns and operates the nearly 4-acre area generally between Mission, Fifth and Howard Streets composed of 8 buildings and 7 surface parking lots on 22 parcels, containing approximately 317,700 gross square feet of existing office and commercial uses and approximately 219 parking spaces, including the historic Dempster Printing Building and Chronicle Building (the "Project Site").

(d) Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. _____. Developer also filed applications with the Department for certain activities described in Exhibit B to the Development Agreement (together with the Development Agreement, the "Project").

(e) The Project is a mixed use development that recognizes the transit-rich location for housing and employment on the Project Site, including office, residential, retail, cultural, educational, open space, parking and related uses. Specifically, the Project includes up to 807,600 gross square feet of office uses (including ground floor uses), up to 821,300 gross square feet of residential uses (including both rental and ownership units), approximately 68,700 gross square feet of other active ground floor uses, and collectively up to 1,697,600 gross square feet of new construction and renovated existing building space, with approximately 463 associated vehicle parking spaces in three subterranean levels, approximately 429 Class 1 bicycle parking spaces, approximately 66 Class 2 bicycle parking

spaces, and approximately 59,500 square feet of public and private open space, all as more particularly described in the Development Agreement.

(f) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit I to the Development Agreement.

(g) The Project is anticipated to generate an annual average of approximately 1,200 construction jobs and, upon completion, approximately 3,150 net new permanent jobs and an approximately $12,100,000 annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include: the creation of affordable housing units anticipated to equal to thirty three percent (33%) of the total market rate housing units for the Project; a workforce program; community benefits fees; the rehabilitation of the Chronicle and Dempster Printing Buildings; and the retention of the Camelline Building, all as further described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project and secure orderly development of the Project Sites.

Section 2. CEQA Findings.

On _____, by Motion No. _____, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. _____ is on file with the Clerk of the Board of Supervisors in File No. _____. Also on _____, by Motion No. _____, the Planning Commission adopted findings,

including a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). Said Motion is on file with the Clerk of the Board of Supervisors in File No. _____. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP.

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

(a) The Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in Planning Commission Resolution No. _____ and incorporates those reasons herein by reference.

(b) The Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended and when effective, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission Resolution No. _____. The Board hereby adopts the findings set forth in Planning Commission Resolution No. _____ and incorporates those findings herein by reference.

Section 4. Development Agreement.

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

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement and consents thereto, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the

terms of the Development Agreement. Without limiting the foregoing, the Director of the Mayor's Office of Housing and Community Development is authorized to execute and perform all City obligations under the Transfer Agreement attached to the Development Agreement for the potential acquisition of certain real property located at 967 Mission Street, or, in the alternative, to accept funds to be used for affordable housing as set forth in the Transfer Agreement. The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Development Agreement.

Section 5. Board Authorization and Appropriation.

By approving the Development Agreement, including its Exhibits, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by Developer as set forth therein, to maintain separate accounts or subaccounts as contemplated therein, and to appropriate and use the funds for the purposes described therein. The Board expressly approves the use of the Impact Fees and Exactions for affordable housing, art and other community benefits, as set forth in Exhibits D and H to the Development Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and Article 10 of the City Administrative Code that would conflict with the uses of these funds as described in the Development Agreement, including without limitation City Planning Code Sections 411.6, 413.10, 415.5, 429.3, 429.5 and City Administrative Code Section 10.100-29. The Board further authorizes the acquisition of the real property at 967 Mission Street in accordance with the Transfer Agreement.

Section 6. City Administrative Code Conformity.

The Development Agreement shall prevail in the event of any conflict between the Development Agreement and City Administrative Code Chapters 14B and 56, and without limiting the generality of the foregoing clause, for purposes of the Development Agreement only, the provisions of City Administrative Code Chapters 14B and 56 are waived or its provisions deemed satisfied as follows:

(a) The Project comprises nearly four acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore is hereby deemed to satisfy the provisions of Chapter 56, Section 56.3(g).

(b) The provisions of Development Agreement Section 4.4 and the Workforce Agreement attached to the Development Agreement as Exhibit F shall apply in lieu of the provisions of City Administrative Code Chapter 14B, Section 14B.20 and Chapter 56, Section 56.7(c).

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

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

Section 7. Chapter 56 Waiver; Ratification.

(a) In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56, as modified hereby, have been substantially complied with and waives any procedural or other requirements of Chapter 56 if and to the extent that they have not been strictly complied with.

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

Section 8. Effective and Operative Date.

This ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____have become effective. Copies of said Ordinances are on file with the Clerk of the Board of Supervisors in File No. _____.

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

By: _____
Charles Sullivan
Deputy City Attorney
n:\financ\as2015\1400039\01032592.doc

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

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M PROJECT, LLC

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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M, LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ___ day of _____, 2015, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "**City**"), acting by and through its Planning Department, and 5M Project, LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

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

B. The Developer proposes a mixed use development that recognizes the transit-rich location for housing and employment on the Project Site, including office, residential, retail, cultural, educational, open space, parking and related uses. Specifically, the Project includes up

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

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

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

E. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that as a result of the development

of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include an increase in affordable housing that exceeds that otherwise required and is anticipated to equal thirty-three percent (33%) of the total market-rate housing for the Project; a robust workforce commitment, community benefits fees, and the rehabilitation of the Chronicle and Dempster Printing Buildings; and the retention of the Camelline Building; each as further described in this Agreement.

F. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*); "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

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

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

H. On _____, 2015, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the Planning Principles set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

I. On _____, 2015 the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings [and adopted Resolution Nos. _____].

J. On _____, 2015, the Board adopted Ordinance Nos. _____, amending the Planning Code, Zoning Map, and General Plan, and adopted Ordinance No. _____, approving this Agreement (File No. _____) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on _____, 2015.

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

AGREEMENT

1. DEFINITIONS

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

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

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

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

1.4 "**Affiliate" or "Affiliates**" means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Party (or a managing partner or managing member of a Party, as the case may be). For purposes of the foregoing, "**control**" means the ownership of more than fifty percent (50%) of the equity interest in such entity, the right to dictate major decisions of the entity, or the right to appoint fifty percent (50%) or more of the managers or directors of such entity.

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

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

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

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

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

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

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

1.12 "**Building**" or "**Buildings**" means each of the existing, modified and new buildings on the Project Site, as described in the Project Description attached as Exhibit B.

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

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

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

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

1.17 "**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

1.18 "**City Agency**" or "**City Agencies**" means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by

persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, Mayor's Office of Housing and Community Development ("**MOHCD**"), Office of Economic and Workforce Development ("**OEWD**"), SFMTA, DPW, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the exclusive jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Subsequent Approval.

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

1.20 "**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

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

1.22 "**City-Wide**" means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

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

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

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

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

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

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

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

1.30 "**Developer**" has the meaning set forth in the opening paragraph of this Agreement, and shall also include any and all successor Transferees of all or any part of the Project Site during the Term.

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

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

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

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

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

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

1.37 "**Existing Uses**," means all existing lawful uses of the existing Buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under

the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Subsequent Approvals.

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

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

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

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

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

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

1.44 "**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

1.45 "**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

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

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

1.48 "**Material Change**" means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the 5M SUD or the Design for Development or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) decreases the Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project, (vii) changes parking ratios, or (viii) reduces or changes the Impact Fees and Exactions.

1.49 "**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Subsequent Approval.

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

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

1.52 "**Mortgagee**" means a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

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

1.54 Intentionally left blank.

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

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

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

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

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

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

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

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

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

1.64 "**Processing Fees**" means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

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

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

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

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

1.69 Intentionally left blank.

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

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

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

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

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

1.75 "**Subsequent Approval**" means any other land use approvals, entitlements, or permits from the City other than the Approvals, that are consistent with the Approvals and that are necessary or advisable for the implementation of the Project, including without limitation, demolition permits, grading permits, site permits, Building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Subsequent Approval shall also include any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

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

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

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

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

1.79 "**Transfer," "Transferee" and "Transferred Property**" have the meanings set forth in Sections 12.1, and in all events excludes (1) a transfer of membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), (3) the placement of a Mortgage on the Project Site, and (4) a transfer of the Dempster Building and a transfer under the Transfer Agreement in accordance with this Agreement.

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

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

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

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

2. EFFECTIVE DATE; TERM

2.1 Effective Date. This Agreement shall take effect upon the later of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative ("**Effective Date**").

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

terminate this Agreement with respect to a parcel upon completion of the Building within that parcel, and the Community Benefit Programs and other improvements tied to that Building, as set forth in Section 7.1. The term of any conditional use permit, any tentative Subdivision Map and any subsequent subdivision map shall be for the longer of (i) the Term (as it relates to the applicable parcel) or (ii) the term otherwise allowed under the Subdivision Map Act.

3. GENERAL RIGHTS AND OBLIGATIONS

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

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

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

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

in the Memorandum of Understanding (the "**Dempster MOU**") entered into by Developer and CAST, dated July 5, 2015. The Dempster MOU shall not be materially amended with respect to the rights, obligations and conditions to the transfer or use of the Dempster Building, as described in Section 7.8 below, without the prior review and written approval of City, acting by and through its Director of Planning, which approval shall not be unreasonably withheld or delayed.

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

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

applicable Community Benefit. Time is of the essence with respect to the completion of the Community Benefits.

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

(a) the 5M Community Benefit Fee;

(b) the Housing Program benefits as further described in Exhibit E;

(c) the Workforce Agreement benefits including the Workforce Jobs Readiness Training as further described in Exhibit F;

(d) the Transportation Program benefits as further described in Exhibit G;

(e) the transfer of the Dempster Building to CAST, as described in Section 3.2.2 and in Section 7.8;

(f) the Arts Program benefits as described in Section 5.4.2.1 and Exhibit H;

(g) the Youth Development Program benefits, as described in Exhibit C; and

(h) a One Million Dollar ($1,000,000) contribution for capital improvements to and associated technical studies for the San Francisco Old Mint building at the time and as provided in Exhibit D.

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

or property received by the City as part of the Community Benefits shall be used by the City as described in this Agreement. Upon Developer's request, the City shall provide to Developer evidence of the use of the funds by the City consistent with the requirements of this Agreement.

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

(a) All Approvals shall have been Finally Granted;

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

(c) Developer shall have obtained all Subsequent Approvals necessary to Commence Construction of the applicable Building to which the Community Benefit or Project component applies, and same shall have been Finally Granted, except to the extent that such Subsequent Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Subsequent Approvals.

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

4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA. The Parties further acknowledge that (a) the FEIR contains a thorough analysis of the Project and possible alternatives, (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, (i) the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement, and (ii) the City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Subsequent Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.3.1 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified as the responsibility of the "owner" or the "project sponsor".

The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Approvals and any Subsequent Approvals to the extent appropriate and permitted under applicable Law. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the Material Changes or otherwise to address significant environmental impacts as defined by CEQA created by an approval or permit; provided, however, any such conditions must be in accordance with applicable Law.

4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

4.5 City Cost Recovery

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.4 of this Agreement.

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

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

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties OEWD may send an invoice to Developer that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is

not invoiced to Developer within eighteen (18) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

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

4.6 Prevailing Wages. Developer agrees that all persons performing labor in the construction of public improvements as defined in the Administrative Code, or otherwise as required by California law, on the Project Site shall be paid not less than the highest prevailing rate of wages for the labor so performed as provided under Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, and Developer shall include this requirement in any contract entered into by Developer for the construction of any such public improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this section.

4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims

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

this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four years.

5. VESTING AND CITY OBLIGATIONS

5.1 Vested Rights. By the Approvals the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including without limitation with the following vested elements: the locations and numbers of Buildings proposed, the land uses, height and bulk limits, including the maximum density, intensity and gross square footages, the permitted uses, the provisions for open space vehicular access and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Subsequent Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Subsequent Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

5.2 Existing Standards. The City shall process, consider, and review all Subsequent Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the Municipal Code (including the Subdivision Code) and all other applicable City policies, rules and regulations as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted Future

Changes to Existing Standards as set forth in Section 5.3, and (iii) this Agreement (collectively, "**Applicable Laws**").

5.3 Future Changes to Existing Standards. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**Future Changes to Existing Standards**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.6.

5.3.1 Future Changes to Existing Standards shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings or change the location of proposed Buildings or change or reduce other improvements from that permitted under this Agreement for the Project, the Existing Standards, or the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual proposed Buildings or other improvements that are part of the Project from that permitted under this Agreement, the Existing Standards, or the Approvals;

(c) limit, reduce or change the location of vehicular access or parking from that permitted under this Agreement, the Existing Standards, or the Approvals;

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

(e) change or limit the Approvals or Existing Uses;

(f) materially limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project in any manner, including the demolition of existing Buildings at the Project Site;

(g) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except as otherwise provided in Section 5.4.2;

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

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

(j) impose or increase any Impact Fees and Exactions, as they apply to the Project, except as permitted under Section 5.4.2 of this Agreement.

5.3.2 Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement and the Approvals applied to the Project or the Project Site by giving the City notice of its election to have a Future Change to Existing Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard; provided, however, if the application of such Future Change to Existing Standards would be a Material Change to the City's obligations hereunder, the application of such Future Change to Existing Standards shall require the concurrence of any affected City Agencies. Nothing in this Agreement shall preclude the City from applying Future Changes to Existing Standards to the Project Site for any development not within the definition of the

"**Project**" under this Agreement. In addition, nothing in this Agreement shall preclude Developer from pursuing any challenge to the application of any Future Changes to Existing Standards to all or part of the Project Site.

5.3.3 The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Subsequent Approvals before Commencement of Construction. Developer shall be responsible for obtaining all Subsequent Approvals before the start of any construction to the extent required under Applicable Law. Notwithstanding anything in this Agreement to the contrary, when considering any such application for a Subsequent Approval, the City shall apply the applicable provisions, requirements, rules, or regulations that are contained in the California Building Standards Code, as amended by the City, including requirements of the San Francisco Building Code, Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes applicable on a City-Wide basis.

5.3.4 Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, to subdivide, reconfigure or merge the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular part of the Project as shown generally in Exhibit B. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent

the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Approvals.

5.4 Fees and Exactions.

5.4.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.4, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in this Section 5.4 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

5.4.2 Impact Fees and Exactions. During the first ten (10) years of the Term, as extended by the Litigation Extension (if any), no Impact Fees and Exactions shall apply to the Project or components thereof except for (i) the SFPUC Capacity Charges in effect at the time of assessment and (ii) those in effect as of the Effective Date. Starting on the tenth (10th) anniversary of the Effective Date, as extended by the Litigation Extension (if any), all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site under this Agreement. For the purposes of this Section 5.4.2, any sums payable as part of the Community Benefits Fee shall not be considered Impact Fees and Exactions.

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

5.4.3 Processing Fees. Except as provided in Section 5.4.4, for three (3) years following the Effective Date, as extended by the number of days in any extension of the Term under Section 11.5.1, Processing Fees for the Project shall be limited to the Processing Fees in effect, on a City-Wide basis, as of the Effective Date (provided that to the extent Processing Fees are based on time and materials costs, such fees may be calculated based on the schedule for time and materials costs in effect on the date the work is performed by the City). Thereafter, Processing Fees for the Project shall be limited to the Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for the Subsequent Approval for which such Processing Fee is payable in connection with the applicable portion of the Project.

5.4.4 Recognition of Project Review Process/No Conditional Use Fee. In recognition of the extensive Design for Development and 5M SUD process, notwithstanding any other provision of Applicable Law, no Processing Fee has been charged under Planning Code Section 352 in connection with the conditional use portions of the Approvals nor shall a Processing Fee be charged or be due for any Conditional Use application filed in connection with any Subsequent Approval, modification of any Approval, or any implementation action in connection with the Project under Section 249.74(e) of the 5M SUD.

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

5.5 Limitation on City's Future Discretion. In accordance with Section 4.3, the City in granting the Approvals and, as applicable, vesting the Project through this Agreement is limiting its future discretion with respect to the Project and Subsequent Approvals to the extent that they are consistent with the Approvals and this Agreement. For elements included in a request for a Subsequent Approval that have not been reviewed or considered by the applicable City Agency previously (including but not limited to additional details or plans for a proposed building), the City Agency shall exercise its discretion consistent with the provisions of the 5M SUD and the other Approvals and otherwise in accordance with customary practice. In no event shall a City Agency deny issuance of a Subsequent Approval based upon items that are consistent with the Approvals and this Agreement. Consequently, the City shall not use its discretionary authority to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project as contemplated in the Approvals and this Agreement. Nothing in the foregoing shall impact or limit the City's discretion with respect to: (i) proposed Subsequent Approvals that seek a Material Change to the Approvals, or (ii) Board of Supervisor approvals of subdivision maps, as required by Law, not contemplated by the Approvals.

5.6 Changes in Federal or State Laws.

5.6.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Subsequent Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public or (ii) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (iii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception.

5.6.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In

such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.6.4, as applicable.

5.6.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute which would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.6.4 Termination of Agreement. If any of the modifications, amendments or additions described in Section 5.3.3 or this Section 5.6 or any changes in Federal or State Laws described above would materially and adversely affect the construction, development, use, operation or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Sections 5.6.2 or 5.6.3 or any changes in Federal or State Laws described thereunder would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.6.4, the Parties agree to meet and confer in good faith for a period of not less

than ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then (i) Developer shall have the right to terminate this Agreement following a Law Adverse to Developer upon not less than thirty (30) days prior notice to the City, and (ii) the City shall have the right to terminate this Agreement following a Law Adverse to the City upon not less than thirty (30) days prior notice to Developer; provided, notwithstanding any such termination, Developer shall be required to complete the Community Benefits for development commenced in connection with a particular new Building as set forth in Section 4.1.

5.7 No Action to Impede Approvals. Except and only as required under Section 5.6, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.3.1.

5.8 Criteria for Approving Subsequent Approvals. The City shall not disapprove applications for Subsequent Approval based upon any item or element that is consistent with this Agreement and the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Subsequent Approval to any condition that is necessary to bring the Subsequent Approval into compliance with Applicable Laws. The City shall in no event be obligated to approve an application for a Subsequent Approval that would effect a Material

Change. If the City denies any application for a Subsequent Approval that implements a Project as contemplated by the Approvals, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement. The City agrees to rely on the FEIR, to the greatest extent possible, as more particularly described in Section 4.3. With respect to any Subsequent Approval, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with applicable Laws; provided, however, that nothing shall prevent or limit the discretion of the City in connection with any Subsequent Approvals that, as a result of amendments to the Approvals, require new or revised General Plan consistency findings.

5.9 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most

recent annual review performed pursuant to Section 8. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

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

5.11 Costa-Hawkins Rental Housing Act.

5.11.1 Non-Applicability of Costa-Hawkins Act. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract

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

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

5.11.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 5.11 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

5.12 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code §§ 53311 *et seq.*) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

6. NO DEVELOPMENT OBLIGATION

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

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

7. MUTUAL OBLIGATIONS

7.1 Notice of Completion, Revocation or Termination. Upon any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, upon Developer's request, when one or more Buildings have been completed, and all of the Community Benefits tied to those specific Buildings have also been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit L for the applicable property on which the Buildings or other facilities or improvements are located.

7.2 General Cooperation Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Subsequent Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this

Agreement, the Approvals and any Subsequent Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer must reimburse through the payment of permitted Processing Fees. The Parties agree that the Planning Department (or such other department to whom the obligation is delegated by the Director of the Planning Department after notice to Developer) will act as the City's lead agency to facilitate coordinated City review of applications for the Project. As such, Planning Department (or such other department) staff will: (i) work with Developer to ensure that all such applications to the City are technically sufficient and constitute complete applications and (ii) interface with City staff responsible for reviewing any application under this Agreement to facilitate an orderly, efficient approval process that avoids delay and redundancies.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, modifying (including changes from vehicular to pedestrian use) or changing the grades of streets, alleys, sidewalks, and other rights-of-way, and other necessary modifications of the streets, the street layout, and other public or private rights-of-way in or near the Project Site, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) within the public rights-of-way as identified in the Approvals and Subsequent Approvals. Except as set forth in Section 9.4.4, City Agencies shall process with due diligence

all submissions and applications by Developer on all permits, approvals, construction or occupancy permits for the Project subject to the acceptance of the same as complete.

7.3 Non-City Approvals Cooperation to Obtain Permits. The Parties acknowledge that certain portions of the Project may require the approval of Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Agencies**"). The City will reasonably cooperate with reasonable requests by Developer in connection with Developer's efforts to obtain permits, agreements, or entitlements from Non-City Agencies as may be necessary or desirable for the development, operation and use of the Project (each, a "**Non-City Approval**"). The City's commitment to Developer under this Agreement is subject to the following conditions:

(a) Throughout the permit process for any Non-City Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the permits, agreements, or entitlements, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the same.

(b) Developer shall not agree to conditions or restrictions in any Non-City Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees in writing, following the receipt of any necessary governmental approvals, to assume such obligations; or (2) any restrictions on City property, unless in each instance the City, including each affected City Agency, has previously approved in its sole discretion the conditions or restrictions in writing following the receipt of any necessary governmental approvals.

(c) The City shall have no duty to cooperate with public utilities and communication service providers to the extent that the cooperation efforts requested

by Developer are materially in excess of the City's typical efforts in connection with other major development and construction projects in the City.

7.3.1 Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Approval. Developer, at no cost to the City, shall be solely responsible for complying with any Non-City Approval and any and all conditions or restrictions imposed as part of a Non-City Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Approval.

7.4 Cooperation in the Event of Third-Party Challenge. In the event any administrative, legal or equitable action or proceeding is instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Subsequent Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof ("**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

7.4.1 Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office)

and any consultants; provided, however, Developer shall have the right to monthly invoices for all such costs.

7.4.2 To the extent that any such action or proceeding challenges or a judgment is entered limiting Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City and Developer shall jointly seek to have the Third-Party Challenge dismissed and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal.

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

7.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, each City Agency with jurisdiction shall grant permits to enter City-owned property on the City's standard form permit, including, without limitation, provisions regarding release, waivers and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

7.6 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Subsequent Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

Upon Developer's request, the City agrees to use reasonable good faith efforts to assist Developer in applying for and obtaining authorization to utilize for the M-2 Building and, to the extent available, for any on-site BMR units: (i) multi-family tax-exempt or taxable bond financing; (ii) housing tax credits; (iii) grants, subsidies, and residual receipt loans from public entities other than the City; and (iv) any other method of low-cost financing that may be available or become available, as contemplated in the Approvals and as set forth in this Housing Program. All costs incurred by the City in such efforts shall be City Costs.

7.7 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Subsequent Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

7.8 Dempster Building. Subject to Section 4.2(a), Developer shall transfer the Dempster Building in accordance with the provisions of Section 3.2.2, provided, however, if the transfer of the Dempster Building to CAST or another nonprofit is not completed before issuance of a certificate of occupancy for Building N-1 or H-1, whichever occurs first, despite

Developer's good faith efforts to do so; then, the City shall either (1) extend the period for the transfer of the Dempster Building and waive such transfer as a condition of the issuance of a certificate of occupancy for Building N-1 or H-1, as applicable, or (2) accept the transfer of the fee interest in the Dempster Building and assume the transferor's obligations under the Dempster MOU with respect thereto and the condition shall be deemed satisfied. If CAST fails to close escrow when required under the Dempster MOU for any reason other than a Developer default, the City and Developer shall promptly and in good faith meet and confer and select a substitute nonprofit organization to receive the donation of the Dempster Building and the applicable portion of the Public Art Fee to be used for renovation or operation of the Dempster Building. If the City and Developer are not able to reach agreement on a substitute nonprofit arts organization within ninety (90) days, the City shall have the right to designate a substitute nonprofit organization or to accept the donation of the Dempster Building itself upon the same basis and conditions provided in the Dempster MOU. Upon Developer's transfer to CAST or another nonprofit as set forth in this Section 7.8, or upon the City's election not to take title to the Dempster Building (which election must occur within one hundred twenty (120) days after satisfaction of all conditions to transfer and Developer's offer of the Dempster Building to the City as set forth above), Developer and the City shall have no further obligation under this Agreement for the transfer of the Dempster Building and the provisions of Section 4.1.1(e) shall be deemed satisfied.

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement

and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year; provided, however, that such review shall be deferred to the following January if not commenced on or before August 1st. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Upon request by the Planning Director, but not more than sixty (60) nor less than forty-five (45) days before the Annual Review Date, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this Agreement, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within sixty (60) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the

terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds Developer not in compliance with this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under this Section shall be included in the City Costs.

8.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and/or Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, and if appealed, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

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

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

9.1 Enforcement. The only Parties to this Agreement are the City and Developer (and any successors and Transferees). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

9.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement, or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section and may proceed in accordance with the issuance of a notice of default under Section 9.3.

9.3 Default. The following shall constitute a "Default" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be

completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project and there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Project Site.

9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Section 9.4.3, 9.4.4 and 9.4.5, in the event of a Default the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. This Agreement will be considered terminated effective upon the date set forth in the notice of termination, which shall in no event be earlier than sixty (60) days following delivery of the notice.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as

a result of a Default hereunder, and (iii) equitable remedies and remedies at law not including damages but including specific performance and termination are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (3) for any Community Benefit for which specific performance is determined by a court of competent jurisdiction not to be an available remedy (and the attached Exhibit does not include a liquidated damages remedy), except if and to the extent directly or indirectly resulting from action or inaction by or on behalf of City or any City Agencies, the City shall have the right to monetary damages according to proof against Developer equal to the costs that would have been incurred by Developer to complete the Community Benefit, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit or in Applicable Laws. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments from Developer are past due. The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Community Benefits tied to that Building have been completed. Subject to the conditions as to offsite obligations in Exhibit G, for a Building to be deemed completed Developer shall have completed all of the streetscape and open space improvements described in Exhibit B for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, then Developer shall promptly complete such items following issuance.

9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek

injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

10. FINANCING; RIGHTS OF MORTGAGEES.

10.1 Owner's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that there are no Mortgages on the Project Site as of the Effective Date.

10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Community Benefits must be completed as set forth in Section 4.2. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as needed to conserve or protect improvements or construction already made) unless or until such person or entity assumes Developer's obligations under this Agreement.

10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written

request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924 of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement.

10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any event of default, plus an additional period of: (a) thirty (30) days to cure a monetary event of default; and (b) sixty (60) days to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given

notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that acquires title by foreclosure to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

10.6 No Impairment of Mortgage. No default by the Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest nor a foreclosure under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair the Developer's rights or obligations or constitute a default under this Agreement.

10.7 Cured Defaults. Upon the curing of any event of default by Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

11. AMENDMENT; TERMINATION; EXTENSION OF TERM

11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer, provided following a Transfer, the City and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 5.6.4, 7.4.3, 9.4.2 and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department).

11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date which is five (5) years following the Effective Date. Thereafter, the City shall, upon sixty (60) days prior notice to Developer, have the right, in its sole and absolute discretion, to terminate this Agreement if the Developer has not Commenced Construction; provided Developer can prevent any such termination by the City by providing to the City notice, within the above sixty (60) day period, of Developer's intent to start construction and the Developer thereafter Commences Construction within one hundred twenty (120) days following

delivery of Developer's notice to the City, or, if unable to actually Commence Construction within said time period, demonstrates reasonable, good faith and continuing efforts to Commence Construction, such as by pursuing all necessary Subsequent Approvals, and thereafter promptly Commences Construction upon receipt of the Subsequent Approvals. Any termination under this Section 11.2 shall result in the termination of the entirety of this Agreement affecting all of the Project Site, and any Transferee shall assume the risk of a termination of this Agreement by Developer or the City under this Section 11.2.

11.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the applicable Community Benefits shall continue as to the Building which has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

11.4 Amendment Exemptions. No issuance of a Subsequent Approval, or amendment of an Approval or Subsequent Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the 5M SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement

(subject to any conditions set forth in the amendment or Subsequent Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to an Approval or Subsequent Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Subsequent Approval or the proposed amendment to an Approval or Subsequent Approval. The Planning Department and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits in keeping with its customary practices and the 5M SUD, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. If the Parties fail to amend this Agreement as set forth above when required, however, then the terms of this Agreement shall prevail over any Subsequent Approval or any amendment to an Approval or Subsequent Approval that conflicts with this Agreement.

11.5 Extension Due to Legal Action or Referendum; Excusable Delay.

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and any Approval shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a

"**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.5.2 "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the

Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign or transfer all or any part of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided that it also transfers to such party (the "**Transferee**") all of its interest, rights or obligations under this Agreement with respect to such portions of the Project Site (the "**Transferred Property**"). Developer shall not, by Transfer, separate a portion of the Project Site from the Community Benefits tied to that portion of the Project Site, as described in this Agreement, without the prior written consent of the Planning Director. If Developer Transfers one or more parcels such that there are separate fee owners within the Project Site, the obligation to perform and complete the applicable Community Benefits and other improvements associated with a Building; shall be the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that owns the legal parcel on which the Building is located). Notwithstanding the foregoing (i) off-site improvements associated with the Dempster Building may be retained by Developer, and (ii) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial or Project Site-wide management association ("**CMA**"), provided such CMA reflects commercially reasonable requirements and standards generally applicable to similar developments and has the financial capacity and ability to perform the obligations so transferred.

12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (each, an "**Assignment and Assumption Agreement**") with a legal description of the parcel. Each Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit K (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning not to be unreasonably withheld or delayed. Notwithstanding the foregoing any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land to the CMA.

12.3 Release of Liability. Upon recordation of an approved Assignment and Assumption Agreement, Developer shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property as specified in the Assignment and Assumption Agreement, and the Transferee shall be deemed to be "**Developer**" under this Agreement with all rights and obligations related thereto, with respect to such Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site, except as otherwise provided herein. Additionally, the annual review provided by Section 8 shall be conducted separately as to Developer and each Transferee and only as to those obligations that Developer or such Transferee has under this Agreement.

12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure is a condition to the other party's right to proceed as specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk. Accordingly, in some circumstances the City may withhold Subsequent Approvals based upon the acts or omissions of a different party.

12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed

to, and is obligated by all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

12.6 Rights of Developer. The provisions in this Section 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage.

12.7 Transfers to REITs and UPREITs. The Parties recognize that there are no limitations on transfer of constituent membership interests in Developer. Nevertheless, in the interests of clarity the Parties agree that reapportionments and transfers by Forest City Enterprises, Inc. or any of its direct or indirect subsidiaries or affiliates ("**FCE**") of beneficial interests in Developer shall be permitted without prior notice to or review or consent from City, notwithstanding any provisions in this Article 12, so long as such reapportionments or transfers are to (1) affiliates or wholly-owned subsidiaries of FCE, or (2) any real estate investment trust sponsored by FCE or any successor, by operation of law or otherwise (a "**REIT**"), and/or any umbrella limited partnership related to any such REIT and in which the REIT has an ownership interest (an "**UPREIT**"), or any entity that is an affiliate of either the UPREIT or the REIT. In no event or circumstance shall any City consent or approval be required with respect to the trading or issuance of shares or other securities of FCE or a REIT or UPREIT in the public or

private markets or where such Transfers are a part of a merger, consolidation or sale of all or substantially all of the assets or stock of FCE, a REIT, an UPREIT or any of their respective affiliates. The provisions of this Section 12.7 shall similarly apply to permit the transfer of any other constituent member interest in Developer. Reapportionments or transfers of membership interests under this Section 12.7 shall not require an Assignment and Assumption Agreement, and the rights and obligations Developer (or Transferee) and the City under this Agreement shall not be affected in any way by such reapportionment or transfer.

13. DEVELOPER REPRESENTATIONS AND WARRANTIES

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

13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all

necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

13.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

13.5 Other Documents. To the current, actual knowledge of Alexa Arena, after reasonable inquiry, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

13.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

14. MISCELLANEOUS PROVISIONS

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

14.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in

this Agreement shall be binding upon the Parties and, subject to Section 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the provisions on Transfers set forth in Section 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the

Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

14.6.1 Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

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

14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

14.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

14.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance, 5M Project

To Developer:

5M Project, LLC
5 Third Street, Suite 200
San Francisco, CA 94103
Attn: Martin Cepkauskas

with a copy to:

Forest City Residential Development
875 Howard Street, Suite 330
San Francisco, CA 94103
Attn: Alexa Arena

14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by

the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

14.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

14.17 Waiver of Personal LiabilityNon-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or other City Parties shall be personally liable to Developer, its successors and assigns, in the event of any default by City, or

for any amount which may become due to Developer, its successors and assigns, under this Agreement.

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

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

[signatures follow on next page]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2015
Board of Supervisors Ordinance No. _____

Approved and Agreed:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammad Nuru,
Director of Public Works

Developer:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____
Martin Cepkauskas
Vice President

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("**SFMTA**") has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M Project, LLC, a Delaware limited liability company ("**Developer**") to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Program and the transportation-related Mitigation Measures.

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

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

By: _____
EDWARD D. REISKIN,
Director of Transportation

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

By: _____
Deputy City Attorney

San Francisco Municipal Transportation Agency Board of Directors
Resolution No. _____
Adopted: _____, 2015

CONSENT TO DEVELOPMENT AGREEMENT
Arts Commission

A. The Arts Commission of the City and County of San Francisco has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M Project, LLC, a Delaware limited liability company ("**Developer**") to which this Consent to Development Agreement (this "**Arts Commission Consent**") is attached and incorporated. Except as otherwise defined in this Arts Commission Consent, initially capitalized terms have the meanings given in the Development Agreement.

B. By executing this Arts Commission Consent, the undersigned confirms that the Arts Commission, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under the Arts Commission's jurisdiction, including the Arts Program.

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

By: _____
Mr. Tom DeCaigny, Director

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

By: _____
Susan Dawson, Deputy City Attorney

San Francisco Arts Commission
Resolution No. _____
Adopted: _____, 2015

EXHIBIT A

5M PROJECT

LEGAL DESCRIPTIONS

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

Building H-1 Site

BEGINNING at the point of intersection of the Southwesterly line of 5th Street with the Southeasterly line of Natoma Street; running thence Southeasterly along said line of 5th Street, 105 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Northwesterly 105 feet to the Southeasterly line of Natoma Street; thence Northeasterly along said Southeasterly line, 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 005

COMMENCING at a point on the Westerly line of 5th Street, distant thereon 30 feet Northerly from the Northwest corner of Howard and 5th Streets; thence running Northerly along the Westerly line of 5th Street, 25 feet; thence at right angles Westerly 75 feet, parallel with Howard Street; thence at right angles Southerly 25 feet; thence at right angles Easterly 75 feet to 5th Street, the point of beginning.

SAID LOT BEING a subdivision of the 100 Vara Lot shown upon the Official Map of San Francisco as Number 381 of the 100 Vara Lot Survey, Assessor's Block 3725, Lot 006

BEGINNING at a point on the Northwesterly line of Howard Street, distant thereon 70 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly along said line of Howard Street, 29 feet and 3-1/2 inches; thence at a right angle Northwesterly 80 feet; thence at a right angle Southwesterly 25 feet and 8-1/2 inches; thence at a right angle Northwesterly 80 feet to the Southeasterly line of Natoma Street; thence at a right angle Northeasterly along said line of Natoma street, 50 feet; thence at a right angle Southeasterly 130 feet; thence at a right angle Northeasterly 5 feet; thence at a right angle Southeasterly 30 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 008

COMMENCING at a point on the Northwesterly line of Howard Street, distant thereon 99 feet, 3-1/2 inches Southwesterly from the point formed by the intersection of the said Northwesterly line of Howard Street with the Southwesterly line of 5th Street; running thence Southwesterly along the said Northwesterly line of Howard Street, 25 feet, 8-1/2 inches; thence at a right angle Northwesterly 80 feet; thence at a right angle Northeasterly, 25 feet 8-1/2 inches; and thence at a right angle Southeasterly 80 feet to the Northwesterly line of Howard Street and the point of commencement.

BEING a portion of 100 Vara Lot Number 196
Assessor's Block 3725, Lot 009

COMMENCING at the point of intersection of the Northwesterly line of Howard Street and the Northerly line of Mary Street; running thence Northeasterly and along said line of Howard Street, 47 feet, 6 inches; thence at a right angle Northwesterly 160 feet to the Northeasterly line of Natoma Street; thence at a right angle Southwesterly along said line of Natoma Street, 47 feet, 6 inches to the Northeasterly line of Mary Street; thence at a right angle Southeasterly along said line of Mary Street, 160 feet to the point of commencement.

BEING a portion of 100 Vara Lot Number 381
Assessor's Block 3725, Lot 012

BEGINNING at a point on the Northwesterly line of Howard Street, distant thereon 125 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly along said line of Howard Street, 92 feet and 11-3/4 inches to a point distant thereon 47 feet and 6 inches Northeasterly from the Northeasterly line of Mary Street; thence at a right angle Northwesterly 160 feet to the Southeasterly line of Natoma Street; thence Northeasterly along said line of Natoma Street, 92 feet and 11-3/4 inches; thence at a right angle Southeasterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Lot Number 381
Assessor's Block 3725, Lot 098

Building N1, New Examiner and Mary Court East Site

Parcel 1:

BEGINNING at the point of intersection of the Southwesterly line of 5th Street and the Southeasterly line of Minna Street; running thence Southeasterly, along said line of 5th Street, 75 feet; thence at a right angle Southwesterly 275 feet to the Northwesterly line of Mary Street; thence at a right angle Northwesterly, along said line of Mary Street, 75 feet to the Southeasterly line of Minna Street; thence at a right angle Northeasterly, along said line of Minna Street, 275 feet to the point of beginning.

EXCEPTING THEREFROM so much thereof as conveyed to the City and County of San Francisco in that certain Exchange Deed dated December 30, 1966 and recorded January 27, 1967 in Book B113, Official Records, Page 623, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 265 feet Southwesterly from the Southwesterly line of 5th Street; and thence running Southwesterly, along said line of Minna Street, 10 feet to the Northeasterly line of Mary Street; thence at a right angle Southeasterly, along said line of Mary Street, 75 feet; thence at a right angle Northeasterly 10 feet; thence at a right angle Northwesterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 2:

BEGINNING at a point on the Southwesterly line of 5th Street, distant thereon 30 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly, along said line of 5th Street, 50 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Southeasterly 50 feet; thence at a right angle Northeasterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 3:

BEGINNING at the point of intersection of the Southwesterly line of 5th Street and the Northwesterly line of Natoma Street; running thence Northwesterly, and along said line of 5th Street, 30 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Southeasterly 30 feet to the Northwesterly line of Natoma Street; thence at a right angle Northeasterly, along said line of Natoma Street, 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 4:

BEGINNING at a point on the Northwesterly line of Natoma Street, distant thereon 75 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly, and along said Northwesterly line of Natoma Street 150 feet; thence at a right angle Northwesterly 80 feet; thence at a right angle Northeasterly 150 feet; thence at a right angle Southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcels 1 through 4 constituting Assessor's Block 3725, Lot 097

Building M-2 Site

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon 97 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly and along said line of Mission Street 20 feet; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northeasterly along said line of Minna Street 20 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 089

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon 57 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly and along said line of Mission Street 40 feet; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northeasterly along said line of Minna Street 40 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 090

BEGINNING at the point of intersection of the Southeasterly line of Mission Street with the Southwesterly line of Mary Street; running thence Southwesterly along the Southeasterly line of Mission Street 57 feet 6 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence Northeasterly and along the Northwesterly line of Minna Street 57 feet and 6 inches to the Southwesterly line of Mary Street; and thence Northwesterly and along the Southwesterly line of Mary Street 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 091

M-1 Building Site

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

BEGINNING at the point formed by the intersection of the Southeasterly line of Mission Street with the Southwesterly line of 5th Street; and running thence Southeasterly along said line of 5th Street 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly, along said line of Minna Street, 275 feet to the Northeasterly line of Mary Street; thence at a right angle Northwesterly, along said line of Mary Street, 160 feet to the southeasterly line of Mission Street; and thence at a right angle Northeasterly, along said line of Mission Street, 275 feet to the point of beginning.
EXCEPTING THEREFROM so much thereof as conveyed to the City and County of San Francisco in that certain Exchange Deed dated December 30, 1966 and recorded January 27, 1967 in Book B113, Official Records, Page 623, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon Southwesterly 265 feet from the Southwesterly line of 5th Street; and thence running Southwesterly along said line of Mission Street 10 feet to the Northwesterly line of Mary Street; thence at a right angle Southeasterly, along said line of Mary Street, 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northwesterly, along said line of Minna Street, 10 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 093

Camelline Building

BEGINNING at the point of intersection of the Northeasterly line of Mary Street with the Northwesterly line of Natoma Street; running thence Northeasterly, along the Northwesterly line of Natoma Street, 40 feet; thence at a right angle Northwesterly 80 feet; thence at a right angle Southwesterly 40 feet to the Northeasterly line of Mary Street; thence at a right angle Southeasterly, along the last mentioned line, 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 042

Dempster Printing Building

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 402 feet 6 inches Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Minna Street 40 feet; thence at a right angle Southeasterly 75 feet; thence at a right angle Southwesterly 40 feet; thence at a right angle Northwesterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Lot No. 202, in Block No. 381
Assessor's Block 3725, Lot 076

Mary Court West Site

BEGINNING at the point of intersection of the Southwesterly line of Mary Street and the Southeasterly line of Minna Street; running thence Southwesterly along said line of Minna Street 57 feet and 6 inches; thence at a right angle Southeasterly 25 feet; thence at a right angle Southwesterly 5 feet; thence at a right angle Southeasterly 24 feet; thence at a right angle Northeasterly 62 feet and 6 inches to the Southwesterly line of Mary Street; thence Southwesterly along said line of Mary Street 52 feet to the point of beginning.

BEING part of 100 Vara Block No. 381
Assessor's Block 3725, Lot 043

BEGINNING at a point on the Southwesterly line of Mary Street, distant thereon 80 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly and along said line of Mary Street 23 feet; thence at a right angle Southwesterly 62 feet and 6 inches; thence at a right angle Southeasterly 23 feet; thence at a right angle Northeasterly 62 feet and 6 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 044

BEGINNING at a point on the Southwesterly line of Mary Street, distant thereon 40 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly along said Southwesterly line of Mary Street 40 feet; thence at a right angle Southwesterly 76 feet and 2 inches; thence at a right angle Southeasterly 40 feet; thence at a right angle Northeasterly 76 feet and 2 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 045

BEGINNING at the point of intersection of the Northwesterly line of Natoma Street and the Southwesterly line of Mary Street; running thence Northwesterly and along said line of Mary Street 40 feet; thence at a right angle Southwesterly 76 feet and 2 inches; thence at a right angle Southeasterly 40 feet to the Northwesterly line of Natoma Street; thence at a right angle Northeasterly along said line of Natoma Street 76 feet and 2 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 046

BEGINNING at a point on the Northwesterly line of Natoma Street, distant thereon 76 feet and 2 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly along said line of Natoma Street 28 feet and 2 inches; thence at a right angle Northwesterly 80 feet; thence at a right angle Northeasterly 28 feet and 2 inches; thence at a right angle Southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 047

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 57 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street, (which point of beginning is perpendicularly distant 155 feet Northwesterly from the Northwesterly line of Natoma Street); running thence Southwesterly along said line of Minna Street 40 feet; thence at a right angle Southeasterly 75 feet; thence at a right angle Northeasterly 35 feet; thence at a right angle Northwesterly 47 feet; thence at a right angle Northeasterly 5 feet; thence at a right angle Northwesterly 28 feet to the Southeasterly line of Minna Street and the point of beginning.

BEING a portion of 100 Vara Block 381
Assessor's Block 3725, Lot 077

Chronicle/Examiner Connector Air Space Parcel

ALL OF THE AIRSPACE between elevations 34 feet and 103 feet per datum of the City and County of San Francisco and bounded by the following described area:

BEGINNING at the point of intersection of the Southwesterly line of Fifth Street with the Northwesterly line of Minna Street and thence running Southwesterly along said line of Minna Street 265 feet; thence at a right angle Southeasterly 40 feet to the Southeasterly line of Minna Street; thence at a right angle Northeasterly, along said Southeasterly line of Minna Street 265 feet; thence at a right angle Northwesterly 40 feet to the point of beginning.

BEING a portion of the airspace above and across Minna Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 188-60, adopted by the Board of Supervisors on August 22, 1966 and approved by the Mayor on August 26, 1966 and as conveyed by Exchange Deed from the City and County of San Francisco to The Chronicle Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded January 27, 1967, Instrument No. P38074, Book B133, Page 623, Official Records.

Assessor's Block 3725, Lot 094

Minna Street Air Space Parcel

ALL OF THE SPACE between a horizontal plane at elevation 31.00 feet and a horizontal plane at elevation 103.00 feet per datum of the City and County of San Francisco bounded by planes projected vertically above the surface limits of certain land described as follows:

BEGINNING at the point of intersection of the Southwesterly line of Fifth Street with the Northwesterly line of Natoma Street and thence running Southwesterly along said line of Natoma Street 265.00 feet to the Northeasterly line of Mary Street; thence Southeasterly along the Southeasterly prolongation of the Northeasterly line of Mary Street 35 feet to the Southeasterly line of Natoma Street; thence Northeasterly, along the Southeasterly line of Natoma Street 265.00 feet to the Southwesterly line of Fifth Street; thence Northwesterly along the Northwesterly prolongation of the Southwesterly line of Fifth Street 35.00 feet to the point of beginning.

BEING a portion of the airspace above and across Natoma Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 524-79, adopted by the Board of Supervisors on October 22, 1976 and approved by the Mayor on November 2, 1976 and as conveyed by Quitclaim Deed from the City and County of San Francisco to The Chronicle

Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded November 14, 1979, Instrument No. C47229, Book C896, Page 503, of Official Records.

Assessor's Block 3725, Lot 099

Natoma Street Air Space Parcel

All of the space between a horizontal plane at elevation 36.00 feet and a horizontal plane at elevation 103.00 feet per datum of the City and County of San Francisco bounded by planes projected Vertically above the surface limits of certain land described as follows:

BEGINNING at the point of intersection of the Southwesterly line of Mary Street with the Northwesterly line of Minna Street and thence running Southwesterly along said line Minna Street 97.50 feet; thence at a right angle Southeasterly 40 feet to the Southeasterly line of Minna Street; thence Northeasterly along the Southeasterly line of Minna Street 97.50 feet to the Southwesterly line of Mary Street; thence Northwesterly along the Northwesterly prolongation of the Southwesterly line of Mary Street 40.00 feet to the point of beginning.

BEING a portion of the airspace above and across Minna Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 524-79, adopted by the Board of Supervisors on October 22, 1976 and approved by the Mayor on November 2, 1976 and as conveyed by Quitclaim Deed from the City and County of San Francisco to The Chronicle Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded November 14, 1979, Instrument No. C47229, Book C896, Page 503, of Official Records.

Assessor's Block 3725, Lot 100

EXHIBIT B

5M PROJECT

PROJECT DESCRIPTION[1]

The Project is a mixed-use development of new construction, rehabilitated and renovated existing buildings, and open space, constituting up to 1,697,600 gross square feet (gsf)[2] of building space, including up to: 821,300 gsf of residential uses (approximately 690 units), 807,600 gsf of office uses (including active office uses at or below the ground floor), 68,700 gsf of other active ground floor uses (including mezzanine and basement spaces), 59,500 square feet of open space and approximately 463 vehicle parking spaces, 429 Class 1 bicycle spaces and 66 Class 2 bicycle spaces. The Project contains up to seven buildings (three new buildings and four retained buildings), with six open space areas and associated streetscape improvements, all as further described in the Design for Development, and below.

1. Building H-1[3]

   - Demolition of existing buildings and surface parking lots at 172 Fifth Street, 190 Fifth Street, 910 Howard Street, 912 Howard Street, 918 Howard Street and 924 Howard Street (Assessor's Block/Lot No. 3725/005, 006, 008, 009, 012 & 098) for construction of the following:

     - An up to 617,900 gsf, 395-foot tall 25-story office building with approximately 584,900 gsf of office space above the ground floor, 33,000 square feet of active ground floor and mezzanine space (including 7,100 gsf of retail and 8,600 gsf of office uses, 17,300 square feet of lobby/core and building services space);
     - Up to three subterranean levels of vehicle and bicycle parking and loading, including up to: 254 vehicular parking spaces, 6 loading spaces and 104 Class 1 bicycle spaces, and 23 Class 2 spaces;
     - A three-stall off-street freight loading dock on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street;
     - An approximately 11,000 square-foot private terrace on the southwest side of the building at or about the tenth floor; and

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[1] Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement.

[2] Gross square footage excludes subterranean parking and loading, parking and loading ingress and egress, as well as a full mechanical floor for commercial Building H-1. All quantities stated herein are approximate and nothing herein shall be deemed to require maximum site development, unless otherwise noted. Size and location of private open spaces and related elements may be modified and/or relocated during design development in accordance with Approvals or Subsequent Approvals.

[3] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Construction of an up to 1,600 square-foot pedestrian improvement adjacent to Building H-1 along Mary Street.

➢ Demolition of existing surface parking on 435-39 and 441-45 Minna Street, 44 and 50 Mary Street, and 432-38 and 440 Natoma Street (Assessor's Block 3725, Lots 043- 047, 077), and construction of Mary Court West, approximately 14,600 sf open space;

➢ Construction and installation of the following streetscape improvements:

- Removal of two metered vehicle parking spaces on Howard Street adjacent to the Building and replacement with a passenger loading/unloading zone adjacent to the Project on Howard Street, and addition of a metered commercial loading space;
- Widening the Fifth Street sidewalk between Natoma and Howard Streets from 10 feet to 18 feet, with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces;
- Widening the Mary Street sidewalk adjacent to Mary Court West, from 5 to 10 feet;
- Streetscape improvements to sidewalks adjacent to Mary Court West;
- Conversion of Mary Street between Minna and Howard Streets to a shared public way;
- Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street;
- Streetscape improvements to sidewalks adjacent to the Natoma, Fifth, Howard and Mary Street building frontages and street trees within an approximately 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.

2. Building N-1[4]

➢ Demolition of a portion of the existing building at 110 Fifth Street (Assessor's Block/Lot No. 3725/097) to provide an approximately 18,000 square foot footprint for construction of the following:

- An up to 400-unit, 470-foot tall 45-story residential building with approximately 570,500 gsf devoted to residential use, 13,200 square feet of active ground floor uses (composed of 7,300 gsf of active ground floor retail space; 5,900 square feet lobby/core and building services space);
- Up to three subterranean levels of vehicle and bicycle parking and loading accessible from Minna Street, including up to: 156 vehicle spaces[5] and 176 Class 1 bicycle spaces, and 24 Class 2 bicycle spaces;

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[4] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

[5] Building N-1 is entitled to use of an additional 135 parking spaces, accessory to Building N-1, in the garage of Building H-1

- A one-stall off-street freight loading bay within the building, accessible from a separate entrance on Minna Street.

➢ Approximately 23,000 sf open space atop Building M-1 (Chronicle Building), including up to 400 sf of café/pop up retail kiosk type space, an access elevator, stairway and a ground-floor entrance lobby on the southern (Minna Street) façade of M-1;[6]

➢ Construction of a 3,600 square-foot private open space terrace on the north side of the building on or about the sixth floor of the building.

➢ Construction and installation of the following streetscape improvements:

- Widening of the Fifth Street sidewalk adjacent to the building, between Minna and Natoma Streets, from 10 feet to 18 feet with an approximately 60-foot long, 8-foot deep inset for three commercial loading spaces;
- Streetscape improvements to the sidewalks on the Fifth and Minna Street building frontages.

3. Building M-2[7]

➢ Demolition of existing surface parking at 939-949 Mission Street (Assessor's Block/Lot No. 3725/089-091) for construction of the following:

- An up to 288-unit, 200-foot tall 20-story residential building with approximately 250,800 gsf devoted to residential use, and 13,500 square feet of active ground floor uses (composed of 6,800 gsf of active retail space and 6,700 square feet of lobby/core and building services).
- Up to three subterranean levels of vehicle and bicycle parking and loading with an entrance and exit from and onto Minna Street, including up to: 53 vehicle spaces, 149 Class 1 bicycle spaces and 19 Class 2 bicycle spaces.
- Construction of an approximately 3,600 square-foot private open space terrace on the west side of Building M-2.

➢ Demolition of existing surface parking on Assessor's Block/Lot 3725/097 and construction of Mary Court East, approximately 11,500 square feet of open space.

➢ Construction and installation of the following streetscape improvements:

- New curb and striping on Mission Street for a passenger loading zone and two commercial metered parking spaces, and on Minna Street, removal of up to six parking spaces and replacement with two commercial metered spaces adjacent to the building.
- Conversion of Mary Street between Mission and Minna Streets to a pedestrian-only alley, the North Mary Pedestrian Alley, closed to vehicular

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[6] Construction of this open space may be carried out together with separate renovations of Building M-1 (Chronicle) described in Item 4 below, if those proceed prior to construction of Building N-1.

[7] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

and bicycle traffic, and construction associated improvements to the sidewalks and roadway;

- An up to 1,600 square-foot pedestrian improvement adjacent to Building M-2 along North Mary Pedestrian Alley;
- Streetscape improvements on the sidewalks adjacent to the Mission Street building frontage, and streetscape improvements to Minna and Mary Street sidewalks adjacent to Mary Court East constructed with Building M-2.

4. Building M-1[8]

- Renovation of an existing 179,200 square-foot office building located at 901-925 Mission Street (Assessor's Block/Lot 3725/093, commonly referred to as the San Francisco Chronicle Building), as follows:
  - Conversion of up to 40,000 square feet of storage within the building basement to office use;
  - Exterior and interior renovations to accommodate changes to mechanical, electrical and plumbing systems and building circulation necessitated by the demolition of a portion of the existing two-story above-ground connector between Building M-1 and the San Francisco Examiner Building (Block/Lot 3725/097);
  - Exterior and interior renovations to create additional ground floor building ingress/egress on the secondary Minna and/or Mary Street building façades;
- Building M-1 would remain three stories and 50 feet tall, and would include three floors, two first-floor mezzanines and a basement comprising up to: 170,700 gsf of office space, 1,100 gsf of ground floor retail use and 3,400 gsf of lobby/core space.
- Construction and installation of the following streetscape improvements:
  - Widening of the Fifth Street sidewalk from 10 feet to 18 feet (with a 60-foot long 8-foot deep inset for on-street loading) between Minna and Mission Street, and related sidewalk improvements;
  - Sidewalk improvements to the adjacent Mission and Minna Street frontages.
- As noted above, approximately 23,000 sf open space, including up to 400 sf of café/pop up retail kiosk type space, an access elevator, stairway and a ground-floor entrance lobby on the southern (Minna Street) façade, will be constructed in connection with Building N-1.

5. Examiner Building[9]

- Renovation and partial demolition of an existing 92,100 square-foot office building located at 110 Fifth Street, (Assessor's Block 3725 Lot 097, commonly referred to as

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[8] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

[9] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

the San Francisco Examiner Building) including an approximately 14,800 square-foot above-ground connector over Minna Street between the Examiner Building and Building M-1, as follows:

- Demolition of the eastern approximately two-thirds of the existing building and connector;
- Exterior and interior renovations to the remaining, post-demolition building, including mechanical, electrical and plumbing systems and building circulation;
- Conversion of up to 9,600 square feet of storage within the building basement to retail use.

➢ After demolition and renovation, the Examiner Building would remain three stories and 50 feet tall, and would be a 34,900 gsf building composed of up to: 21,800 gsf of office use above the ground floor (including 7,000 gsf of office use within the remaining above-ground connector), 11,800 gsf of active ground floor and basement retail space, and 1,300 gsf of lobby/core space.

➢ Construction and installation of streetscape improvements to the sidewalk on the Minna Street frontage of the Examiner Building.

6. Camelline Building (430 Natoma Street, Assessor's Block/Lot 3725/042).

➢ Retention of the existing building for continued use as a 9,600 square foot office building.

7. Dempster Printing Building (447 Minna Street, Assessor's Block/Lot 3725/076).

➢ Retention of the existing building with exterior and interior structural rehabilitation and interior renovation for continued use as a 12,000 square-foot office building.

EXHIBIT B - SITE PLAN

06/24/2015 DRAFT For Purposes of Negotiation Only

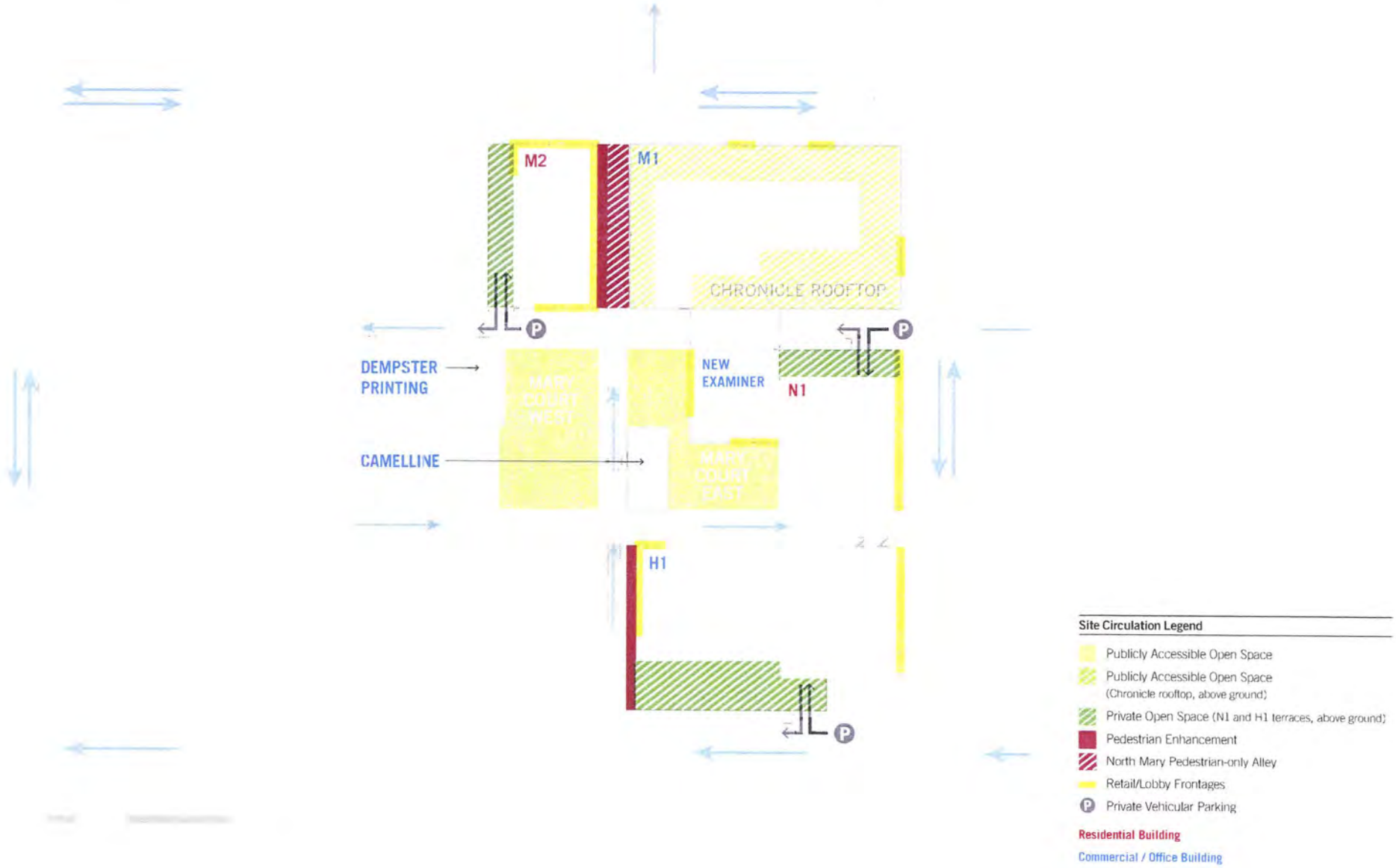

Exhibit C
Youth Development Program

Developer shall make contributions to support youth development in the total amount of $3,500,000 (Three Million Five Hundred Thousand Dollars) (the "**Youth Development Funds**"). Of this amount, (1) $1,000,000 (One Million Dollars) shall be paid to the City's Department of Children, Youth and Families ("**DCYF**"), (2) $1,500,000 (One Million Five Hundred Thousand Dollars) shall be paid to MOHCD, and (3) 1,000,000 (One Million Dollars) shall be paid to the City's Department of Parks and Recreation ("**RecPark**").[1] The Youth Development Funds shall be paid to DCYF, MOHCD and RecPark, respectively, in the amounts and on or before the dates specified in Exhibit D and allocated as set forth in this Exhibit.

1. DCYF Funding. DCYF shall allocate approximately one-third of the DCYF funds to each of use categories set forth subsections (a)-(c) below, with each category receiving approximately one-third of each of the three payments specified in Exhibit D.

(a) SoMa Summer and After School Youth Programming. DCYF shall allocate funds to support after school youth programming during the summer and after school, including educational and social activities. The funds will be allocated through a competitive process, or as otherwise determined by DCYF, and shall be distributed to South of Market (SoMa)-based youth serving organizations that have a minimum of five (5) years of experience in serving youth in SoMa, including after school programs at Bessie Carmichael and summer programs that target both academic enrichment and augment the recreational activities offered to youth in the neighborhood. Recipient organizations should also have experience leading and facilitating events and have a history of creating partnerships with local community-based organizations in SoMa as a way to augment offerings and programs to benefit local youths. Potential community-based organizations that would be qualified for such funds include but are not limited to United Playaz, West Bay, and Filipino American Development Foundation/Galing Bata.

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[1] Any capitalized term used in this Exhibit C that is not defined herein shall have the meaning given to such term in this Agreement.

Exhibit C
Youth Development Program

(b) Bessie Carmichael Student Achievement. DCYF shall allocate funds to support student achievement at Bessie Carmichael. The funds will be distributed to the San Francisco Education Fund, a 501(c)(3) non-profit organization. The purpose of this funding is to facilitate progress with student achievement and improvement plans and implement strategies in partnership with nonprofits to support increased literacy, math proficiency, and college and career readiness.

(c) Bessie Carmichael Principal's Discretionary Fund. DCYF shall allocate funds to the Bessie Carmichael Principal's Discretionary Fund to be distributed to the San Francisco Unified School District for allocation to, and be used for programs at Bessie Carmichael School. The purpose of this funding is to support critical programs at the school, such as the Science Technology Arts and Math Initiative which provides aligned teacher training and professional development.

(d) DCYF Discretion. If the DCYF Director determines that any entity designated above is no longer operating a program that is qualified to deliver the specified services, then the DCYF Director shall have the right to substitute an alternative SoMa-based organization to receive the funds, provided DCYF shall continue to allocate the funding generally for the purposes described above.

2. MOHCD Funding.

(a) Non-Profit Capital Funds. The MOHCD funds shall be paid in the amount and at the time set forth in Exhibit D, and distributed by MOHCD to Northern California Community Loan Fund either as a lump sum or in installments to be used for capital improvements, organizational expansion and/or building acquisition within the SoMa impact area identified in Attachment 1 so as to provide facilities for youth and family organization or organizations, and which facilities may also serve as a site for civic gatherings and neighborhood programming. Consideration will be given to organizations with a demonstrated track record of providing financial expertise, supplying grants and technical assistance to non-profit arts and cultural institutions in

Exhibit C
Youth Development Program

SoMa (including those that target high risk and/or disadvantaged populations) that are seeking to acquire permanently affordable program and office space.

3. RecPark Funding.

(a) Gene Friend Recreation Center. Developer shall pay the RecPark funds to RecPark at the times provided in Exhibit D. RecPark will use these funds to support renovations and upgrades to the Gene Friend Recreation Center and the adjacent outdoor play area located at 270 Sixth Street.

4. Accounting.

Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in good faith in accordance with the provisions of this Youth Development Program. The Youth Development Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request. The failure of any recipient to use funds as required by this Exhibit C shall not be a City or Developer breach of the Agreement. The City shall have no obligation to make any payment or provide any funds except for what it has received from the Developer as set forth in this Exhibit C, and Developer shall have no obligation to make any payment or provide any funds except as set forth in this Exhibit C.

5. Board Authorization

By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Youth Development Funds paid by the Developer as set forth in this Exhibit C. The Board of Supervisors also agrees that any interest earned on any Youth Development Funds held by the City shall remain in designated accounts for youth development purposes consistent with this Exhibit C and shall not be transferred to the City's general fund.

ATTACHMENT 1 - YOUTH DEVELOPMENT MAP

DRAFT -- 08/27/15

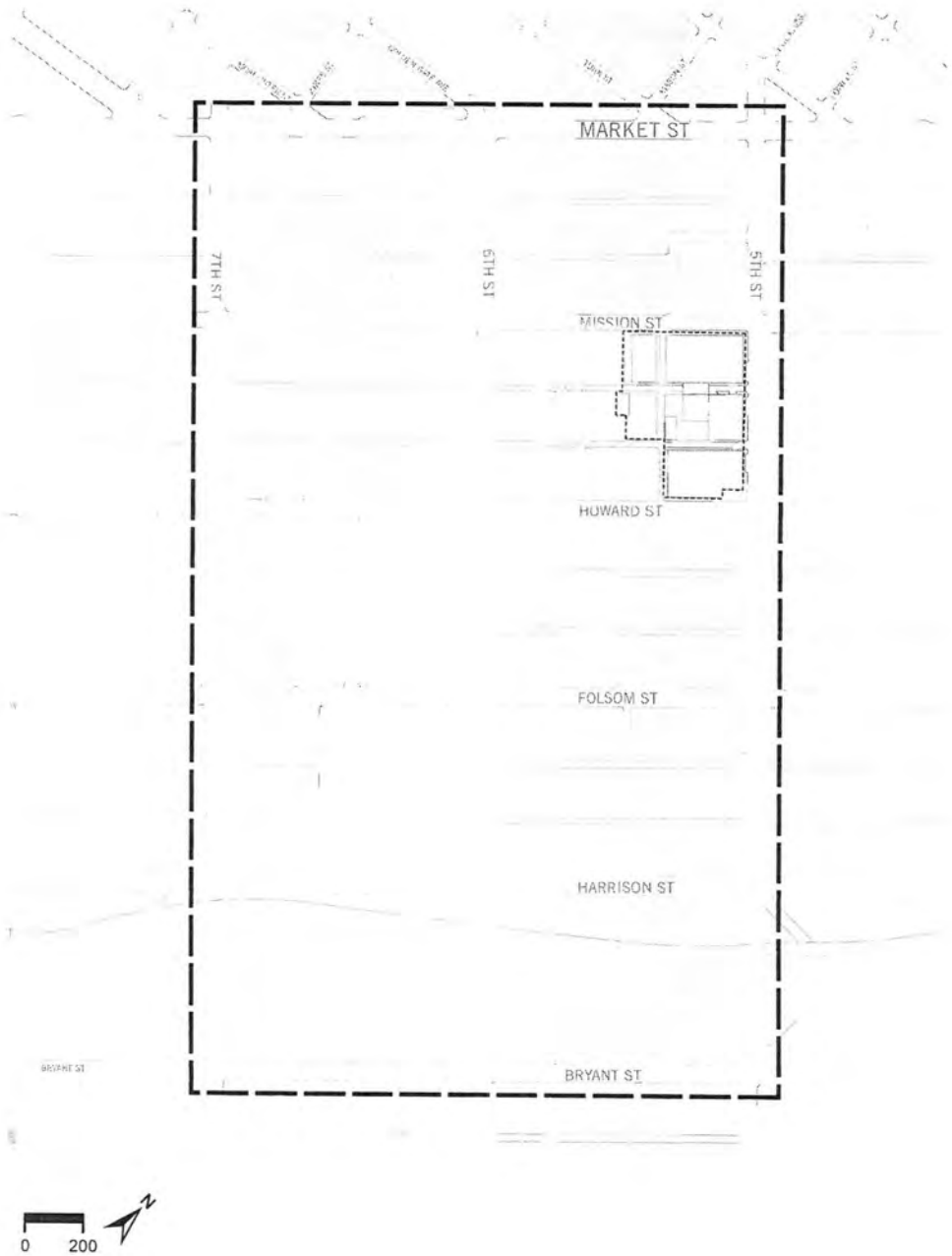

Exhibit D[1]

Community Benefit Schedule

The Developer shall make the 5M Community Benefit Fee and applicable Impact Fee and Exaction payments in the amounts provided for each Building[2] listed on Schedule 1 determined, as applicable, on the actual square footage of the proposed Building at the time of issuance of the first construction document, provided, however, that where noted certain specified portions shall be paid in advance at the time the Approvals are Finally Granted.

The amounts payable as shown on Schedule 1, when tied to the square footage of a Building, are estimates based upon the anticipated square footage of that Building. The actual amount payable by Developer under the applicable provision of the San Francisco Planning and Administrative Codes or this Agreement will be calculated in accordance with Planning Code and Administrative Code, as applicable, at the time of issuance of the relevant construction document. The uses of the Impact Fees and Exactions and Community Benefit Fee are described in the Exhibits to this Agreement and in Schedule 1.

While the Impacts Fees and Exactions will equal the applicable amounts required under the Planning and Administrative Codes, this Exhibit D reflects that the specified fees will be used by the City and allocated under this Agreement in a manner designed to first advance funds

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[1] Any capitalized term used in this Exhibit not defined herein shall have the meaning given in this Agreement.

[2] "Building" as is shown on the Project Description, Exhibit B to this Agreement

and the contribution of land for affordable housing, and thereafter to fund transit and transportation but without reducing the overall amount to be used for transit and transportation.

The parties currently anticipate that the H-1 Building will start construction before the N-1 Building. If the N-1 Building starts construction before the H-1 Building, the Planning Director may, in consultation with the City's Controller, use the N-1 Building funds to first accomplish the uses specified in Schedule 1 for the H-1 Building, including the payment for the Eddy & Taylor Street project. Upon any such adjustment in the use of funds from the N-1 Building, a corresponding change will be made in the use of funds for the H-1 Building so that the overall community benefit funding remains the same.

In addition, in light of the fact that the payment amounts shown on Schedule 1 are estimates, the Planning Director, in consultation with the City Controller, may adjust dollar amounts in the line items for the use of funds as may be needed in order to achieve the overall community benefits reflected in this Agreement by increasing or decreasing any line item amount by up to 10%. For any increase or decrease of more than 10%, the Planning Director must get the prior approval of the Planning Commission.

IMPACT FEES & EXACTIONS AND 5M COMMUNITY FEES PER BUILDING	Approvals Finally Granted	H1 Building*	M2 Building	N1 Building	Examiner Building	M1 Chronicle Building	TOTAL FEES
IMPACT FEES & EXACTIONS							
Transit (TIDF)		$ 8,025,275	$ 99,212	$ 69,058	$ 172,162	$ 517,351	$ 8,883,058
Jobs Housing Linkage Fee (JHL)		$ 13,801,013	$ 152,456	$ 103,132	$ 264,556	$ 896,319	$ 15,217,476
Affordable Housing In-Lieu Fee				$ 27,290,432			$ 27,290,432
Art Fee	$ 150,000	$ 1,926,301	$ 1,140,101	$ 2,224,732			$ 5,441,134
Downtown Open Space Fee		$ 1,436,859				$ 90,639	$ 1,527,498
Childcare Fee		$ 715,473				$ 45,133	$ 760,606
Schools Fee		$ 231,741	$ 731,796	$ 1,660,811	$ 2,867	$ 14,510	$ 2,641,726
TOTAL BASE FEES	**$ 150,000**	**$ 26,136,662**	**$ 2,123,565**	**$ 31,348,165**	**$ 439,585**	**$ 1,563,952**	**$ 61,761,930**
5M COMMUNITY BENEFIT FEES	**$ 350,000**	**$ 4,587,355**	**$ 2,094,180**	**$ 4,763,675**			**$ 11,795,210**
TOTAL IMPACT FEES & EXACTIONS AND 5M COMMUNITY FEES	$ 500,000	$ 30,724,017	$ 4,217,745	$ 36,111,840	$ 439,585	$ 1,563,952	**$ 73,557,140**
IMPACT FEES & EXACTIONS AND 5M COMMUNITY BENEFIT FEES ALLOCATED PER BUILDING	**Approvals Finally Granted**	**H1 Building**	**M2 Building**	**N1 Building**	**Examiner Building**	**M1 Chronicle Building**	**TOTAL ALLOCATION OF FEES**
IMPACT FEES & EXACTIONS							
In Accordance with Exhibit E, Affordable Housing Funding & Transit Fees							
Transit (TIDF)			$ 99,212	$ 8,094,333	$ 172,162	$ 517,351	$ 8,883,058
Eddy & Taylor		$ 18,000,000					$ 18,000,000
Senior Housing Parcel		$ 3,826,288	$ 152,456	$ 19,368,289	$ 264,556	$ 896,319	$ 24,507,909
Credit for Land		$ (3,500,000)					
Predev Payment for Senior Parcel		$ *326,288*					
1% Arts Fee Allocation							
In Accordance with Exhibit H, Public Arts Fee	$ 150,000	$ 1,926,301	$ 1,140,101	$ 2,224,732			$ 5,441,134
Arts Capital Funds	$ 150,000	$ 1,926,301	$ 1,140,101	$ *48,278*			
Arts Programming Funds				$ *2,176,454*			
Downtown Open Space Fee		$ 1,436,859				$ 90,639	$ 1,527,498
Childcare Fee		$ 715,473				$ 45,133	$ 760,606
Schools Fee		$ 231,741	$ 731,796	$ 1,660,811	$ 2,867	$ 14,510	$ 2,641,726
TOTAL IMPACT FEES & EXACTIONS	**$ 150,000**	**$ 26,136,662**	**$ 2,123,565**	**$ 31,348,165**	**$ 439,585**	**$ 1,563,952**	**$ 61,761,931**
5M COMMUNITY BENEFIT FEES							
In Accordance with Exhibit C, Youth Development Program		$ 2,500,000	$ 930,230	$ 69,770			$ 3,500,000
DCYF Funding for SOMA Youth Programming		$ *500,000*	$ *430,230*	$ *69,770*			
MOHCD for Non-Profit Capital Funds		$ *1,000,000*	$ *500,000*				
Rec Park Funding for Gene Friend Recreation Center		$ *1,000,000*					
In Accordance with Exhibit H, Non-Profit Arts Facilities Funds			$ 600,000				$ 600,000
In Accordance with Exhibit F, Workforce Agreement		$ 937,355	$ 563,950				$ 1,500,000
Barrier Removal Funds		$ *250,000*					
Job Seeking Resources for Disadvantaged Adults		$ *250,000*					
Internships, Training and Certification Programs		$ *437,355*	$ *563,950*				
Mint Capital Improvements	$ 350,000	$ 650,000					$ 1,000,000
In Accordance with Exhibit G, Transportation Program		$ 500,000		$ 2,900,000			$ 3,400,000
In Accordance with Exhibit E, Senior Housing Gap Funding				$ 1,793,905			$ 1,793,905
TOTAL 5M COMMUNITY BENEFIT FEE	**$ 350,000**	**$ 4,587,355**	**$ 2,094,180**	**$ 4,763,675**			**$ 11,795,210**
TOTAL ALLOCATION OF IMPACT FEES & EXACTIONS AND 5M COMMUNITY FEES	**$ 500,000**	**$ 30,724,017**	**$ 4,217,745**	**$ 36,111,840**	**$ 439,585**	**$ 1,563,952**	**$ 73,557,140**

** Buildings are as defined in the Project Description.*

Exhibit E

5M Affordable Housing Program

All initially capitalized terms shall have the meaning given in Section 1 (Definitions) of the Agreement, unless separately defined in this Exhibit E.

A. 5M Affordable Housing.

The 5M Affordable Housing Program consists of following components:

1) Impact Fees and Exactions and 5M Community Benefit Fee. The Impact Fees and Exactions and the 5M Community Benefit Fee for the H-1 and N-1 Buildings shall be allocated to and used for affordable housing as provided in the Community Benefit Schedule attached to this Agreement as Exhibit D (collectively, as allocated, the "**Affordable Housing Fees**"). All Affordable Housing Fees shall be dedicated to affordable houses uses in the area described on Schedule 1 to this Exhibit E as the "**Housing Impact Area**".

2) M-2 Rental Building. Twenty percent (20%) of the units located in the M-2 Building shall be permanently restricted, for the life of the M-2 Building, for occupancy by very low income tenants meeting the applicable income eligibility and rent requirements set forth in Sections 42(g)(1) and 142(d)(1) of the Internal Revenue Code and California Health and Safety Code Section 52080, *et. seq*.

3) Transfer Parcel. Developer shall transfer the Transfer Parcel to the City, acting through MOHCD, in accordance with the Transfer Agreement attached as Schedule 2 to this Exhibit E. The City shall use the Transfer Parcel to develop affordable housing; provided if the City decides after acceptance that it cannot develop affordable housing on the Transfer Parcel, the City may sell the Transfer Parcel and use the net sales proceeds for affordable housing in the Housing Impact Area. If the City does not accept the Transfer Parcel following the City's due diligence for any reason, then Developer shall pay to the City Three Million Five Hundred Thousand Dollars ($3,500,000) (the "**Backup Payment**") as set forth in the Transfer Agreement. The City shall use the

Backup Payment for affordable housing in the Housing Impact Area and no other purpose.

B. Total Affordable Housing Anticipated to Equal to 33% of Market Rate Housing.

With the Affordable Housing Fees, the Transfer Parcel and the M-2 Building on-site housing so dedicated as set forth above, the funds and property allocated to affordable housing generated by the Project is anticipated to equal 33% of the market rate housing for the Project; all provided in the Housing Impact Area.

C. Housing Fees and Program Administered by MOHCD.

In order to effectuate the foregoing, all of the Affordable Housing Fees shall be dedicated to an affordable housing fund administered by MOHCD and used for predevelopment and development expenses and administrative costs associated with the acquisition, construction, and rehabilitation of permanently affordable housing units in the Housing Impact Area. If the City uses other funds, in advance of the City's receipt of the Affordable Housing Fees, to pay for any of the work contemplated by this Exhibit E, then the City may reimburse itself for such payments upon receipt of the Affordable Housing Fees and such reimbursement shall satisfy the requirement to use the Affordable Housing Fees in the Housing Impact Area. The City intends to provide financing for the construction of the City-approved affordable housing project at 168-186 Eddy Street (which is anticipated to generate 71 Project-generated units out of the anticipated 103 units to be constructed at this site). Thereafter, all Affordable Housing Fees shall be used as MOHCD shall determine, in its sole discretion, in any manner so long as consistent with this Agreement and used for affordable housing within the Housing Impact Area. If MOHCD determines that any of the Affordable Housing Fees cannot be used for a specific project as described in this Agreement, MOHCD shall use such funds for another affordable housing project in the Housing Impact Area.

D. Accounting.

Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this 5M Affordable Housing Program. The Affordable Housing Fees may be commingled with other funds of the

City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request.

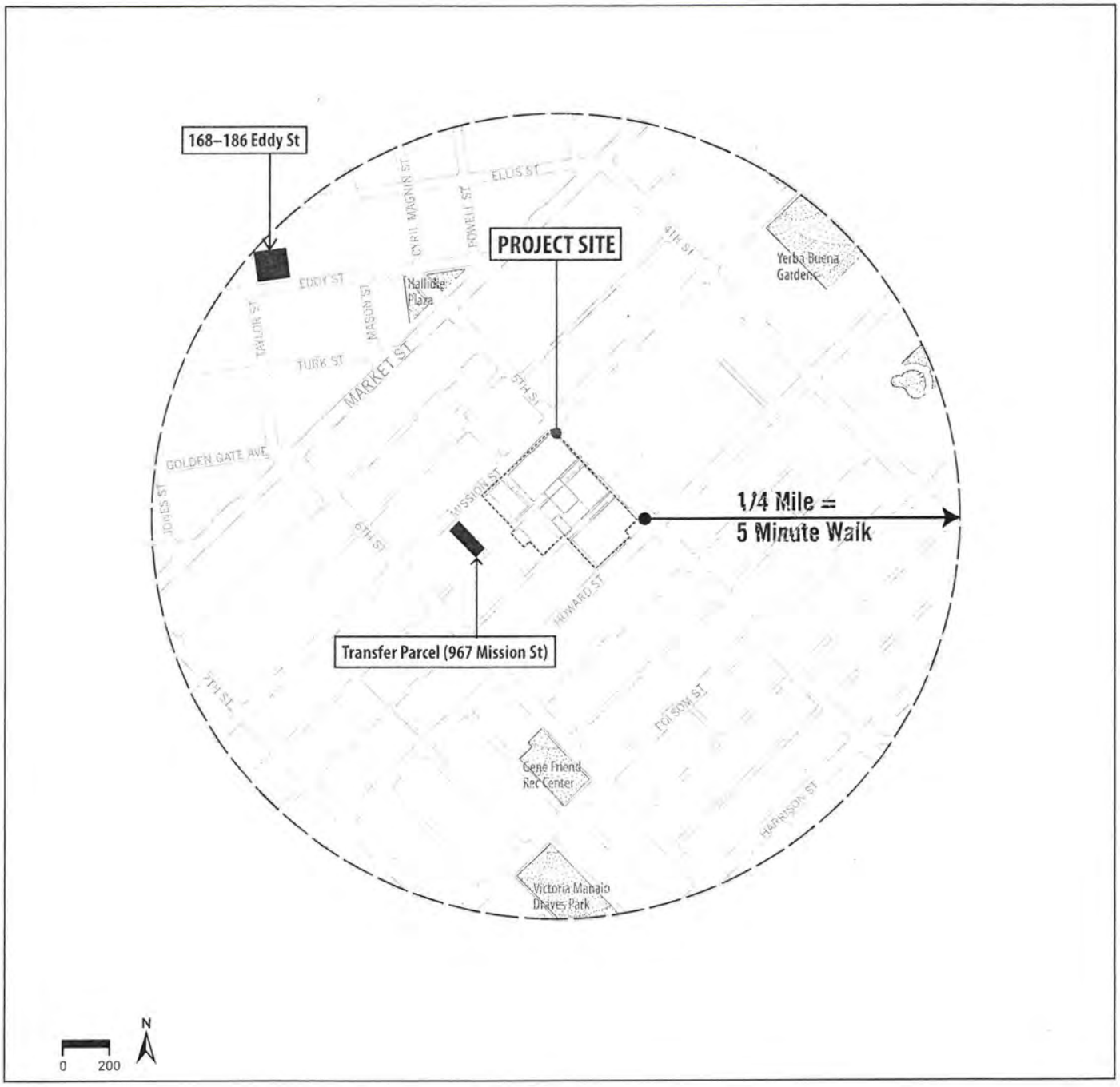
E. Board Authorization.

By approving the Agreement, the Board of Supervisors authorizes the City (including MOHCD, the Director of Property and the Controller) to: (1) accept and expend the Affordable Housing Fees paid by the Developer as set forth in this Exhibit E, and to take such actions as may be reasonably necessarily to create the proposed affordable housing units as described in this Exhibit E; and (2) to accept the Transfer Parcel and utilize the Transfer Parcel, or alternatively to accept the Transfer Parcel Payment and use it for affordable housing within the Housing Impact Area, each as provided in the Schedule 2. As to M-2 Building, the Board of Supervisors also: (1) authorizes and encourages MOHCD to use good faith reasonable efforts to assist, in a timely manner, Developer in connection with any and all applications relating to the Available Funding Sources to the California Tax Credit Allocation Committee, and the California Debt Limit Allocation Committee ("**CDLAC**"), and the issuance of any tax-exempt bond financing awarded by CDLAC with respect to any multifamily rental housing, and 2) authorizes City staff and agrees, subject to applicable Board approvals and the receipt of CDLAC allocation, to use good faith reasonable efforts to assist with the issuance of multifamily housing revenue bonds, or alternatively, to allow for an alternative bond issuer to do so. Subject to necessary Board of Supervisor approvals, the City intends to be the issuer of the bonds needed for the M-2 Rental Building.

The City also agrees that any interest earned on any the Affordable Housing Fees shall remain in designated accounts for use by MOHCD for affordable housing consistent with this Exhibit E and shall not be transferred to the City's general fund.

Notwithstanding the foregoing, nothing herein shall prevent or limit the absolute discretion of the City to conduct environmental review in connection with any future proposal for development on the Transfer Parcel or any other site within the Housing Impact Areas, to make any modifications or select feasible alternatives to such future proposals as may be deemed

necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not to proceed with such future proposals and to obtain any applicable permits or other authorization for uses on the Transfer Parcel or any other site within the Housing Impact Area.


168–186 Eddy St
PROJECT SITE
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5 Minute Walk
Transfer Parcel (967 Mission St)
ELLIS ST
EDDY ST
TURK ST
MARKET ST
GOLDEN GATE AVE
MISSION ST
HOWARD ST
FOLSOM ST
HARRISON ST
CYRIL MAGNIN ST
POWELL ST
MASON ST
TAYLOR ST
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Hallidie Plaza
Yerba Buena Gardens
Gene Friend Rec Center
Victoria Manalo Draves Park
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Schedule 2

Form of Transfer Agreement

TRANSFER AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

5M PROJECT, LLC, a Delaware limited liability company

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AGREEMENT

FOR TRANSFER OF REAL ESTATE

This Agreement for Transfer of Real Estate (the "Agreement") is effective as of _____, _____, [the effective date of the Development Agreement] (the "Effective Date"), by and between 5M Project, LLC, a Delaware limited liability company (the "Owner") and the City and County of San Francisco, a municipal corporation ("CCSF"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. CCSF and Owner are concurrently entering into that certain Development Agreement dated as of the Effective Date (the "Development Agreement"). The Development Agreement provides for the redevelopment of the approximately 4-acre property located off-of or between Mission, Fifth and Howard Streets (the "Project Site").

B. The Development Agreement, and in particular the Affordable Housing Program attached as Exhibit E to the Development Agreement ("Affordable Housing Program"), require that Developer convey or cause certain real property located near the Project Site, at 967 Mission Street, San Francisco, and as more particularly described in Exhibit A hereto (the "Property"), to be conveyed to CCSF for such purpose or purposes as CCSF may, in its discretion determine in a manner consistent with the Affordable Housing Program, including to either be developed by CCSF, or its assignee or transferee, for affordable housing purposes, or for the purpose of funding or assisting in funding development of affordable housing.

C. The Property is currently used as a surface parking lot serving buildings on the Project Site and as an advertising venue with an active illuminated billboard.

D. Subject to the satisfaction of the conditions precedent in this Agreement, CCSF and the Owner desire to provide for the conveyance of the Property to CCSF as set forth in this Agreement to satisfy the requirements of the Affordable Housing Program.

THEREFORE, CCSF and the Owner agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement. Any capitalized term used this in this Agreement that is not defined herein shall have the meaning given to such term in the Development Agreement.

(a) "Affordable Housing Program" is defined in Recital B, as it may be amended from time to time.

(b) "Approvals" as defined in the Development Agreement.

(c) "Close of Escrow" means the date the Grant Deed is recorded in the Official Records.

(d) "Development Agreement" is defined in Recital A.

(e) "Finally Granted" as defined in the Development Agreement.

(f) "Grant Deed" means the grant deed by which the Owner conveys the Property to CCSF in the form attached hereto.

(g) "Hazardous Materials" means:

(1) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code as amended from time to time;

(2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code as amended from time to time;

(3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA (42 U.S.C. Section 9601 et seq., Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clear Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) as amended from time to time; and

(4) any additional wastes, substances or materials which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property.

The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction or maintenance, of residential developments, or typically used in office or residential activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet and saccharine.

(h) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Property or any portion thereof.

(i) "Property" is defined in Recital B above.

(j) "Title Company" means Chicago Title Company, or such other title company as the parties may mutually select.

(k) "Title Report" means that certain title report dated March 5, 2015, issued by the Title Company for the Property.

Section 1.2 Exhibits.

The following exhibits are attached to and incorporated in the Agreement:

Exhibit A: Legal Description of the Property
Exhibit B: Form of Grant Deed

ARTICLE 2.
CONVEYANCE OF PROPERTY

Section 2.1 Conveyance.

Owner shall convey title to the Property to CCSF pursuant to the terms, covenants, and conditions of this Agreement at no cost to CCSF. The Property shall include all rights, privileges, and easements incidental or appurtenant to the land, and all mineral, oil, and gas rights, development rights, air rights, water, water rights, riparian rights and water stock relating to the land. There shall be no contracts, leases, or occupancy rights relating to the Property at the time of conveyance.

Section 2.2 Opening Escrow.

To accomplish the conveyance of the Property from the Owner to CCSF, the parties shall establish an escrow with the Title Company. The parties shall execute and deliver written instructions to the Title Company to accomplish the conveyance, which instructions shall be consistent with this Agreement.

Section 2.3 Close of Escrow.

The Close of Escrow shall occur on the later of (a) the date that the first building permit is issued for either of Building N1 or Building H1, as described in Exhibit B to the Development Agreement, and (b) the satisfaction or waiver of the Owner's Closing Conditions and the CCSF's Closing Conditions.

Section 2.4 Closing Documentation.

The Owner shall submit the following documents into escrow, duly executed by the Owner: (1) the Grant Deed; (2) an affidavit under Section 1445(b)(2) of the Federal Tax Code confirming that the Owner is not a "foreign person" within the meaning of the Federal Tax Code; (3) a California Franchise Tax Board Form 590 certifying that the Owner is a California resident; (4) such resolutions, authorizations, or other partnership documents or agreements relating to the Owner as the Title Company may reasonably require to close escrow and issue title insurance; and (5) a closing statement in form and content satisfactory to the Owner and CCSF. CCSF shall submit the following documents into escrow, duly executed by CCSF: (1) the Grant Deed, accepted by CCSF; (2) such resolutions, authorizations, or other documents or agreements relating to CCSF as the Title Company may reasonably require to close escrow and issue title insurance; and (3) a closing statement in form and content satisfactory to the Owner and CCSF.

Section 2.5 Owner Closing Conditions.

The following conditions for the benefit of the Owner ("Owner's Closing Conditions") shall be satisfied or waived by Owner prior to or concurrently with the Close of Escrow:

(a) The Approvals shall be Finally Granted.

(b) CCSF shall have executed and delivered into escrow the acceptance of the Grant Deed and the other documents required to close escrow in accordance with this Agreement.

(c) There shall exist no condition, event or act which would constitute a breach or default by CCSF, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.

(d) There shall be no pending litigation or other governmental agency proceeding against Owner, CCSF or the Property concerning this Agreement.

(e) CCSF shall have performed all of its obligations under this Agreement, and any CCSF representations and warranties in this Agreement shall be true and correct.

Section 2.6 CCSF Closing Conditions.

The following conditions for the benefit of CCSF ("CCSF's Closing Conditions") shall be satisfied or waived by CCSF prior to or concurrently with the Close of Escrow:

(a) There shall exist no condition, event or act which would constitute a breach or default by the Owner, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.

(b) The Owner shall have executed and delivered into Escrow the Grant Deed and the other documents and funds required to close Escrow in accordance with this Agreement.

(c) Title Company shall be unconditionally prepared and committed to issue a Title Policy insuring fee title to the Property vested in CCSF, subject to the exceptions described in Section 2.7, and in such form as CCSF shall require, upon receipt of payment of the standard premiums paid therefor.

(d) There shall be no pending litigation or other governmental agency proceeding against Owner or CCSF concerning the Property or this Agreement. Any defense of such litigation shall be provided as set forth in the Development Agreement.

(e) The Owner shall have performed all of its obligations under this Agreement and any Owner representations and warranties in this Agreement shall be true and correct.

(f) CCSF shall have approved the physical, legal and environmental condition of the Property, and have determined that the Property is suitable for the development of housing.

(g) The Owner shall have terminated any existing contracts, leases or licenses relating to Property, including contracts with respect to the illuminated billboard on the Property, and removed, or caused to be removed, the billboard from the Property. The Owner shall have removed any cars, vehicles or movable equipment on the Property.

(h) CCSF shall have performed any required environmental review, as set forth in Section 6.19.

Section 2.7 Condition of Title.

Upon the Close of Escrow, CCSF shall have insurable title to the Property which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

(a) applicable building and zoning laws and regulations;

(b) the Grant Deed;

(c) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and

(d) any other exceptions listed in the Title Report.

Section 2.8 Condition of Property.

(a) **"AS IS" PURCHASE. BY CLOSING, CCSF SHALL BE DEEMED TO HAVE APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. CCSF SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE OWNER IS SELLING AND CCSF IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT CCSF IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY**

SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE OWNER OR ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF OWNER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. CCSF AFFIRMS THAT CCSF HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE OWNER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR RELIANCE ON THE EXPRESS REPRESENTATIONS MADE BY THE OWNER IN THIS AGREEMENT, CCSF ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). CCSF UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(b) Acknowledgment. CCSF acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 2.8 are

"conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement and that the Owner would not have agreed to convey the Property to CCSF without the disclaimers and other agreements set forth in this Section 2.8. The Owner is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person (other than the Owner). CCSF has fully reviewed the disclaimers and waivers set forth in this Agreement with counsel and understands the significance and effect thereof.

(c) CCSF's Release of the Owner. CCSF, on behalf of itself and anyone claiming by, through or under CCSF, hereby waives its right to recover from and fully and irrevocably releases the Owner and its members, partners, employees, officers, directors, representatives, agents, related and affiliated entities, successors and assigns (the "Released Parties") from any and all claims, responsibility and/or liability that CCSF may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement; provided the foregoing release does not apply to a breach of any representation or warranty by the Owner under this Agreement, subject to the survival period set forth in Section 6.12.

(d) Scope of Release. In connection with the release in Section 2.8(c), CCSF expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

BY PLACING ITS INITIALS BELOW, CCSF SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT CCSF WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Initialed on behalf of CCSF: _____

Section 2.9 Costs of Escrow and Closing.

Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from the Owner to CCSF. The Owner shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any other costs and charges of the escrow to complete the Close of Escrow. The Owner shall be responsible for all costs incurred in connection with the prepayment or satisfaction of

any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges, and the cost of removing any Title Defects.

ARTICLE 3.
PRIOR TO CLOSE OF ESCROW

Section 3.1 Responsibilities.

It shall be the responsibility of CCSF to coordinate, schedule and conduct all required reviews, inspections and due diligence with respect to its proposed use or disposition of the Property. It shall be the responsibility of the Owner to remove or cause to be removed existing vehicles, movable equipment and the existing billboard(s) from the Property. The Owner shall not permit the construction of any improvements on the Property from the effective date of this Agreement to the Close of Escrow.

Section 3.2 Title Defects.

(a) If after the date of this Agreement and prior to the Close of Escrow any claim of lien, encumbrance, covenant, assessment, easement, lease or other similar title encumbrance is filed against the Property ("Title Defects"), then the Owner shall, within twenty (20) days after receiving notice of the Title Defect, either remove the Title Defect of bond over or otherwise cause the release of the Title Defect in form reasonably acceptable to CCSF and the Title Company.

(b) If the Owner fails to discharge any Title Defect in the manner required in this Section 3.2 before the Close of Escrow, then in addition to any other right or remedy, CCSF may (but shall be under no obligation to) discharge such Title Defect at the Owner's expense. Alternatively, CCSF may require the Owner to immediately deposit with CCSF the amount necessary to satisfy such Title Defect and any costs, pending resolution thereof. CCSF may use such deposit to satisfy any Title Defect that is adversely determined against the Owner.

Section 3.3 Inspections.

(a) Upon not less than 24 hours' notice the Owner shall permit and facilitate, and shall require its agents, employees and contractors to permit and facilitate, observation and inspection at the Property by or on behalf of CCSF and its agents, consultants, employees and contractors, during reasonable business hours after the Effective Date and prior to the Close of Escrow for the purposes of conducting such due diligence as CCSF determines to be necessary or appropriate; provided, however, no invasive testing shall be performed on the Property, except as permitted by Section 3.3(b). CCSF has received a copy of that certain Phase I Environmental Site Assessment, San Francisco Chronicle Mission Street Campus, prepared by PANGEA Environmental Services, dated April 18, 2008 which relates to the Property (and certain additional properties) which has been updated by PANGEA Environmental Services on _____, 2015. The Owner agrees to deliver to CCSF all documents and file materials regarding the environmental condition of the Property, including any Hazardous Materials that may have come to be located in, on or beneath the Property, to the extent in Owner's Possession, within ten (10) days following the execution of this Agreement. Such documents and file materials shall be delivered without any representation or warranty regarding the correctness,

accuracy or completeness of such documents and file materials. As used in this Section 3.3, the term "Owner's Possession" means those documents and file materials that are known to Owner and that are in Owner or its affiliates possession or control. CCSF shall rely entirely upon its own investigations, inspections and due diligence as to the condition or suitability of the Property for its intended purpose.

(b) CCSF and its agents, employees, and representatives shall have a right of access to the Property commencing on the date that the Approvals are Finally Granted for the sole purpose of conducting a geotechnical analysis as may be required to evaluate engineering issues related to the construction of improvements on the Property; provided, however, no other intrusive testing shall be permitted without Owner's prior written approval, which may be granted or withheld in Owner's sole discretion. If CCSF desires to perform such geotechnical analysis, CCSF shall first obtain Owner's prior written approval (which approval shall not be unreasonably withheld or delayed) to CCSF's written protocol for conducting any invasive geotechnical testing. CCSF shall provide to Owner for its review a proposed written protocol for invasive testing not less than fifteen (15) business days prior to the date CCSF intends to commence such testing. CCSF shall deliver to Owner copies of any finalized geotechnical analysis related to the Property that CCSF orders or has conducted. In the course of its investigations: (i) CCSF shall, and shall cause its agents, employees and representatives to, use commercially reasonable efforts to minimize interference with the activities of Owner, and (ii) CCSF shall comply with all applicable safety protocols for such testing.

(c) Prior to any entry or inspection of the Property, CCSF or its agents and contractors shall provide Owner with evidence of insurance coverage (in commercially reasonable amounts) by providing Owner with a copy of an insurance certificate naming Owner as an additional insured. CCSF and its agents and contractors shall keep the insurance evidenced by such certificate in effect during the pendency of this Agreement. CCSF shall keep the Property free and clear of any liens caused by CCSF or its agents, employees and contractors and will indemnify, defend, and hold Owner harmless from all claims and liabilities asserted against Owner caused by CCSF, its agents, employees, or contractors entry onto or use of the Property. If any inspection or test damages the Property, CCSF will restore the Property to substantially the same condition as existed prior to any such inspection or test. CCSF waives all rights of subrogation against Owner and its agents, representatives, officers, directors and employees for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Agreement. CCSF's obligations under this Section 3.3(c) shall survive the Close of Escrow and any termination of this Agreement.

Section 3.4 Taxes and Assessments.

The Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefit, withholding, sales, and other taxes assessed against it, or payable by it, relative to the Property prior to the Close of Escrow; provided, however, that the Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Owner exercises its right to contest any tax, assessment, or charge against it, (a) CCSF may extend the Close of Escrow until the contest has been finally determined, and (b) the Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with

all costs, charges and interest. In no event shall CCSF be required to close during the pendency of any tax contest.

Section 3.5 Hazardous Materials.

(a) From the Effective Date and until the Close of Escrow, Owner may not cause or permit the use and operation of the Property to be in violation of any Hazardous Materials Law, and Owner may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except for cleaning materials and other materials commonly used in connection with the operation of the Property for surface parking lot purposes, but not including vehicle maintenance.

(b) Owner shall immediately advise CCSF in writing if at any time prior to Close of Escrow (1) it receives written notice of any Hazardous Materials claims, (2) the Owner learns that a release of any Hazardous Material has occurred in or around the Property, and (3) the Owner discovers any occurrence or condition on any real property adjoining the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) CCSF shall have the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to CCSF (or counsel of its own choice if a conflict exists with Owner) in any legal proceedings or actions initiated in connection with any Hazardous Materials claims arising after the Effective Date and prior to Close of Escrow and to have its reasonable attorneys' fees in connection therewith paid by Owner. Nothing shall require CCSF to join or participate, or to accept the Property if CCSF becomes aware of any Hazardous Materials claim in or around the Property.

Section 3.6 Notice of Litigation.

Owner shall promptly notify CCSF in writing of any existing or threatened (in writing) litigation affecting Owner or the Property prior to Close of Escrow.

ARTICLE 4.
ALTERNATIVE PERFORMANCE

If (A) there is no default by Owner under this Agreement but (i) CCSF is not prepared to take title and proceed with the Close of Escrow on the Property in accordance with the schedule described Section 2.3, and (ii) the failure of the Close of Escrow would delay or prevent the issuance or grant of a Subsequent Approval under the Development Agreement (unless any such condition to issuance of a subsequent approval under the Development Agreement is waived by CCSF); or (B) CCSF elects at any time prior to the Close of Escrow, in the exercise of its discretion not to take title to the Property, then CCSF may elect to require the Owner to pay to CCSF cash in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000; the "Backup Payment") instead of transferring the Property to CCSF under this Agreement. CCSF shall notify the Owner of its election to accept the Backup Payment, in which case the parties agree to meet and confer for a period of thirty (30) days to determine whether there are any issues that can be resolved in order for CCSF to accept title to the Property. If, following the

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications.

Formal notices, demands, and communications between the Owner and CCSF shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, or delivered personally, to the principal office of the Owner and CCSF as follows:

CCSF: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue
5th Floor
San Francisco, CA 94103
Attention: Director

with a copy to:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Real Estate/Finance Team – 5M Project

Owner: 5M Project, LLC
5 Third Street, Suite 200
San Francisco, CA 94103-3202
Attention: Martin Cepkauskas

with a copy to:

Forest City Residential Development, Inc.
875 Howard Street, Suite 330
San Francisco, CA 94103
Attention: Alexa Arena, Senior Vice President

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 6.1.

meet and confer period, CCSF elects not to take title, it shall notify the Owner of such determination and the Owner shall make the Backup Payment to CCSF within thirty (30) days following the notification. Notwithstanding the foregoing, if CCSF fails to make such election on or before the date which is six (6) months following the date that the first building permit is issued for either Building N-1 or Building H-1, as described in Exhibit B, Owner shall give to CCSF written notice of the expiration of the six (6) month period, and if CCSF does not make an election within 10 days following receipt of the notice, then CCSF shall be deemed to have elected to accept the Backup Payment and the Owner shall make the Backup Payment to CCSF within forty-five (45) days after the expiration of such six (6) month period. Upon CCSF's receipt of the Backup Payment, Owner's obligations to CCSF under this Agreement and the Development Agreement with respect to the Property shall be deemed satisfied, and this Agreement will terminate without further notice or action by either party.

ARTICLE 5.
DEFAULT AND REMEDIES

Section 5.1 Default.

In the event CCSF or Owner fails to perform such party's obligations under this Agreement (except as may be caused or excused by the other party's default), including without limitation, failure to convey the Property within the time and in the manner set forth herein, the party claiming default shall first notify the other party in writing of its purported breach or failure, giving that party forty-five (45) days from receipt of such notice to cure or, if cure cannot be accomplished within forty-five (45) days, to commence to cure such breach, failure, or act. In the event the default is not cured within said forty-five (45) days, or if the breach or failure is of such a nature that it cannot be cured within forty-five (45) days, the defaulting party shall commence to cure and diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days. Thereafter, if the default is not cured then the non-defaulting party shall be afforded all of its rights at law or in equity, by taking all or any of the following remedies: (a) waive such default; (b) prosecuting an action for actual damages (according to proof) or specific performance; and (c) terminating this Agreement.

Notwithstanding anything to the contrary above, it shall not be a CCSF default to fail to take the Property for any reason, so long as CCSF is willing to accept the Backup Payment or to extend the Close of Escrow if needed (and, in connection with any such extension, to continue to issue Subsequent Approvals during any period in which the Owner is not in default under this Agreement).

Section 5.2 Remedies Cumulative.

Except as expressly stated in this Agreement to the contrary, no right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.2 Forced Delay.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God, or other deities; acts of terrorism or the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of CCSF); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) days of receipt of the notice. Times of performance under this Agreement may also be extended by mutual agreement of the parties in writing.

Section 6.3 Title of Parts and Sections.

Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 6.4 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 6.5 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this Section 6.5 shall survive expiration of the Close of Escrow or the termination of this Agreement, and shall remain in full force and effect.

Section 6.6 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.7 Legal Actions and Attorneys' Fees.

Any legal action commenced to interpret or to enforce the terms of this Agreement shall be filed in the Superior Court of the County of San Francisco. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney's fees and costs incurred in such action. For purposes of this Agreement, reasonable attorneys' fees of CCSF's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred.

Section 6.8 Binding Upon Successors.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the parties expressly releases the Property from the requirements of this Agreement.

Section 6.9 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

Section 6.10 Time of the Essence.

In all matters under this Agreement, the parties agree that time is of the essence.

Section 6.11 Action by CCSF.

Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by CCSF is required or permitted under this Agreement, such action may be given, made, or taken by the Director of the Mayor's Office of Housing and Community Development, or by any person who shall have

been designated in writing to the Owner by the said Director, without further approval by the Board of Supervisors. Any such action shall be in writing.

Section 6.12 Representation and Warranties of Owner.

The Owner hereby represents and warrants to CCSF as follows:

(a) Organization. The Owner is a duly organized, validly existing Delaware limited liability company, and is in good standing under the laws of the State of California and has the power to own its property and carry on its business as now being conducted.

(b) Authority of Owner. The Owner has full power and authority to execute and deliver this Agreement, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under the Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Owner, or any provision of the organizational documents of the Owner, or will conflict with or constitute a breach of or a default under any agreement to which the Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of the Owner, other than liens established pursuant hereto.

(f) Pending Proceedings. The Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's ability to perform its obligations under this Agreement.

(g) Hazardous Materials. In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the Owner hereby represents and warrants that it has no

knowledge of, and no reasonable cause to believe that any release of Hazardous Materials has come to be located in, on or beneath the Property, except: (i) Owner discloses the possibility of gasoline, diesel or other vehicle fluids or exhaust associated with the surface parking lot use of the Property (yet the Owner has no knowledge of any actual Hazardous Material in, on or beneath the Property), (ii) as otherwise contained in any documents provided by Owner to CCSF prior to the Close of Escrow, or (iii) as otherwise known or discovered by CCSF prior to the Close of Escrow.

The Owner on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless CCSF and its successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty made by the Owner in this Agreement. The provisions of this Section 6.12 shall survive beyond the Close of Escrow for a period of twelve (12) months and no claim for a breach of a representation or warranty shall be actionable or payable unless CCSF commences a legal action for such breach within such six-month period.

Section 6.13 Entire Understanding of the Parties.

This Agreement (together with the Development Agreement) constitutes the entire understanding and agreement of the parties. All prior discussions, understandings and written agreements are superseded by this Agreement. The parties' respective counsel have read and reviewed this Agreement and agree that any rule of construction (including, but not limited to Civil Code Section 1654, as may be amended from time to time) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Section 6.14 Amendments.

The parties can amend this Agreement only by means of a writing executed by the Owner and CCSF.

Section 6.15 Counterparts; Multiple Originals.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 6.16 General Condition.

While this Agreement anticipates that the Property, after the Close of Escrow, may be used by CCSF to develop affordable low-income housing, or sold, mortgaged, or otherwise used by CCSF to finance affordable housing, unless the rights and obligations of the parties are liquidated as provided in Article 5, there are no terms or description of any such possible future development, which are not known or can be known and therefore any such future possible development is entirely speculative and uncertain. CCSF is under no legal obligation to use the Property for said purpose, or any other purpose, or on any schedule or description. Accordingly, CCSF retains absolute discretion before and after the Close of Escrow: to determine the nature, purpose, scope and schedule for any future use of the Property; to approve or deny necessary permits, authorizations or agreements in connection therewith; to modify or design any such

project as may be necessary to mitigate significant environmental impacts in connection therewith; to select other feasible alternatives or adopt feasible mitigation measures to avoid or substantially lessen significant environmental impacts prior to taking final action if such significant impacts cannot be avoided; or to determine not to proceed with a project on the Property, or to proceed to accept the Backup Payment under this Agreement and not to proceed to Close of Escrow. The parties acknowledge and agree that if the Development Agreement terminates prior to the Community Benefit obligation to which this Agreement pertains, this Agreement shall concurrently terminate with the Development Agreement.

Section 6.17 Notification of Limitations on Contributions.

Through its execution of this Agreement, the Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Owner acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. The Owner further acknowledges that the prohibition on contributions applies to each member of the Owner's board of directors, and the Owner's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in the Owner; any subcontractor listed in the contract; and any committee that is sponsored or controlled by the Owner. Additionally, the Owner acknowledges that the Owner must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 6.18 Non-Liability of Officials, Employees and Agents.

Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of CCSF shall be personally liable to the Owner or its successors and assigns, in the event of any default by CCSF, or for any amount which may become due to the Owner or its successors and assigns, under this Agreement.

Notwithstanding anything to the contrary in this Agreement, no individual member, partner, employee, officer, director, representative, or agent of the Owner or its affiliates shall be personally liable to CCSF or its successors and assigns, in the event of any default by the Owner, or for any amount which may become due to CCSF or its successors and assigns, under this Agreement.

Section 6.19 Environmental Review.

Subject to the limitations on invasive testing set forth in Section 3.3(b), no other provision in this Agreement shall prevent or limit the absolute discretion of CCSF to conduct environmental review in connection with any future proposal for development on the Property, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not proceed with such future proposals, and to obtain any applicable permits or other authorization for uses on the Property.

[Signatures on following page.]

IN WITNESS WHEREOF, the County and the Owner have executed this Agreement as of the Effective Date.

OWNER:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____
Martin Cepkauskas
Vice President

CCSF:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
CITY ATTORNEY

By: _____
Charles Sullivan
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Outlier Parcel

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

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

EXHIBIT B

Transfer Parcel Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City and County of San Francisco
25 Van Ness Ave., 4th Floor
San Francisco, CA 94102
Attn: Director of Property (MOHCD Property)

MAIL TAX STATEMENTS TO:

[same as above]

(Above Space for Recorder's Use Only)

Exempt from documentary transfer tax pursuant to California Revenue and Taxation Code §11922. Exempt from recording fees pursuant to California Government Code §27383. Governmental agency acquiring title.

A.P.N.: 3725-086

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, 5M PROJECT, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to THE CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State ("Grantee"), the real property located in the City and County of San Francisco, State of California, as described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single agreement with the same effect as if both parties had signed the same counterpart. Any signature page from any counterpart of this Grant Deed, signed only by one party, may be detached from such counterpart and re-attached to any other counterpart of this Grant Deed signed only by the other party.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of _____, 201___.

5M PROJECT, LLC,
a Delaware limited liability company

By:_____
Martin Cepkauskas
Vice President

ACCEPTANCE BY GRANTEE

Government Code Section 27281

This is to certify that the interest in real property conveyed by the Grant Deed is hereby accepted by the undersigned officer, on behalf of the City and County of San Francisco, as Grantee, pursuant to the authority conferred by Ordinance No. _____, adopted by the San Francisco Board of Supervisors on _____, and Grantee consents to the recordation of this Grant Deed.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 2015.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:_____
Name: John Updike
Its Director of Property

EXHIBIT 1

TO DEED

LEGAL DESCRIPTION

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

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit F

Workforce Agreement

Developer shall make contributions and require Project Sponsors, Contractors, Consultants, Subcontractors and Subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end use phases of the Project, as set forth in this Exhibit F.[1]

A. Workforce Job Readiness and Training Funds.

The Project shall contribute to OEWD $1,500,000 (One Million Five Hundred Thousand Dollars) to support workforce job readiness and training ("**Workforce Job Readiness and Training Funds**"). Such funds shall be paid to OEWD at the time and allocated to and used as provided in Exhibit D to this Agreement. Priority for OEWD's use and allocation of Workforce Job Readiness and Training Funds shall be to organizations with an existing track record of working in the impacted communities within District 6.

1. Barrier Removal Funds. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to reducing barriers to employment for at-risk populations, including low-income youth and young adults with histories of incarceration, homelessness, substance abuse or other factors that may create barriers to employment ("**Barrier Removal Funds**"). The Barrier Removal Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Barrier Removal Funds will be used to train enrolled individuals in areas such as life skill training, basic education (including assistance with attaining a GED or driver's license if applicable), job placement and retention services, and wrap-around social services, with a goal of allowing participants to be CityBuild-ready. OEWD shall give priority to allocating the Barrier

[1] Any capitalized term used in this Exhibit F, including its Attachments, that is not defined herein shall have the meaning given to such term in this Agreement.

Removal Funds to increase capacity of an established program. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Barrier Removal Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

2. Job Seeking Resources for Disadvantaged Adults. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to providing job seeking resources for disadvantaged adults, including individuals experiencing homelessness ("**Job Seeking Resources Funds**"). The Job Seeking Resources Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Job Seeking Resources Funds will be generally targeted to programs that include a comprehensive intake process, and that create a culturally competent, individualized plan for each client, including employment goals, training, and barrier removal. The programs may also include working with potential employers regarding any necessary accommodations or training, and ongoing support following job placement. OEWD shall give priority to allocating the Job Seeking Resources Funds to increase capacity of an established program with experience collaborating with other community-based organizations and social services agencies. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Job Seeking Resources Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

3. Paid Information and Communications (ICT) Internships. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to paid ICT internships. According to the San Francisco Controller's Office, the tech sector has accounted for more than 30% of the jobs added in San Francisco since 2010. Yet as tech firms draw talent from across the United States – and across the world – local residents are too often under-represented in the workforce. Paid ICT internships and apprenticeships, both with 5M tenants and with tech firms throughout San Francisco, will provide an opportunity for local residents to gain valuable experience and to

build professional networks in the tech world. The program will prioritize South of Market residents.

4. TechSF – Information and Communications Technology (ICT) Training Program. Approximately $500,000 (Five Hundred Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to the TechSF ICT Training Program. TechSF is an OEWD training academy that provides occupational skills training, work experience opportunities, and job placement assistance to training participants and other individuals working in informational technology fields in various industries. TechSF offers training in high growth ICT occupations including Software Development, Web Design, Motion Graphics, Cloud Services, Network Administration and Support, and other skills in demand to serve a continuum of jobseekers and employers. South of Market residents will be targeted in the program's outreach efforts, and slots will be prioritized for South of Market residents.

5. Specialized Construction Training and Certifications. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to specialized construction training and certifications. OEWD's CityBuild Academy Pre-apprenticeship Training Program is an 18-week construction training program in partnership with City College, trades unions, and employers. Leveraging its existing resources, CityBuild Academy will provide additional specialized training outside of the Pre-apprenticeship Training Program to prepare residents for construction work at 5M. Priority will be given to South of Market residents.

6. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this Exhibit F. The Workforce Job Readiness and Training Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available upon Developer's request.

7. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Workforce Job Readiness and

Training Funds paid by the Developer as set forth in this Exhibit F. The Board of Supervisors also agrees that any interest earned on any the Workforce Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Exhibit F and shall not be transferred to the City's general fund.

B. **First Source Hiring Program.**

1. Each Project Sponsor shall, with respect to each Workforce Building[2], (i) include in each Contract for construction work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A before beginning any construction work, and (ii) provide a signed copy thereof to the First Source Hiring Administration ("**FSHA**") and CityBuild within 10 business days of execution.

2. Each Project Sponsor shall, with respect to each Workforce Building, comply with the requirements of San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into leases or other occupancy contracts for commercial space at the Premises that are subject to Chapter 83 with a tenant ("**Commercial Tenant**"), will include in each such contract a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form attached hereto as Attachment B, and (ii) provide a signed copy thereof to the FSHA within 10 business days of execution.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Workforce Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent Entry Level Positions located within the Premises where required under Chapter 83.

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[2] Any capitalized term used in this Section B that is not defined will have the definition given to such term in Attachment A, including the following terms: Contract, Contractor, Entry Level Positions, Project Sponsor, Qualified Economically Disadvantaged Individuals for Entry Level Positions, and Workforce Building.

4. The owners or residents of the individual residential units and any residential Homeowner's Association within the Project shall have no obligations under this Section B and no obligation to enter into a FSHA Construction Agreement or FSHA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA's request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 83 or this Section B. If a Project Sponsor fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 of the Agreement..

7. This Section B is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code.

C. **Local Business Enterprise (LBE) Utilization Program.**

Each Project Sponsor of a Workforce Building, as defined in Attachment C, and its respective Contractors and Consultants, shall comply with the Local Business Enterprise Utilization Program set forth in Attachment C hereto.

Attachment A:

First Source Construction Hiring Agreement

This First Source Construction Hiring Agreement ("FSHA Construction Agreement") is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct [specify number of new dwelling units, and/or square feet of commercial space and number of accessory, off-street parking spaces] ("Workforce Building") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this FSHA Construction Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this First Source Construction Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Construction Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce: Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. Economically Disadvantaged Individual: An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. Hiring opportunity: When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on a Workforce Building.

d. Job Notification: Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. New hire: A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. Referral: A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities in the Project Site that require a Permit as defined in Chapter 83.

h. Workforce participation goal: The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for a Workforce Building.

i. Entry Level Position: A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent construction jobs related to the development of a commercial activity.

j. First Opportunity: Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

k. Job Classification: Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

l. Job Notification: Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

m. Publicize: Advertise or post available employment information, including participation in job fairs or other forums.

n. Qualified: An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this FSHA Construction Agreement.

o. System: The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring

requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

p. System Referrals: Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

q. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

r. Project Sponsor. Project Sponsor shall mean [*insert name of applicable Developer or Workforce Building owner]* , including any successor during the term of this FSHA Operations Agreement.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-Level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract for each Workforce Building:

i. On Attachment A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on each Workforce Building for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff in completing the CityBuild Workforce Hiring Plan Form 2, to identify, by trade, the number of Core workers at Workforce Building project start and the number of workers at Workforce Building project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

v. A negotiated and signed CityBuild Workforce Hiring Plan Form 2 will constitute the First Source Hiring Plan for each Workforce Building as required under Chapter 83.

b. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry

Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the Workforce Building.

c. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

   i. If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

   ii. After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

d. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the First Opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable Collective Bargaining Agreements as defined in Section 8 below. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this FSHA Construction Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this FSHA Construction Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction of a Workforce Building Attachment A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this FSHA Construction Agreement. Such review shall be conducted by FSHA in accordance with Section 11 (c) below.

c. Meet with the Workforce Building project's Project Sponsor, general contractor, or CityBuild representative to review and discuss the plan to meet local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review hiring projections and goals for this Workforce Building project. Contractor must take active steps to advise all of its subcontractors of the local hiring obligations on the Workforce Building project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the Workforce Building project.

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying expected hiring needs during the Workforce Building project's duration.

f. Notify the respective union(s) regarding local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate the union's Collective Bargaining Agreement(s).

g. Reserve "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable Collective Bargaining Agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on this project in a timely matter in order to facilitate CityBuild's notification to these unions of the Workforce Building project's workforce requirements.

i. Submit a "Job Request" form to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that Contractor has contacted CityBuild as part of its local hiring obligations.

j. The Contractor has an ongoing, affirmative obligation and must advise each of its subs of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the Workforce Building project, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Contractor will request a meeting with the Workforce Building project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Workforce Building project, source of hire, and any other pertinent information as pertain to compliance with this FSHA Construction Agreement.

m. Maintain accurate records of efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor through a San Francisco CBO whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Contractor on a Workforce Building project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and minimum hiring goals using Form 2: the CityBuild Workforce Hiring Plan, provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this FSHA Construction Agreement. Contractor shall

ensure that this FSHA Construction Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this FSHA Construction Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this FSHA Construction Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this FSHA Construction Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Construction Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this FSHA Construction Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this FSHA Construction Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this FSHA Construction Agreement; and

g. Monitor the performance of the FSHA Construction Agreement by examination of records of Contractor as submitted in accordance with the requirements of this FSHA Construction Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this FSHA Construction Agreement.

12. DURATION OF THIS AGREEMENT

This FSHA Construction Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this FSHA Construction Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

13. NOTICE

All notices to be given under this FSHA Construction Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Project Sponsor:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This FSHA Construction Agreement and the 5M Development Agreement contain the entire agreement between the parties to this FSHA Construction Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This FSHA Construction Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Contractor, their obligations shall be joint and several.

15. SEVERABILITY

If any term or provision of this FSHA Construction Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this FSHA Construction Agreement shall not be affected.

16. COUNTERPARTS

This FSHA Construction Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. HEADINGS

Section titles and captions contained in this FSHA Construction Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSHA Construction Agreement or the intent of any of its provisions

18. GOVERNING LAW

This FSHA Construction Agreement shall be governed and construed by the laws of the State of California, and interpreted consistent with the requirements of Chapter 83.

IN WITNESS WHEREOF, the following have executed this FSHA Construction Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FIRST SOURCE HIRING PROGRAM
ATTACHMENT A-1 - CITYBUILD
CONSTRUCTION CONTRACTS

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.
All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.
The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.
It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.
All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.

Construction Project Name: _____

Construction Project Address: _____

Projected Start Date: _____

Contract Duration: _____ *(calendar days)*

Company Name: _____

Company Address: _____

Main Contact Name: _____

Main Phone Number: _____

Main Contact Email : _____

Name of Person with Hiring Authority: _____

Hiring Authority Phone Number: _____

Hiring Authority Email: _____

_____ _____ _____
Name of Authorized Representative | Signature of Authorized Representative* | Date

By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.

Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite.
"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
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		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		

FOR CITY USE ONLY: CityBuild Staff: _____ Approved: Yes □ No □ Date: _____
Reason: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FIRST SOURCE HIRING PROGRAM
CITYBUILD ATTACHMENT 4
CONSTRUCTION CONTRACTS

FORM 4: FIRST SOURCE SUMMARY REPORT

Reporting Period (Month/Year): _____

Project Name: _____ Project Address: _____ Company Name: _____ Date: _____

Contractor Representative: _____ Signature: _____ Email: _____ Contact Number: _____

COUNT	LAST	FIRST	ZIP CODE	JOURNEY/ APPRENTICE	CRAFT	REFERRAL SOURCE	NEW HIRE	DATE OF HIRE (New Hires Only)
1 (e.g.)	Doe	John	94080	JOURNEY	LABORER	Union	YES	1/1/2012
2 (e.g.)	Doe	Jane	94124	APPRENTICE	CARPENTER	CityBuild	YES	2/1/2012
3 (e.g.)	Piper	Peter	94502	JOURNEY	PILE DRIVER	Core	NO	9/1/2011

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org
2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: *Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information *(Union contractors complete Section B. Otherwise, leave Section B blank)*

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY *Able to Fill* Yes ☐ No ☐

Attachment B: First Source Hiring Agreement
For Business, Commercial, Operation and Lease Occupancy of the Building

This First Source Hiring Agreement (this "FSHA Operations Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of a building permit for 25,000 square feet or more of floor space or construction of ten or more residential units; and,

WHEREAS, the Project Sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Operations Agreement, initially capitalized terms shall be defined as follows:

a. Entry Level Position: Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

b. Workforce System: The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

d. Lessee: Tenant, business operator and any other occupant of a Workforce Building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying a Workforce Building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

e. Project Sponsor shall mean [*insert name of applicable Developer or Workforce Building owner]* , including any successor during the term of this FSHA Operations Agreement.

e. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities within the Project Site that require a Permit as defined in Chapter 83.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Building until the earlier of (a) ten (10) years following the date Lessee opens for business at the Premises, or (b) termination of Lessee's lease or other occupancy agreement, at which time this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this FSHA Operations Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this FSHA Operations Agreement and Attachment B-1 upon entering into leases for the commercial space of the Workforce Building. Lessee

will also accurately complete and submit Attachment B-1 annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee accurately completes and submits Attachment B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this FSHA Operations Agreement.

e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

f. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this FSHA Operations Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the 5M Development Agreement contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or

unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Business Name: _____ **Phone:** _____

Main Contact: _____ **Email:** _____

_____ _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Attachment B and Attachment B-1. Lessee will also complete and submit an Attachment B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☐ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

_____

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.org
Website: www.workforcedevelopmentsf.org

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
Exhibit F
Workforce Agreement

1. Purpose and Scope. This Attachment C ("LBE Utilization Plan") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of each Workforce Building (as defined below), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor of a Workforce Building shall participate in a local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Project Sponsor, Construction Contractor or professional services firm retained to work on a Workforce Building, as the case may be (each, a "Contracting Party") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock or is a specially manufactured item(s), the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of a Workforce Building.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Workforce Building.

e. "Contractor" shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a Workforce Building.

f. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.

g. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

h. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

i. "Project Sponsor" shall mean the project sponsor of a Workforce Building.

j. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Workforce Building.

k. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Workforce Building.

l. "Workforce Building" shall mean all Buildings as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of 10% of the total cost of all Contracts for a Workforce Building awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A).

5. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns and shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. If a Project Sponsor fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

6. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 6 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals, for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (http://mission.sfgov.org/OCABidPublication) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its Prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting

opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

l. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;

m. Quarterly Reports. During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 9 herein; and

n. Meet and Confer. Attend the meet and confer process described in Section 9.

7. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.b, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request

to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 6.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

9. Meet and Confer Process. Commencing with the first Contract that is executed for a Workforce Building, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

11. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)
b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)
c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)
e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
f. Total LBE participation is defined as a percentage of total Contract dollars.

13. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the

Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $10,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.4.3-9.4.5 of the Development Agreement.

15. Duration of this Agreement. This Attachment C shall terminate (i) as to each Workforce Building where work has commenced under the Development Agreement, upon completion of initial construction, including initial tenant improvements, of the Workforce Building, and (ii) for any Workforce Building that has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this Attachment C shall be of no further force and effect.

16. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

EXHIBIT G

Transportation Program

All initially capitalized terms shall have the meaning given in the Definitions section of this Agreement, unless separately defined in this Exhibit.

1. Improvements.

Developer shall construct the street and sidewalk improvements (the "**Improvements**") described in this Section 1 below. The Parties agree to cooperate with one another to complete the Improvements as and when contemplated by this Exhibit, and to take all other actions or proceedings reasonably necessary or appropriate to ensure that the reviews, Subsequent Approvals, and inspections required to complete such Improvements are provided without undue delay and in accordance with this Agreement, provided that nothing in this Exhibit obligates City to spend any sums of money or to incur any costs other than administrative costs incurred in the ordinary course of business, in connection therewith.

Developer shall complete the Improvements described below and depicted on Schedule 1 hereto, each as may be further described in and consistent with the Design for Development, as provided in the respective Building Conditional Use authorization, prior to issuance of a Certificate of Occupancy for each respective Building identified below:

Building	Improvements
Building H-1	Widen the adjacent Fifth Street sidewalk, between Natoma and Howard Streets, from 10 feet to 18 feet (with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Widen Mary Street sidewalk adjacent to Mary Court West, from 5 feet to 10 feet, and install associated streetscape improvements to all sidewalks adjacent to Mary Court West. Convert Mary Street between Minna and Howard Streets to a shared public way. Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building H-1 along Mary Street. Construct and install streetscape and other improvements on

Building	Improvements
	the adjacent Natoma, Fifth, Howard and Mary Street frontages. Install street trees within a 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.[1] Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street.[1]
Building M-2	Convert Mary Street between Mission and Minna Streets to a pedestrian-only alley, the "North Mary Pedestrian Alley", which would thereafter be closed to vehicular and bicycle traffic, and install associated streetscape improvements. Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building M-2 along North Mary Alley. Construct and install streetscape and other improvements on the adjacent Mission Street frontage, and streetscape and other improvements to the Mary Street and Minna Street sidewalk adjacent to Mary Court East constructed with Building M-2.
Building N-1	Widen the western Fifth Street sidewalk between Natoma and Minna Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Construct and install streetscape and other improvements on the adjacent Fifth and Minna Street building frontages.
Building M-1 (Chronicle Building)	Widen the western Fifth Street sidewalk between Minna and Mission Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Construct and install streetscape and other improvements on the adjacent Fifth, Mission and Minna Street frontages.
Examiner Building	Construct and install streetscape improvements on adjacent Minna Street frontage.

[1] Obligations to construct or install Improvements off of, and not adjacent to, the Project Site are expressly conditioned upon obtaining access rights from affected property owner(s). If Developer is not able to secure such rights, then Developer and the City shall meet and confer to identify alternative improvements of equal value for Developer to complete instead.

2. Transit Fee and TSP Contribution.

Developer shall pay a Transit Impact Development Fee ("**Transit Fee**") for use and allocation as described in the Community Benefits Schedule, Exhibit D to the Agreement. Upon receipt, the SFMTA shall have the right to expend the Transit Fee in its sole discretion in accordance with customary SFMTA practice.

Developer shall pay to SFMTA the portion of the 5M Community Benefit Fee at the time and in the manner described in the Community Benefits Schedule, Exhibit D to the Agreement (the "**TSP Contribution**"). The TSP Contribution shall be used by SFMTA to contribute to SFMTA's costs to construct and install pedestrian safety improvements, including but not limited to sidewalks, cross-walks, signal timing and left/right turn pockets, as further described below in this Section 2 (the "**TSP Improvements**"). SFMTA shall be responsible for all additional costs associated with the design, permitting, construction, installation, maintenance and operation of the TSP Improvements beyond the amount of the TSP Contribution. SFMTA's use of the TSP Contributions and the timing of its construction of the TSP Improvements shall be prioritized in the following order:

2.1 Mission Street Mid Block Crossing. Mid-block signalized crosswalk extending north across Mission Street between the North Mary Pedestrian Alley and the San Francisco Mint building, which is estimated to be $400,000.

2.2 SoMa Street Streetscape, Pedestrian Safety and Related Improvements. SFMTA shall use the remaining TSP Contributions for the purpose of designing and constructing streetscape, pedestrian safety, pedestrian realm and related improvements within the impact area identified on Schedule 2 hereto.

3. Fifth Street East Sidewalk and Related Improvements.

As further described in and in accordance with the requirements of the MMRP, Exhibit J to the Agreement, Developer shall fund the design and construction of the following improvements:

3.1 Sidewalk extension of the east sidewalk on Fifth Street between Minna and Mission Streets by 10 to 15 feet;

3.2 Restriping and widening of the east crosswalk at the intersection of Fifth/Mission Streets to 25 feet;

3.3 Traffic and pedestrian signal upgrades at the intersection of Fifth/Mission Streets;

3.4 Restriping of the Minna Street travel lanes between Fifth Street and the Project's garage entrances; and

3.5 New and more visible "Minna Street Garage Entrance" and Garage Full" signs at the Fifth and Mission Garage.

4. TDM Plan.

Developer shall implement the Transportation Demand Management ("**TDM**") Plan consistent with the TDM menu prepared by Fehr and Peers ("**TDM Menu**" attached hereto as Schedule 3), which identifies proposed TDM measures ("**TDM Measures**") for reducing estimated one-way vehicle trips, and establishes numeric goals for each Building associated therewith.

Developer shall undertake the following with respect to monitoring and reporting of compliance with the proposed TDM measures. Developer shall, in consultation with qualified transportation engineers, design a bi-annual survey of residents' and employees' travel behavior as set forth below, conduct the survey and submit a written report ("**TDM Report**") on the status of implementing all TDM Measures, at no cost to the City. The TDM Report will contain the results of the bi-annual survey, and also assess whether the Project is meeting its vehicle-trip reduction target 14 percent[2], as measured against the PM peak projection (set forth in the revised project assessment prepared by LCW Consulting dated April 27, 2015) of 465 trips ("**TDM Goal**"). The TDM Report shall include information on the contribution of each Building described in the TDM Menu in reducing vehicle trips and meeting the aggregate TDM Goal, based on that Building's trip reduction target described in the TDM Menu, and its implementation of TDM measures as described on the TDM Menu. The determination of whether the TDM Goal is being achieved prior to completion of all Buildings covered by the TDM Menu shall be measured in the aggregate for all Buildings that have received certificates of occupancy and are at least 75% occupied. The first survey will be conducted within one (1) year following the certificate of occupancy of the first Building. Additional surveys will be conducted every two years thereafter. The information and analysis regarding achievement of the TDM Goal may be part of the annual review procedure under Section 8.2 of the Agreement, or it may be performed on a separate schedule based upon the timing of the availability information consistent with this Exhibit G.

Each TDM Report will either provide evidence that the Project has (or completed and occupied a portion thereof) achieved the TDM Goal, or if not achieved, provide an explanation of why the TDM Goal has not been reached. If a TDM Report indicates that the Project has not reached the TDM Goal, then the Developer and SFMTA shall meet and confer to determine a reasonably achievable program of additional measures for attaining the TDM Goal.

If SFMTA and the Developer are unable to reach agreement on a program of additional measures for attaining the TDM goal within 90 days of the completion of a TDM Report or such longer period as may be agreed to by both parties, Developer will pay SFMTA $50,000 (Fifty Thousand Dollars), in fiscal year 2015 dollars, adjusted by the Consumer Price Index) within 60 days following the end of the 90-day meet and confer period. These funds will be used by SFMTA solely for transportation demand management or transportation

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[2] This percentage includes a combination of Code-required and additional trip reduction measures, as set forth in the Note to the TDM Menu.

improvements related to the Project traffic impact area as determined by SFMTA. The format of the survey and TDM Report will be developed in consultation with the SFMTA.

The TDM Plan implementation and Developer's related obligations under this Section 4 shall begin for each Building upon issuance of the temporary certificate of occupancy for the Building and remain in effect for a period of 10 years thereafter.

5. Board Authorization and Appropriation. By approving this Agreement, including this Exhibit, the Board of Supervisors authorizes the Controller and City Department to accept the funds paid by Developer as set forth in this Exhibit, to maintain separate, interest-bearing accounts or subaccounts as contemplated in this Exhibit, or otherwise provide for separate accounting of funds paid by Developer and their use, and to appropriate the funds, including interest and earnings, for the purposes described in this Exhibit for the term of the Agreement. Any interest earned on the deposited funds, accounts or subaccounts created under the terms of this Exhibit shall remain in the designated account or subaccount for use consistent with the identified purpose and shall not be transferred to the City's General Fund for other purposes. Any accounts for receipt and use of the TSP Contribution funds described above shall terminate upon the payment by Developer and expenditure by City of the respective TSP Contribution funds.

Notwithstanding the foregoing, nothing herein shall prevent or limit the absolute discretion of the City to conduct environmental review in connection with any future proposal for the TSP Improvements, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not to proceed with such future proposals and to obtain any applicable permits or other authorization for the TSP Improvements.

SCHEDULE 1 - IMPROVEMENTS MAP

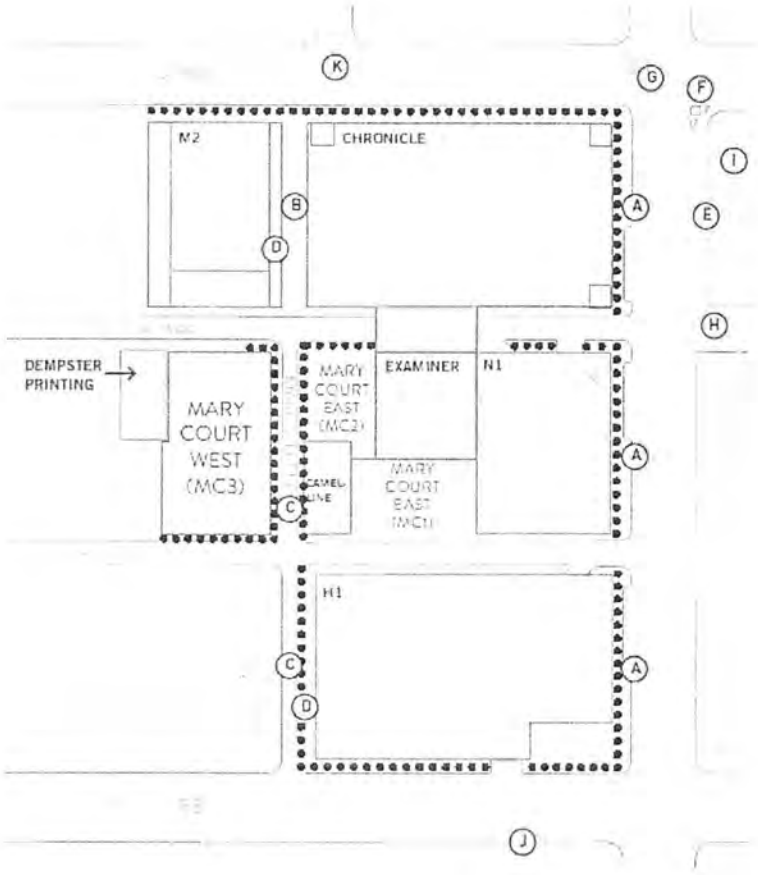
TO BE CONSTRUCTED BY THE PROJECT[1]

- ● ● ● Building-related streetscape improvements (including street trees)
- (A) West sidewalk widening between Mission and Howard Streets (from 10 feet to 18 feet, with 8' foot inset for loading)
- (B) Conversion to North Mary Pedestrian Only Alley
- (C) Conversion to Shared Public Way (including West sidewalk widening of Mary Street between Minna and Natoma, from 5 feet to 10 feet)
- (D) Privately owned pedestrian improvements

TO BE FUNDED BY THE PROJECT, DESIGNED/ CONSTRUCTED BY SFMTA[1]

- (E) East sidewalk widening between Mission and Minna Streets (from 10 feet to 15 feet)
- (F) Crosswalk widening/restriping to 25 feet (East Mission/Fifth Street intersection)
- (G) Traffic/pedestrian signal upgrades at Fifth/Mission Street intersection
- (H) Restriping of the Minna Street travel lanes between Fifth Street and the Fifth/Mission Garage entrances to provide for additional vehicle queueing on Minna Street
- (I) New/more visible "MINNA STREET GARAGE ENTRANCE" and "GARAGE FULL" signs for the Fifth/Mission Garage
- (J) Off-site streetscape improvements (including street trees)
- (K) Mission Street mid-block signalized crosswalk

[1] All proposed improvements are more particularly described in the Transportation Plan.

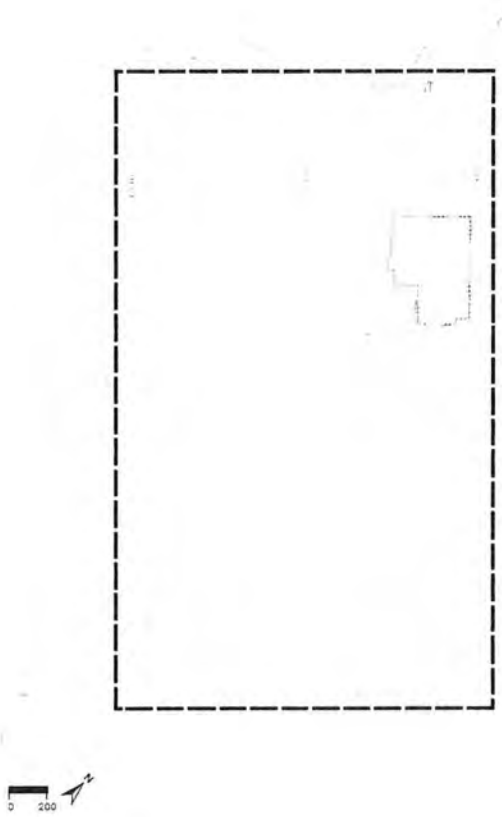


5M PROJECT SAN FRANCISCO

SCHEDULE 2 - TSP CONTRIBUTION IMPACT AREA MAP

DRAFT – 07/07/15

Map depicts potential location of TSP Contribution expenditure as discussed in Transportation Program, Section 2.



5M PROJECT SAN FRANCISCO

Schedule 3 -- TDM Menu

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, prioritize regular turnover and discourage visitors from driving.	6.0%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect Urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	1.7%	-	Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Parking Strategies				8%				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Bike/Ped Amenities				0.1%				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of CDA/HDA dues. Encourage employers to subsidize carshare for employees.	1.1%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential trips only.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.8%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
Trip Reduction from Carshare				2%				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	8.6%	Low to Medium	No	No	Transit subsidy is generally in form of 'commuter check' participation, allowing employees to use up to $130/month toward any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed $65/month.
	12	Rideshare Program - Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	1.4%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or $11.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
Trip Reduction from TDM Program & Other Amenities				6%				
Trip Reduction from Full TDM Plan:				**14%**				

Note: The empirically derived trip generation rates included in the SF Guidelines predate current code and thus do not assume a mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce pre-Code mode share. The City has recently indicated their preference that any mode split adjustments due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 14% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

TDM Menu - Chronicle/Examiner

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, promote regular turnover and discourage visitors from driving.	5.3%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Parking Strategies	8%				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	0.1%				
Carshare	8	Subsidized Carshare Membership	Encourage employers to subsidize carshare for employees.	0.5%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 3 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	1%				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	5.3%	Low to Medium	No	No	Transit subsidy is generally in form of "commuter check" participation, allowing employees to use up to $130/month toward any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed $65/month.
	12	Rideshare Program + Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	2.1%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	8%				
			Trip Reduction from Full TDM Plan:	**17%**				

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 17% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

TDM Menu - M2

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage patrons to consider alternatives to driving and promote regular turnover	4.5%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	3.0%	-	Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Parking Strategies	**7%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	0.7%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**1%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**1%**				
			Trip Reduction from Full TDM Plan:	**9%**				

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 9% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

TDM Menu - N1

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage patrons to consider alternatives to driving and promote regular turnover	1.2%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	5.2%	-	Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
			Trip Reduction from Parking Strategies	**6%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	1.2%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**2%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	14	Real-time Information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**1%**				
			Trip Reduction from Full TDM Plan:	**9%**				

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 2% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

TDM Menu - H1

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, promote regular turnover and discourage visitors from driving.	8.2%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Parking Strategies	**8%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of CDA/HDA dues. Encourage employers to subsidize carshare for employees.	0.6%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**1%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	6.2%	Low to Medium	No	No	Transit subsidy is generally in form of "commuter check" participation, allowing employees to use up to $130/month toward any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed $65/month.
	12	Rideshare Program - Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	2.5%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**9%**				
			Trip Reduction from Full TDM Plan:	**18%**				

Note: The emissions derived does frame demand rates included in the SF Guidelines presume current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are part of what would be the amenities to reduce project auto mode share. The City has recently indicated that preference is that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 18% above includes Code-required measures but the 14% and 16% bars below are presented to show what the sponsor is committing to above and beyond Code.

TDM MEASURE APPLICABILITY BY USE

	Measure	Office	Residential	Restaurant	Retail
1.	Parking Pricing & Regulation	X		X	X
2.	Unbundled Parking		X		
3.	Real-Time Parking Info	X		X	X
4.	Bike Share Availability	X	X	X	X
5.	Bicycle Parking	X	X	X	X
6.	Showers & Lockers	X			
7.	Bike Repair Station or Services	X	X		X
8.	Subsidized Carshare	X	X		
9.	Carshare Parking	X	X	X	X
10.	TDM Coordinator	X	X	X	X
11.	Transit Subsidy (Office)	X			
12.	Rideshare Program + Preferential Carpool Parking	X			
13.	Web-based ridematching	X			
14.	Real-time information for motorists / transit riders	X	X	X	X
15.	On-Site Daycare/Daycare Brokerage Services	X	X		
16.	Multimodal Wayfinding Signage	X	X	X	X
17.	Provide/Facilitate Delivery Services	X	X		

Source: Fehr & Peers, 2015

Exhibit H

Arts Program

Developer shall make contributions and undertake activities to support facilities and programs for the arts and culture as set forth below.[1] The Arts Capital Funds, Arts Programming Funds and Non-Profit Arts Facilities Funds shall be paid on or before the dates specified in Exhibit D for the uses described in this Exhibit.

A. Dempster Building Transfer.

Developer shall contribute the Dempster Building as and when provided in this Agreement, to the Community Arts and Stabilization Trust ("CAST") or to another nonprofit organization, as set forth in Section 7.8 to this Agreement, to be used for a mix of organizations that provide programs and services to benefit the community, with a focus on underserved communities in the vicinity of the Project Site, and emphasizing non-profit community based arts and culture-focused organizations, as well as other community-serving uses such as youth programming and workforce development.

B. Public Art Fee.

Developer shall make Public Art Fee contributions in accordance with Section 5.4.2.1 of this Agreement. As provided therein, (i) sixty percent (60%) of the of the Public Art Fee shall be allocated to and used for capital expenditure ("Arts Capital Funds"), and (ii) forty percent (40%) shall be used for public art and cultural programming ("Arts Programming Funds"), all as described in Section 7.8 of this Agreement. In addition to the Public Art Fee contributions, Developer shall contribute Six Hundred Thousand Dollars ($600,000) for the Non-Profit Arts Facilities Fund, as described below. The Public Art Fee and Non-Profit Arts Facilities Fund contributions shall be paid to the City Treasurer, to be distributed to the San Francisco Arts

[1] Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement.

Commission ("Arts Commission") at the time and allocated as provided in Exhibit D to this Agreement for the uses set forth below.

1. Arts Capital Funds. The Arts Capital Funds shall be distributed by the Arts Commission to CAST or to another nonprofit organization, as set forth in Section 7.8 to this Agreement, to be used for the payment of capital costs, including, without limitation, the costs of interior and exterior design, engineering, and construction, relating to the redevelopment of the Dempster Building for the uses set forth in Section A above.

2. Arts Programming Funds. The Arts Programming Funds shall be distributed by the Arts Commission for use on the Project Site in accordance with its standard procedures and Planning Code Section 429 and Administrative Code Section 10-100-29 (the "Public Artwork Trust Fund"), as the same are modified by this Exhibit H. For purposes of this Section 2, references to the Arts Commission shall be to the Arts Commission acting by and through its Director of Cultural Affairs.

a. Arts Program Development, Oversight and Curation Funds. Ten percent (10%) of the Arts Programming Funds shall be distributed by the Arts Commission to CAST or such other non-profit entity designated pursuant to Section 7.8 that is operating the Dempster Building. Such funds shall be paid in the amount and at the time specified in Exhibit D and distributed annually in equal installments over an approximately five year period. Such funds shall be used to oversee, coordinate and curate public art and cultural programming in the publicly accessible open spaces within the Project Site, working in collaboration with the grantees of Arts Programming Funds pursuant to Section b. below and the Director of Cultural Affairs.

b. Arts Program Competitive Grant Funds. Ninety percent (90%) of the Arts Programming Funds shall be distributed by the San Francisco Arts Commission to San Francisco-based non-profit arts entities and artists through a competitive grant process. Such funds shall be paid in the amount and at the time specified in Exhibit D and distributed annually in equal installments over an approximately five year period. Such funds shall be used for public art and cultural programming in the publicly accessible open spaces within the Project Site. Qualifying fund

uses include: (i) physical structures, exhibits or artwork, as long as the purpose is to represent the cultural history of the community and/or serve as an interactive art installation that engages the community; (ii) arts events, cultural events and performances that are open and accessible to the public (with a focus on events that serve the immediate neighborhood) and that include options for free and/or reduced price admission; and (iii) participatory and social practice projects or other public programs that use social engagement as a medium. Consideration will be given to organizations with a demonstrated track record of leveraging funds with matching grants or other sources and/or creating partnerships with local community-based organizations in the South of Market (SoMa) area.

3. Non-Profit Arts Facilities Funds. The Non-Profit Arts Facilities Funds shall be paid at the time specified in Exhibit D and distributed by the Arts Commission to the Northern California Community Loan Fund either as a lump sum or in installments over an up to five year period to a non-profit entity for the purpose of assisting San Francisco-based non-profit entities providing arts and cultural programs with financial planning, space planning, funding sources and other technical advice associated with locating, securing and improving appropriate space for arts and cultural spaces Consideration will be given to organizations with a demonstrated track record of advising non-profits arts and cultural institutions in the SoMa area on facilities-related issues, including working with high risk and/or disadvantaged populations.

4. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in good faith in accordance with the provisions of this Arts Program. The Public Art Fee and Non-Profit Arts Facilities Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request.

The failure of any recipient to use funds as required by this Exhibit H shall not be a City or Developer breach of the Agreement. The City shall have no obligation to make any payment or provide any funds except for what it has received from the Developer as set forth in this Exhibit

H, and Developer shall have no obligation to make any payment or provide any funds except as set forth in this Exhibit H.

5. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Public Art Fee and Non-Profit Arts Facilities Funds paid by the Developer as set forth in this Exhibit H. The Board of Supervisors also agrees that any interest earned on any Public Art Fee and Non-Profit Arts Facilities Funds held by the City shall remain in designated accounts for arts purposes consistent with this Exhibit H and shall not be transferred to the City's general fund.

Exhibit I

List of Approvals

Planning Commission

1. Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015).
2. Adoption of CEQA Findings (including a Statement of Overriding Considerations), and a Mitigation Monitoring and Reporting Program (Motion No. _____, adopted _____, 2015).
3. Approval of the Fifth and Mission Design for Development document (Resolution No. _____, adopted _____, 2015).
4. Approval of Conditional Use Authorizations for compliance with the 5M SUD and Design for Development for buildings and related improvements within the Project Site (Motion Nos. _____, _____, _____, _____, and _____, adopted _____, 2015).
5. Approval of allocation of net new shadow on Boedekker Park (Motion No. _____, adopted _____, 2015).
6. Approval of office space allocation under Sections 321 and 322 of the Planning Code (Motion Nos. _____ and _____, adopted _____, 2015).
7. Adoption of General Plan consistency and Section 101.1 priority policy findings (Motion No. _____, adopted _____, 2015).
8. Adoption of General Plan Referral for tentative subdivision map (Motion No. _____, adopted _____, 2015).

Recreation and Parks Commission and Planning Commission

9. Approval of raising the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with Planning Commission) (Resolution No. _____, adopted _____, 2015).

Department of Public Works

10. Approval of tentative subdivision map (Order No. _____, dated _____, 2015).

Arts Commission

11. Consent to Development Agreement's Arts Program (for use of fees for capital improvements and programming) (Resolution No. _____, dated _____, 2015).

San Francisco Municipal Transportation Agency

12. Consent to Development Agreement's Transportation Program (Resolution No. _____, dated _____, 2015).

Board of Supervisors

13. Affirm Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015).
14. Approval of General Plan Map, and Planning Code and Zoning Map amendments (Ordinance Nos. _____, and _____, adopted _____, 2015).
15. Approval of Development Agreement (Ordinance No. _____, adopted _____, 2015).

Exhibit K

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO DEVELOPMENT AGREEMENT FOR 5M

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. [5M, LLC], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 2015 for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

[*add recital to document any previous transfer of the Transferred Property, with recording information*]

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property [OPTION: , excluding the obligation to complete the off-site improvements for the Dempster Building as set forth in Section 12.1 of the Development Agreement, which obligation is retained by Assignor]. Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 4.7 of the Development Agreement.

5. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

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

7. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

_____

_____

Attn: _____

With copy to:

_____
_____
_____
Attn: _____

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

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

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

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT L

Notice of Completion of Building and Community Benefits

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
[5M LLC]
[address]_____
_____
_____
Attn: _____

(Space above this line reserved for Recorder's use only)

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "City"), acting by and through its Planning Department, and [5M, LLC, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City And County of San Francisco on _____, as Document Number _____ (Book No. ___, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when one or more Buildings have been completed and all of the Community Benefits tied to those specific Buildings have also been completed, the City agreed, upon Developer's request, to execute and record a notice of completion as it relates to the applicable Building.

3. The City confirms that the Building known as _____, located on the property described in the attached Exhibit A (the "Affected Property"), together with all of the Community Benefits tied to that Building, have been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, municipal corporation

By:_____
Director of Planning

Approved as to form:

[DENNIS J. HERRERA], City Attorney

By:_____
Deputy City Attorney

Exhibit A

[*attach legal description of Affected Property*]

Redlines to 7/7/2015 Draft
5M Development Agreement and Exhibits

Exhibit B (Project Description)

Exhibit C (Youth Development Program)

Schedule E-2 (Form of Agreement for Transfer of Real Estate)

Exhibit F (Workforce Agreement)

Exhibit G (Transportation Program)

DRAFT ~~7/7~~8/27/15

Style Definition: Level 2

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

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M PROJECT, LLC

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EXHIBITS

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B	Project Description and Site Plan
C	Youth Development Program
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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M, LLC

THIS DEVELOPMENT AGREEMENT ~~(this "Agreement")~~ dated for reference purposes only as of this ___ day of _____, 2015, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "**City**"), acting by and through its Planning Department, and 5M Project, LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the ~~San Francisco~~ Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

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

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

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

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

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

E. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include an increase in affordable housing that exceeds that otherwise required and is anticipated to equal thirty-three percent (33%) of the total market-rate housing for the Project; a robust workforce commitment, community benefits fees, and the rehabilitation of the Chronicle and Dempster Printing Buildings; and the retention of the Camelline Building; each as further described in this Agreement.

F. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq*~~.~~.); "CEQA Guidelines"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

G. The Final Environmental Impact Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on _____, 2015, together with the CEQA findings (the "**CEQA Findings**") and the ~~mitigation measures~~Mitigation Measures adopted concurrently therewith and set forth in the MMRP ~~(the "**Mitigation Measures**")~~, comply with CEQA, the

CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

H. On _____, 2015, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation ~~("CEQA Findings")~~, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the Planning Principles set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

I. On _____, 2015 the Board of Supervisors ~~("Board")~~, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings [and adopted Resolution Nos. _____].

J. On _____, 2015, the Board adopted Ordinance Nos. _____, amending the Planning Code, Zoning Map, and General Plan, and adopted Ordinance No.

_____, approving this Agreement (File No. _____) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on _____, 2015.

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

AGREEMENT

1. DEFINITIONS

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

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

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

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

1.4 "**Affiliate**" or "Affiliates" means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Party (or a managing partner or managing member of a Party, as the case may be). For purposes of the foregoing, "**control**" means the ownership of more than fifty percent (50%) of the equity interest in such entity, the right to dictate major decisions of the entity, or the right to appoint fifty percent (50%) or more of the managers or directors of such entity.

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

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

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

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

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

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

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

1.12 "**Building**" or "**Buildings**" means each of the existing, modified and new buildings on the Project Site, as described in the Project Description attached as Exhibit B.

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

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

1.15 "**CEQA Guidelines**" ~~means Title 14 of the California Code of Regulations Section 15000 *et seq*~~has the meaning set forth in Recital F.

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

1.17 "**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City

means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

1.18 **"City Agency"** or **"City Agencies"** means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, Mayor's Office of Housing and Community Development ("**MOHCD**"), Office of Economic and Workforce Development ("**OEWD**"), SFMTA, DPW, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the exclusive jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Subsequent Approval.

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

1.20 **"City Costs"** means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

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

1.22 **"City-Wide"** means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

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

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

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

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

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

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

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

1.30 **"Developer"** has the meaning set forth in the opening paragraph of this Agreement, and shall also include any and all successor Transferees of all or any part of the Project Site during the Term.

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

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

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

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

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

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

1.37 "**Existing Uses**," means all existing lawful uses of the existing Buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Subsequent Approvals.

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

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

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

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

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

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

1.44 "**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

1.45 "**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

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

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

1.48 "**Material Change**" means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the 5M SUD or the Design for Development or that (i) extends the Term,

(ii) changes the permitted uses of the Project Site, (iii) decreases the Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project, (vii) changes parking ratios, or (viii) reduces or changes the Impact Fees and Exactions.

1.49 "**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Subsequent Approval.

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

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

1.52 "**Mortgagee**" means a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

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

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

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

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

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

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

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

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

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

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

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

1.64 "**Processing Fees**" means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

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

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

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

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

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

1.69 Intentionally left blank.

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

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

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

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

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

1.75 "**Subsequent Approval**" means any other land use approvals, entitlements, or permits from the City other than the Approvals, that are consistent with the Approvals and that are necessary or advisable for the implementation of the Project, including without limitation, demolition permits, grading permits, site permits, Building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Subsequent Approval shall also include any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

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

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

1.78 **"Transfer Agreement"** means that certain Agreement for Transfer of Real Estate attached as Schedule 2 of Exhibit E for the transfer of certain property outside the Project Site from Developer to the City to be used by the City for the development of affordable housing or to fund the development of affordable housing, as may be determined by City, as further described in the Housing Program.

1.79 **"Transfer," "Transferee" and "Transferred Property"** have the meanings set forth in Sections 12.1, and in all events excludes (1) a transfer of membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), (3) the placement of a Mortgage on the Project Site, and (4) a transfer of the Dempster Building and a transfer under the Transfer Agreement in accordance with this Agreement.

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

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

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

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

2. EFFECTIVE DATE; TERM

2.1 Effective Date. This Agreement shall take effect upon the later of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative (**"Effective Date"**).

2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for fifteen (15) years thereafter unless extended or earlier terminated as provided herein ("**Term**"); provided, however, (i) the Term shall be extended for each day of a Litigation Extension, and (ii) Developer shall have the right to terminate this Agreement with respect to a parcel upon completion of the Building within that parcel, and the Community Benefit Programs and other improvements tied to that Building, as set forth in Section 7.1. The term of any conditional use permit, any tentative Subdivision Map and any subsequent subdivision map shall be for the longer of (i) the Term (as it relates to the applicable parcel) or (ii) the term otherwise allowed under the Subdivision Map Act.

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3. GENERAL RIGHTS AND OBLIGATIONS

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

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

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

3.2.2 transfer certain real property, referred to as the Dempster Building located on the Project Site at 447 Minna Street, to the Community Arts and Stabilization Trust ("**CAST**") or to another nonprofit organization (or to the City), as set forth in Section 7.8 and Exhibit H, to be used for arts, and other cultural and community purposes when and as described in the Memorandum of Understanding (the "**Dempster MOU**") entered into by Developer and CAST, dated July 5, 2015. The Dempster MOU shall not be materially amended with respect to the rights, obligations and conditions to the transfer or use of the Dempster Building, as described in Section 7.8 below, without the prior review and written approval of City, acting by and through its Director of Planning, which approval shall not be unreasonably withheld or delayed.

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

4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to a specific Building as described in the Community Benefits

Schedule attached as Exhibit D or as described elsewhere in this Agreement. Upon Developer's Commencement of Construction, the Community Benefits obligations tied to that Building shall survive the expiration or termination of this Agreement to the date of completion of the applicable Community Benefit. Time is of the essence with respect to the completion of the Community Benefits.

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

(a) the 5M Community Benefit Fee;

(b) the Housing Program benefits as further described in Exhibit E;

(c) the Workforce Agreement benefits including the Workforce Jobs Readiness Training as further described in Exhibit F;

(d) the Transportation Program benefits as further described in Exhibit G;

(e) the transfer of the Dempster Building to CAST, as described in Section 3.2.2 and in Section 7.8;

(f) the Arts Program benefits as described in Section 5.4.2.1 and Exhibit H;

(g) the Youth Development Program benefits, as described in Exhibit C; and

(h) a One Million Dollar ($1,000,000) contribution for capital improvements to and associated technical studies for the San Francisco Old Mint building at the time and as provided in Exhibit D.

Developer shall pay the 5M Community Benefits Fee or complete each of the Community Benefits on or before the dates provided in this Agreement (including the Community Benefits Schedule attached hereto as Exhibit D) and the Approvals. Any payments or property received by the City as part of the Community Benefits shall be used by the City as described in this Agreement. Upon Developer's request, the City shall provide to Developer evidence of the use of the funds by the City consistent with the requirements of this Agreement.

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

(a) All Approvals shall have been Finally Granted;

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

(c) Developer shall have obtained all Subsequent Approvals necessary to Commence Construction of the applicable Building to which the Community Benefit or Project component applies, and same shall have been Finally Granted, except to the extent that such Subsequent Approvals have not been obtained or Finally Granted due to the

failure of Developer to timely initiate and then diligently and in good faith pursue such Subsequent Approvals.

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

4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA. The Parties further acknowledge that (a) the FEIR contains a thorough analysis of the Project and possible alternatives, (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, (i) the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement, and (ii) the City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Subsequent Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.3.1 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party

or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified as the responsibility of the "owner" or the "project sponsor". The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Approvals and any Subsequent Approvals to the extent appropriate and permitted under applicable Law. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the Material Changes or otherwise to address significant environmental impacts as defined by CEQA created by an approval or permit; provided, however, any such conditions must be in accordance with applicable Law.

4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

4.5 City Cost Recovery

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.4 of this Agreement.

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

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

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more

of such parties OEWD may send an invoice to Developer that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within eighteen (18) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

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

4.6 Prevailing Wages. Developer agrees that all persons performing labor in the construction of public improvements as defined in the Administrative Code, or otherwise as required by California law, on the Project Site shall be paid not less than the highest prevailing rate of wages for the labor so performed as provided under Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, and Developer shall include this requirement in any contract entered into by Developer for the

construction of any such public improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this section.

4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Subsequent Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Subsequent Approvals to comply with any Federal or State Laws, the Existing Standards or any permitted Future Changes to Existing Standards, (iv) any accident, bodily injury, death, personal injury or loss of or damage to property occurring on a Project Site (or off-site, with regard to the Public Improvements) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Subsequent Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that such indemnity is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of

the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four years.

5. VESTING AND CITY OBLIGATIONS

5.1 Vested Rights. By the Approvals the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including without limitation with the following vested elements: the locations and numbers of Buildings proposed, the land uses, height and bulk limits, including the maximum density, intensity and gross square footages, the permitted uses, the provisions for open space vehicular access and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Subsequent Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Subsequent Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

5.2 Existing Standards. The City shall process, consider, and review all Subsequent Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the ~~San Francisco~~ Municipal Code (including the Subdivision Code) and all other applicable City policies, rules and regulations as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted Future Changes to Existing Standards as set forth in Section 5.3, and (iii) this Agreement (collectively, "**Applicable Laws**").

5.3 Future Changes to Existing Standards. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**Future Changes to Existing Standards**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.6.

5.3.1 Future Changes to Existing Standards shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings or change the location of proposed Buildings or change or reduce other improvements from that permitted under this Agreement for the Project, the Existing Standards, or the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual proposed Buildings

or other improvements that are part of the Project from that permitted under this Agreement, the Existing Standards, or the Approvals;

(c) limit, reduce or change the location of vehicular access or parking from that permitted under this Agreement, the Existing Standards, or the Approvals;

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

(e) change or limit the Approvals or Existing Uses;

(f) materially limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project in any manner, including the demolition of existing Buildings at the Project Site;

(g) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except as otherwise provided in Section 5.4.2;

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

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

(j) impose or increase any Impact Fees and Exactions, as they apply to the Project, except as permitted under Section 5.4.2 of this Agreement.

5.3.2 Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement and the Approvals applied to the Project or the Project Site by giving the City notice of its election to have a Future Change to Existing

Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard; provided, however, if the application of such Future Change to Existing Standards would be a Material Change to the City's obligations hereunder, the application of such Future Change to Existing Standards shall require the concurrence of any affected City Agencies. Nothing in this Agreement shall preclude the City from applying Future Changes to Existing Standards to the Project Site for any development not within the definition of the "**Project**" under this Agreement. In addition, nothing in this Agreement shall preclude Developer from pursuing any challenge to the application of any Future Changes to Existing Standards to all or part of the Project Site.

5.3.3 The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Subsequent Approvals before Commencement of Construction~~, including, without limitation, building permit applications, street, sidewalk or other adjacent property improvement permits, encroachment permits, street and sidewalk modifications, and final maps~~. Developer shall be responsible for obtaining all Subsequent Approvals before the start of any construction to the extent required under Applicable Law. Notwithstanding anything in this Agreement to the contrary, when considering any such application for a Subsequent Approval, the City shall apply the applicable provisions, requirements, rules, or regulations that are contained in the California Building Standards Code, as amended by the City, including requirements of the San Francisco Building Code, Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes applicable on a City-Wide basis.

5.3.4 Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, to subdivide, reconfigure or merge the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular part of the Project as shown generally in Exhibit B. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Approvals.

5.4 Fees and Exactions.

5.4.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.4, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in this Section 5.4 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

5.4.2 Impact Fees and Exactions. During the first ten (10) years of the Term, as extended by the Litigation Extension (if any), no Impact Fees and Exactions shall apply to the Project (or components thereof) except for (i) the SFPUC Capacity Charges in effect at the time of assessment and (ii) those in effect as of the Effective Date. Starting on the tenth (10th) anniversary of the Effective Date, as extended by the Litigation Extension (if any), all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site under this Agreement. For the purposes of this Section 5.4.2, any sums payable as part of the Community Benefits Fee shall not be considered Impact Fees and Exactions.

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

5.4.3 Processing Fees. Except as provided in Section 5.4.4, for three (3) years following the Effective Date, as extended by the number of days in any extension of the Term under Section 11.5.1, Processing Fees for the Project shall be limited to the Processing Fees in effect, on a City-Wide basis, as of the Effective Date (provided that to the extent Processing Fees are based on time and materials costs, such fees may be calculated based on the schedule for time and materials costs in effect on the date the work is performed by the City). Thereafter, Processing Fees for the Project shall be limited to the Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for the ~~permit or approval~~Subsequent

Approval for which such Processing Fee is payable in connection with the applicable portion of the Project.

5.4.4 Recognition of Project Review Process/No Conditional Use Fee. In recognition of the extensive Design for Development and 5M SUD process, notwithstanding any other provision of Applicable Law, no Processing Fee has been charged under Planning Code Section 352 in connection with the conditional use portions of the Approvals nor shall a Processing Fee be charged or be due for any Conditional Use application filed in connection with any Subsequent Approval, modification of any Approval, or any implementation action in connection with the Project under Section ~~247.~~ (249.74(e) ~~[confirm]~~ of the 5M SUD.

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

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

shall a City Agency deny issuance of a Subsequent Approval based upon items that are consistent with the Approvals and this Agreement. Consequently, the City shall not use its discretionary authority to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project as contemplated in the Approvals and this Agreement. Nothing in the foregoing shall impact or limit the City's discretion with respect to: (i) proposed Subsequent Approvals that seek a Material Change to the Approvals, or (ii) Board of Supervisor approvals of subdivision maps, as required by ~~law~~Law, not contemplated by the Approvals.

5.6 Changes in Federal or State Laws.

5.6.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Subsequent Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public or (ii) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (iii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute

any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception.

5.6.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.6.4, as applicable.

5.6.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute which would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.6.4 Termination of Agreement. If any of the modifications, amendments or additions described in Section 5.3.3 or this Section 5.6 or any changes in Federal or State Laws described above would materially and adversely affect the construction, development, use, operation or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project becomes economically

infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Sections 5.6.2 or 5.6.3 or any changes in Federal or State Laws described thereunder would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.6.4, the Parties agree to meet and confer in good faith for a period of not less than ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then (i) Developer shall have the right to terminate this Agreement following a Law Adverse to Developer upon not less than thirty (30) days prior notice to the City, and (ii) the City shall have the right to terminate this Agreement following a Law Adverse to the City upon not less than thirty (30) days prior notice to Developer; provided, notwithstanding any such termination, Developer shall be required to complete the Community Benefits for development commenced in connection with a particular new Building as set forth in Section 4.1.

5.7 No Action to Impede Approvals. Except and only as required under Section 5.6, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions

or conditions result in the occurrence of one or more of the circumstances identified in Section 5.3.1.

5.8 Criteria for Approving Subsequent Approvals. The City shall not disapprove applications for Subsequent Approval based upon any item or element that is consistent with this Agreement and the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Subsequent Approval to any condition that is necessary to bring the Subsequent Approval into compliance with Applicable Laws. The City shall in no event be obligated to approve an application for a Subsequent Approval that would effect a Material Change. If the City denies any application for a Subsequent Approval that implements a Project as contemplated by the Approvals, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement. The City agrees to rely on the FEIR, to the greatest extent possible, as more particularly described in Section 4.3. With respect to any Subsequent Approval, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with applicable Laws; provided, however, that nothing shall prevent or limit the discretion of the City in connection with any Subsequent Approvals that, as a result of amendments to the Approvals, require new or revised General Plan consistency findings.

5.9 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of ~~his or her~~the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

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

5.11 Costa-Hawkins Rental Housing Act.

5.11.1 Non-Applicability of Costa-Hawkins Act. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-

Hawkins Rental Housing Act+, California Civil Code sections 1954.50 et seq., (the "**Costa-Hawkins Act**") provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.11.

5.11.2 General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act (as the Costa-Hawkins Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under lawLaw, the Parties acknowledge and that they are important elements of the consideration for this Agreement and the Parties should

not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.11.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 5.11 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

5.12 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code §§ 53311 *et seq.*) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

6. NO DEVELOPMENT OBLIGATION

There is no requirement under this Agreement that Developer initiate or complete development of the Project, or any portion thereof. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirement to complete applicable Community Benefits with each portion of the Project started by Developer as set forth in Section 4.2. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement.

7. MUTUAL OBLIGATIONS

7.1 Notice of Completion, Revocation or Termination. Upon any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by

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

7.2 General Cooperation Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Subsequent Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Approvals and any Subsequent Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer must reimburse through the payment of permitted Processing Fees. The Parties agree that the Planning Department (or such other department to whom the obligation is delegated by the Director of the Planning Department after notice to Developer) will act as the City's lead agency to facilitate coordinated City review of applications for the Project. As such, Planning Department (or such other department) staff will: (i) work with Developer to ensure that all such applications to the City are technically sufficient and constitute complete applications and (ii) interface with City staff responsible for reviewing any application under this Agreement to facilitate an orderly, efficient approval process that avoids delay and redundancies.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City

Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, modifying (including changes from vehicular to pedestrian use) or changing the grades of streets, alleys, sidewalks, and other rights-of-way, and other necessary modifications of the streets, the street layout, and other public or private rights-of-way in or near the Project Site, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) within the public rights-of-way as identified in the Approvals and Subsequent Approvals. Except as set forth in Section 9.4.4, City Agencies shall process with due diligence all submissions and applications by Developer on all permits, approvals, construction or occupancy permits for the Project subject to the acceptance of the same as complete.

7.3 Non-City Approvals Cooperation to Obtain Permits. The Parties acknowledge that certain portions of the Project may require the approval of Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Agencies**"). The City will reasonably cooperate with reasonable requests by Developer in connection with Developer's efforts to obtain permits, agreements, or entitlements from Non-City Agencies as may be necessary or desirable for the development, operation and use of the Project (each, a "**Non-City Approval**"). The City's commitment to Developer under this Agreement is subject to the following conditions:

(a) Throughout the permit process for any Non-City Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the permits, agreements, or entitlements, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the same.

(b) Developer shall not agree to conditions or restrictions in any Non-City Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees in writing, following the receipt of any necessary governmental approvals, to assume such obligations; or (2) any restrictions on City property, unless in each instance the City, including each affected City Agency, has previously approved in its sole discretion the conditions or restrictions in writing following the receipt of any necessary governmental approvals.

(c) The City shall have no duty to cooperate with public utilities and communication service providers to the extent that the cooperation efforts requested by Developer are materially in excess of the City's typical efforts in connection with other major development and construction projects in the City.

7.3.27.3.1 Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Approval. Developer, at no cost to the City, shall be solely responsible for complying with any Non-City Approval and any and all conditions or restrictions imposed as part of a Non-City Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Approval.

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7.4 Cooperation in the Event of Third-Party Challenge. In the event any administrative, legal or equitable action or proceeding is instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Subsequent Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination

thereof relating to the Project or any portion thereof ("**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

7.4.1 Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; provided, however, Developer shall have the right to monthly invoices for all such costs.

7.4.2 To the extent that any such action or proceeding challenges or a judgment is entered limiting Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City and Developer shall jointly seek to have the Third-Party Challenge dismissed and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal.

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

7.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, each City Agency with jurisdiction shall grant permits to enter City-owned property on the City's standard form permit, including, without limitation, provisions regarding release, waivers and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

7.6 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Subsequent Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

Upon Developer's request, the City agrees to use reasonable good faith efforts to assist Developer in applying for and obtaining authorization to utilize for the M-2 Building and, to the extent available, for any on-site BMR units: (i) multi-family tax-exempt or taxable bond financing; (ii) housing tax credits; (iii) grants, subsidies, and residual receipt loans from public entities other than the City; and (iv) any other method of low-cost financing that may be available or become available, as contemplated in the Approvals and as set forth in this Housing Program. All costs incurred by the City in such efforts shall be City Costs.

7.7 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Subsequent Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

7.8 Dempster Building. Subject to Section 4.2(a), Developer shall transfer the Dempster Building in accordance with the provisions of Section 3.2.2, provided, however, if the transfer of the Dempster Building to CAST or another nonprofit is not completed before issuance of a certificate of occupancy for Building N-1 or H-1, whichever occurs first, despite Developer's good faith efforts to do so; then, the City shall either (1) extend the period for the transfer of the Dempster Building and waive such transfer as a condition of the issuance of a certificate of occupancy for Building N-1 or H-1, as applicable, or (2) accept the transfer of the fee interest in the Dempster Building and assume the transferor's obligations under the Dempster MOU with respect thereto and the condition shall be deemed satisfied. If CAST fails to close escrow when required under the Dempster MOU for any reason other than a Developer default, the City and Developer shall promptly and in good faith meet and confer and select a substitute nonprofit organization to receive the donation of the Dempster Building and the applicable portion of the Public Art Fee to be used for renovation or operation of the Dempster Building. If the City and Developer are not able to reach agreement on a substitute nonprofit arts organization within ninety (90) days, the City shall have the right to designate a substitute nonprofit organization or to accept the donation of the Dempster Building itself upon the same basis and conditions provided in the Dempster MOU. Upon Developer's transfer to CAST or another nonprofit as set forth in this Section 7.8, or upon the City's election not to take title to

the Dempster Building (which election must occur within one hundred twenty (120) days after satisfaction of all conditions to transfer and Developer's offer of the Dempster Building to the City as set forth above), Developer and the City shall have no further obligation under this Agreement for the transfer of the Dempster Building and the provisions of Section 4.1.1(e) shall be deemed satisfied.

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year; provided, however, that such review shall be deferred to the following January if not commenced on or before August 1st. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Upon request by the Planning Director, but not more than sixty (60) nor less than forty-five (45) days before the Annual Review Date, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this Agreement, including, but

not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within sixty (60) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds Developer not in compliance with this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under this Section shall be included in the City Costs.

8.2.3 Effect on Transferees. If Developer has effected a ~~transfer~~Transfer so that its interest in the Project Site has been divided between Developer and/or Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, and if appealed, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that Developer or a

Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

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

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

9.1 Enforcement. The only Parties to this Agreement are the City and Developer (and any successors and Transferees). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

9.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement, or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, such Party shall be

deemed to have satisfied the requirements of this Section and may proceed in accordance with the issuance of a notice of default under Section 9.3.

9.3 Default. The following shall constitute a "Default" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project and there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Project Site.

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9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Section 9.4.3, 9.4.4 and 9.4.5, in the event of a Default the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. This Agreement will be considered terminated effective upon the date set forth in the notice of termination, which shall in no event be earlier than sixty (60) days following delivery of the notice.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law not including damages but including specific performance and termination are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, ~~Developer would have incurred to complete.~~ (3) for any Community Benefit for which specific performance is determined by a court of competent jurisdiction not to be an available remedy (and the attached Exhibit does not include a liquidated damages remedy), except if and to the extent directly or

indirectly resulting from action or inaction by or on behalf of City or any City Agencies, the City shall have the right to monetary damages according to proof against Developer equal to the costs that would have been incurred by Developer to complete the Community Benefit, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit or in Applicable Laws. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by ~~law~~Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments from Developer are past due. The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Community Benefits tied to that Building have been completed. Subject to the conditions as to offsite obligations in Exhibit G, for a Building to be deemed completed Developer shall have completed all of the streetscape and open space improvements described in Exhibit B for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, then Developer shall promptly complete such items following issuance.

9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be

effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, **"reasonable attorneys' fees and costs"** means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term **"reasonable attorneys' fees and costs"** shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject

matter area of the ~~law~~Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

10. FINANCING; RIGHTS OF MORTGAGEES.

10.1 Owner's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that there are no Mortgages on the Project Site as of the Effective Date.

10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Community Benefits must be completed as set forth in Section 4.2. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under

this Agreement (other than as needed to conserve or protect improvements or construction already made) unless or until such person or entity assumes Developer's obligations under this Agreement.

10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924 of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement.

10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any event of default, plus an additional period of: (a) thirty (30) days to cure a monetary event of default; and (b) sixty (60) days to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property. If an event of default is not

cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that acquires title by foreclosure to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

10.6 No Impairment of Mortgage. No default by the Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest nor a foreclosure under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair the Developer's rights or obligations or constitute a default under this Agreement.

10.7 Cured Defaults. Upon the curing of any event of default by Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

11. AMENDMENT; TERMINATION; EXTENSION OF TERM

11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer, provided following a Transfer, the City and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 5.6.4, 7.4.3, 9.4.2 and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City

department). ~~Any amendment or termination of this Agreement, and any required notice thereof, shall also be subject to the requirements of the Development Agreement Statute.~~

11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date which is five (5) years following the Effective Date. Thereafter, the City shall, upon sixty (60) days prior notice to Developer, have the right, in its sole and absolute discretion, to terminate this Agreement if the Developer has not Commenced Construction; provided Developer can prevent any such termination by the City by providing to the City notice, within the above sixty (60) day period, of Developer's intent to start construction and the Developer thereafter Commences Construction within one hundred twenty (120) days following delivery of Developer's notice to the City, or, if unable to actually Commence Construction within said time period, demonstrates reasonable, good faith and continuing efforts to Commence Construction, such as by pursuing all necessary Subsequent Approvals, and thereafter promptly Commences Construction upon receipt of the Subsequent Approvals. Any termination under this Section 11.2 shall result in the termination of the entirety of this Agreement affecting all of the Project Site, and any Transferee shall assume the risk of a termination of this Agreement by Developer or the City under this Section 11.2.

11.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City

Default, Developer's obligation to complete the applicable Community Benefits shall continue as to the Building which has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

11.4 Amendment Exemptions. No issuance of a Subsequent Approval, or amendment of an Approval or Subsequent Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the 5M SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Subsequent Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to an Approval or Subsequent Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Subsequent Approval or the proposed amendment to an Approval or Subsequent Approval. The Planning Department and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits in keeping with its customary practices and the 5M SUD, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. If the Parties fail to amend this Agreement as set forth above when required, however, then the terms of this Agreement shall prevail over any

Subsequent Approval or any amendment to an Approval or Subsequent Approval that conflicts with this Agreement.

11.5 Extension Due to Legal Action or Referendum; Excusable Delay.

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

11.5.2 "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete

application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign or transfer all or any part of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided that it also transfers to such party (the "**Transferee**") all of its interest, rights or obligations under this Agreement ~~(a "Transfer")~~ with respect to such portions of the Project Site (the "**Transferred Property**"). Developer shall not, by Transfer, separate a portion of the Project Site from the Community

Benefits tied to that portion of the Project Site, as described in this Agreement, without the prior written consent of the Planning Director. If Developer Transfers one or more parcels such that there are separate fee owners within the Project Site, the obligation to perform and complete the applicable Community Benefits and other improvements associated with a Building; shall be the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that owns the legal parcel on which the Building is located). Notwithstanding the foregoing (i) off-site improvements associated with the Dempster Building may be retained by Developer, and (ii) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial or Project Site-wide management association ("**CMA**"), provided such CMA reflects commercially reasonable requirements and standards generally applicable to similar developments and has the financial capacity and ability to perform the obligations so transferred.

12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (each, an "**Assignment and Assumption Agreement**") with a legal description of the parcel. Each Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit K (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning not to be unreasonably withheld or delayed. Notwithstanding the foregoing any Transfer of Community Benefit obligations to a CMA as set

forth in Section 12.1 shall ~~be limited to the specified Community Benefit obligations and shall~~ not require the transfer of ~~any~~ land to the CMA.

12.3 Release of Liability. Upon recordation of an approved Assignment and Assumption Agreement, Developer shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property as specified in the Assignment and Assumption Agreement, and the Transferee shall be deemed to be "**Developer**" under this Agreement with all rights and obligations related thereto, with respect to such Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site, except as otherwise provided herein. Additionally, the annual review provided by Section 8 shall be conducted separately as to Developer and each Transferee and only as to those obligations that Developer or such Transferee has under this Agreement.

12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the

Parties acknowledge and agree that a failure to complete a Mitigation Measure may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure is a condition to the other party's right to proceed as specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk. Accordingly, in some circumstances the City may withhold Subsequent Approvals based upon the acts or omissions of a different party.

12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

12.6 Rights of Developer. The provisions in this Section 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the

Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a ~~mortgage~~Mortgage.

12.7 Transfers to REITs and UPREITs. The Parties recognize that there are no limitations on transfer of constituent membership interests in Developer. Nevertheless, in the interests of clarity the Parties agree that reapportionments and transfers by Forest City Enterprises, Inc. or any of its direct or indirect subsidiaries or affiliates ("**FCE**") of beneficial interests in Developer shall be permitted without prior notice to or review or consent from City, notwithstanding any provisions in this Article 12, so long as such reapportionments or transfers are to (1) affiliates or wholly-owned subsidiaries of FCE, or (2) any real estate investment trust sponsored by FCE or any successor, by operation of law or otherwise (a "**REIT**"), and/or any umbrella limited partnership related to any such REIT and in which the REIT has an ownership interest (an "**UPREIT**"), or any entity that is an affiliate of either the UPREIT or the REIT. In no event or circumstance shall any City consent or approval be required with respect to the trading or issuance of shares or other securities of FCE or a REIT or UPREIT in the public or private markets or where such Transfers are a part of a merger, consolidation or sale of all or substantially all of the assets or stock of FCE, a REIT, an UPREIT or any of their respective affiliates. The provisions of this Section 12.7 shall similarly apply to permit the transfer of any other constituent member interest in Developer. Reapportionments or transfers of membership interests under this Section 12.7 shall not require an Assignment and Assumption Agreement, and the rights and obligations Developer (or Transferee) and the City under this Agreement shall not be affected in any way by such reapportionment or transfer.

13. DEVELOPER REPRESENTATIONS AND WARRANTIES

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

13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies

that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

13.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

13.5 Other Documents. To the current, actual knowledge of Alexa Arena, after reasonable inquiry, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

13.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or ~~laws~~Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

14. MISCELLANEOUS PROVISIONS

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

14.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Section 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

Subject to the provisions on Transfers set forth in Section 12, all provisions of this Agreement shall be enforceable during the ~~term hereof~~Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the ~~laws~~Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

14.6.1 Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

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

14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

14.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

14.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance, 5M Project

To Developer:

[5M Project, LLC]
~~875 Howard~~
5 Third Street, Suite ~~330~~200
San Francisco, CA 94103
Attn: ~~Alexa Arena~~Martin Cepkauskas

with a copy to:

Forest City Residential Development
875 Howard Street, Suite 330
San Francisco, CA 94103
Attn: Alexa Arena

14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by

the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

14.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

14.17 Waiver of Personal LiabilityNon-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or other City Parties shall be personally liable to Developer, its successors and assigns, in the event of any default by City, or

for any amount which may become due to Developer, its successors and assigns, under this Agreement.

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

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14.1814.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[signatures follow on next page]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2015
Board of Supervisors Ordinance No. _____

Approved and Agreed:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammad Nuru,
Director of Public Works

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

Developer:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____

~~Name:~~ _____
~~Title:~~ _____

Martin Cepkauskas
Vice President

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CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("**SFMTA**") has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M Project, LLC, a ~~_____~~Delaware limited liability ~~corporation~~company ("**Developer**") to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Program and the transportation-related Mitigation Measures.

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

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

By: _____
EDWARD D. REISKIN,
Director of Transportation

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

By: _____
Deputy City Attorney

San Francisco Municipal Transportation Agency Board of Directors
Resolution No. _____
Adopted: _____, 2015

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CONSENT TO DEVELOPMENT AGREEMENT
Arts Commission

A. The Arts Commission of the City and County of San Francisco ~~("SFMTA")~~ has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M Project, LLC, a ~~_____~~ Delaware limited liability ~~corporation~~company ("**Developer**") to which this Consent to Development Agreement (this "**Arts Commission Consent**") is attached and incorporated. Except as otherwise defined in this Arts Commission Consent, initially capitalized terms have the meanings given in the Development Agreement.

B. By executing this Arts Commission Consent, the undersigned confirms that the Arts Commission, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under the Arts Commission's jurisdiction, including the Arts Program.

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

By: _____
Mr. Tom DeCaigny, Director

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

By: _____
Susan Dawson, Deputy City Attorney

San Francisco Arts Commission
Resolution No. _____
Adopted: _____, 2015

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EXHIBIT B

5M PROJECT

PROJECT DESCRIPTION[1]

The Project is a mixed-use development of new construction, rehabilitated and renovated existing buildings, and open space, constituting up to 1,697,600 gross square feet (gsf)[2] of building space, including up to: 821,300 gsf of residential uses (approximately 690 units), 807,600 gsf of office uses (including active office uses at or below the ground floor), 68,700 gsf of other active ground floor uses (including mezzanine and basement spaces), 59,500 square feet of open space and approximately 463 vehicle parking spaces, 429 Class 1 bicycle spaces and 66 Class 2 bicycle spaces. The Project contains up to seven buildings (three new buildings and four retained buildings), with six open space areas, and associated streetscape improvements, all as further described in the Design for Development, and ~~listed~~ below.

1. Building H-1[3]

   - Demolition of existing buildings ~~at~~and surface parking lots at 172 Fifth Street, 190 Fifth Street, 910 Howard Street, 912 Howard Street, 918 Howard Street and 924 Howard Street (Assessor's Block/Lot No. 3725/005, 006, 008, 009, 012 & 098) for construction of the following:

     - An up to ~~approximately~~ 617,900 gsf, ~~25-story~~ 395-foot tall 25-story office building with approximately 584,900 gsf of office space above the ground floor, 33,000 square feet of active ground floor and mezzanine space (including 7,100 gsf of retail and 8,600 gsf of office uses, 17,300 square feet of lobby/core and building services space);
     - Up to three subterranean levels of vehicle and bicycle parking and loading, including up to: 254 vehicular parking spaces, 6 loading spaces and 104 Class 1 bicycle spaces, and 23 Class 2 spaces;
     - A three-stall off-street freight loading dock on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street;

[1] Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement.

[2] Gross square footage excludes subterranean parking and loading, parking and loading ingress and egress, as well as a full mechanical floor for commercial Building H-1. All quantities stated herein are approximate and nothing herein shall be deemed to require maximum site development, unless otherwise noted. Size and location of private open spaces and related elements may be modified and/or relocated during design development in accordance with Approvals or Subsequent Approvals.

[3] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- An approximately 11,000 square-foot private terrace on the southwest side of the building at or about the tenth floor; and
- Construction of an up to 1,600 square-foot pedestrian improvement adjacent to Building H-1 along Mary Street.

➢ Demolition of existing surface parking on 435-39 and 441-45 Minna Street, 44 and ~~55~~50 Mary Street, and 432-38 and 440 Natoma Street (Assessor's Block 3725, Lots 043- 047, 077), ~~for~~and construction of Mary Court West, aapproximately 14,600 sf open space;

➢ Construction and installation of the following streetscape improvements:

- Removal of two metered vehicle parking spaces on Howard Street adjacent to the Building and replacement with a passenger loading/unloading zone adjacent to the Project on Howard Street, and addition of a metered commercial loading space;
- Widening the Fifth Street sidewalk between Natoma and Howard Streets from 10 feet to 18 feet, with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces;
- Widening the Mary Street sidewalk adjacent to Mary Court West, from 5 to 10 feet;
- Streetscape improvements to sidewalks adjacent to Mary Court West;
- Conversion of Mary Street between Minna and Howard Streets to a shared public way;
- Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street;
- Streetscape improvements to sidewalks adjacent to the Natoma, Fifth, Howard and Mary Street building frontages and street trees within aan approximately 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.

2. Building N-1[4]

➢ Demolition of a portion of the existing building at 110 Fifth Street (Assessor's Block/Lot No. 3725/097) to provide an approximately 18,000 square foot footprint for construction of the following:

- An up to 400-unit, 470-foot tall 45-story residential building with approximately ~~570,000~~570,500 gsf devoted to residential use, 13,200 square feet of active ground floor uses (composed of 7,300 gsf of active ground floor retail space; 5,900 square feet lobby/core and building services space);

[4] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Up to three subterranean levels of vehicle and bicycle parking and loading accessible from Minna Street, including up to: 156 vehicle spaces[5] and 176 Class 1 bicycle spaces, and 24 Class 2 bicycle spaces;
- A one-stall off-street freight loading bay within the building, accessible from a separate entrance on Minna Street.

➢ ~~A~~Approximately 23,000 sf open space atop Building M-1 (Chronicle Building), including up to 400 sf of café/pop up retail kiosk type space, an access elevator, stairway and a ground-floor entrance lobby on the southern (Minna Street) façade of M-1;[6]

➢ ~~Demolition of existing surface parking on Assessor's Block/Lot 3725/097 and construction of the southern approximately 6,700 square feet of Mary Court East;[7]~~

➢ Construction of a 3,600 square-foot private open space terrace on the north side of the building on or about the sixth floor of the building.

➢ Construction and installation of the following streetscape improvements:

- Widening of the Fifth Street sidewalk adjacent to the building, between Minna and Natoma Streets, from 10 feet to 18 feet with an approximately 60-foot long, ~~approximately~~ 8-foot deep inset for three commercial loading spaces;
- Streetscape improvements to the sidewalks on the Fifth and Minna Street building frontages.

3. Building M-2[87]

➢ Demolition of existing surface parking at 939-949 Mission Street (Assessor's Block/Lot No. 3725/089-091) for construction of the following:

- An up to 288-unit, 200-foot tall 20-story residential building with approximately 250,800 gsf devoted to residential use, and 13,500 square feet of active ground floor uses (composed of 6,800 gsf of active retail space and 6,700 square feet of lobby/core and building services).
- Up to three subterranean levels of vehicle and bicycle parking and loading with an entrance and exit from and onto Minna Street, including up to: 53 vehicle spaces, 149 Class 1 bicycle spaces and 19 Class 2 bicycle spaces.

[5] Building N-1 is entitled to use of an additional 135 parking spaces, accessory to Building N-1, in the garage of Building H-1

[6] Construction of this open space may be carried out together with separate renovations of Building M-1 (Chronicle) described in Item 4 below, if those proceed prior to construction of Building N-1.

~~[7] Overall, Mary Court East is an 11,500 square-foot open space that will be constructed in stages with Building N-1 and Building M-2.~~

[87] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Construction of an approximately 3,600 square-foot private open space terrace on the west side of Building M-2.

➢ Demolition of existing surface parking on Assessor's Block/Lot 3725/097 and construction of ~~the northern approximately 4,800 square feet of~~ Mary Court East, approximately 11,500 square feet of open space.

➢ Construction and installation of the following streetscape improvements:

- New curb and striping on Mission Street for a passenger loading zone and two commercial metered parking spaces, and on Minna Street, removal of up to six parking spaces and replacement with two commercial metered spaces adjacent to the building.
- Conversion of Mary Street between Mission and Minna Streets to a pedestrian-only alley, the North Mary Pedestrian Alley, closed to vehicular and bicycle traffic, and construction associated improvements to the sidewalks and roadway;
- An up to 1,600 square-foot pedestrian improvement adjacent to Building M-2 along North Mary Pedestrian Alley;
- Streetscape improvements on the sidewalks adjacent to the Mission Street building frontage, and streetscape improvements to Minna and Mary Street sidewalks adjacent to Mary Court East constructed with Building M-2.

4. Building M-1[98]

➢ Renovation of an existing 179,200 square-foot office building located at 901-925 Mission Street (Assessor's Block/Lot 3725/093, commonly referred to as the San Francisco Chronicle Building), as follows:

- Conversion of up to 40,000 square feet of storage within the building basement to office use;
- Exterior and interior renovations to accommodate changes to mechanical, electrical and plumbing systems and building circulation necessitated by the demolition of a portion of the existing two-story above-ground connector between Building M-1 and the San Francisco Examiner Building (Block/Lot 3725/097);
- Exterior and interior renovations to create additional ground floor building ingress/egress on the secondary Minna and/or Mary Street building façades;

➢ Building M-1 would remain three stories and 50 feet tall, and would include three floors, two first-floor mezzanines and a basement comprising up to: 170,700 gsf of office space, 1,100 gsf of ground floor retail use and 3,400 gsf of lobby/core space.

[98] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Construction and installation of the following streetscape improvements:
  - Widening of the Fifth Street sidewalk from 10 feet to 18 feet (with ~~ana~~ 60-foot long 8-foot deep inset for on-street loading) between Minna and Mission Street, and related sidewalk improvements;
  - Sidewalk improvements to the adjacent Mission and Minna Street frontages.
- As noted above, approximately 23,000 sf open space, including up to 400 sf of café/pop up retail kiosk type space, an access elevator, stairway and a ground-floor entrance lobby on the southern (Minna Street) façade, will be constructed in connection with Building N-1.

5. Examiner Building[~~109~~]

- Renovation and partial demolition of an existing 92,100 square-foot office building located at 110 Fifth Street, (Assessor's Block 3725 Lot 097~~(~~, commonly referred to as the San Francisco Examiner Building) including an approximately 14,800 square-foot above-ground connector over Minna Street between the Examiner Building and Building M-1, as follows:
  - Demolition of the eastern approximately two-thirds of the existing building and connector;
  - Exterior and interior renovations to the remaining, post-demolition building, including mechanical, electrical and plumbing systems and building circulation;
  - Conversion of up to 9,600 square feet of storage within the building basement to retail use.
- After demolition and renovation, the Examiner Building would remain three stories and 50 feet tall, and would be a 34,900 gsf building composed of up to: 21,800 gsf of office use above the ground floor (including 7,000 gsf of office use within the remaining above-ground connector), 11,800 gsf of active ground floor and basement retail space, and 1,300 gsf of lobby/core space.
- Construction and installation of streetscape improvements to the sidewalk on the Minna Street frontage of the Examiner Building.

6. Camelline Building (430 Natoma Street, Assessor's Block/Lot 3725/042).

- Retention of the existing building for continued use as a 9,600 square foot office building.

7. Dempster Printing Building (447 Minna Street, Assessor's Block/Lot 3725/076).

[~~109~~] As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Retention of the existing building with exterior and interior structural rehabilitation and interior renovation for continued use as a 12,000 square-foot office building.

Summary Report: Litéra® Change-Pro 7.0.0.330 Document Comparison done on 8/31/2015 5:44:25 PM	
Style Name: Default Style	
Original DMS:iw://CPDBIWOVEN/WorkSite/3189389/3	
Modified DMS: iw://CPDBIWOVEN/WorkSite/3189389/7	
Changes:	
Add	39
~~Delete~~	31
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	72

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Exhibit C
Youth Development Program

Developer shall make contributions to support youth development in the total amount of $3,500,000 (Three Million Five Hundred Thousand Dollars) (the "**Youth Development Funds**"). Of this amount, (1) $1,000,000 (One Million Dollars) shall be paid to the City's Department of Children, Youth and Families ("**DCYF**"), (2) $1,500,000 (One Million Five Hundred Thousand Dollars) shall be paid to MOHCD, and (3) 1,000,000 (One Million Dollars) shall be paid to the City's Department of Parks and Recreation ("**RecPark**").[1] The Youth Development Funds shall be paid to DCYF, MOHCD and RecPark, respectively, in the amounts and on or before the dates specified in Exhibit D and allocated as set forth in this Exhibit.

1. DCYF Funding. DCYF shall allocate approximately one-third of the DCYF funds to each of use categories set forth subsections (a)-(c) below, with each category receiving approximately one-third of each of the three payments specified in Exhibit D.

(a) SoMa Summer and After School Youth Programming. DCYF shall allocate funds to support after school youth programming during the summer and after school, including educational and social activities. The funds will be allocated through a competitive process, or as otherwise determined by DCYF, and shall be distributed to South of Market (SoMa)-based youth serving organizations that have a minimum of five (5) years of experience in serving youth in SoMa, including after school programs at Bessie Carmichael and summer programs that target both academic enrichment and augment the recreational activities offered to youth in the neighborhood. Recipient organizations should also have experience leading and facilitating events and have a history of creating partnerships with local community-based organizations in SoMa as a way to augment offerings and programs to benefit local youths. Potential community-based organizations that would be qualified for such funds include but are not limited to United Playaz, West Bay, and Filipino American Development Foundation/Galing Bata.

[1] Any capitalized term used in this Exhibit C that is not defined herein shall have the meaning given to such term in this Agreement.

Exhibit C
Youth Development Program

(b) Bessie Carmichael Student Achievement. DCYF shall allocate funds to support student achievement at Bessie Carmichael. The funds will be distributed to the San Francisco Education Fund, a 501(c)(3) non-profit organization. The purpose of this funding is to facilitate progress with student achievement and improvement plans and implement strategies in partnership with nonprofits to support increased literacy, math proficiency, and college and career readiness.

(c) Bessie Carmichael Principal's Discretionary Fund. DCYF shall allocate funds to the Bessie Carmichael Principal's Discretionary Fund to be distributed to the San Francisco Unified School District for allocation to, and be used for programs at Bessie Carmichael School. The purpose of this funding is to support critical programs at the school, such as the Science Technology Arts and Math Initiative which provides aligned teacher training and professional development.

(d) DCYF Discretion. If the DCYF Director determines that any entity designated above is no longer operating a program that is qualified to deliver the specified services, then the DCYF Director shall have the right to substitute an alternative SoMa-based organization to receive the funds, provided DCYF shall continue to allocate the funding generally for the purposes described above.

2. MOHCD Funding.

(a) Non-Profit Capital Funds. The MOHCD funds shall be paid in the amount and at the time set forth in Exhibit D, and distributed by MOHCD to Northern California Community Loan Fund either as a lump sum or in installments to be used for capital improvements, organizational expansion and/or building acquisition within the SoMa impact area identified in Attachment 1 so as to provide facilities for youth and family organization or organizations, and which facilities may also serve as a site for civic gatherings and neighborhood programming. Consideration will be given to organizations with a demonstrated track record of providing financial expertise, supplying grants and technical assistance to non-profit arts and cultural institutions in

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Exhibit C
Youth Development Program

SoMa (including those that target high risk and/or disadvantaged populations) that are seeking to acquire permanently affordable program and office space.

3. RecPark Funding.

(a) Gene Friend Recreation Center. Developer shall pay the RecPark funds to RecPark at the times provided in Exhibit D. RecPark will use these funds to support renovations and upgrades to the Gene Friend Recreation Center and the adjacent outdoor play area located at 270 Sixth Street.

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4. Accounting.

Deleted: . (b) . RecPark Discretion. If the RecPark General Manager determines that any entity designated above is no longer operating a program that the RecPark General Manager reasonably determines is qualified to deliver the specified services, then the RecPark General Manager shall have the right to substitute an alternative organization in the SoMa area to receive the funds, provided RecPark shall continue to allocate the funding generally for the purposes described above. ¶

Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in good faith in accordance with the provisions of this Youth Development Program. The Youth Development Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request. The failure of any recipient to use funds as required by this Exhibit C shall not be a City or Developer breach of the Agreement. The City shall have no obligation to make any payment or provide any funds except for what it has received from the Developer as set forth in this Exhibit C, and Developer shall have no obligation to make any payment or provide any funds except as set forth in this Exhibit C.

5. Board Authorization

By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Youth Development Funds paid by the Developer as set forth in this Exhibit C. The Board of Supervisors also agrees that any interest earned on any Youth Development Funds held by the City shall remain in designated accounts for youth development purposes consistent with this Exhibit C and shall not be transferred to the City's general fund.

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Form of Transfer Agreement¶
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AGREEMENT

FOR TRANSFER OF REAL ESTATE

This Agreement for Transfer of Real Estate (the "Agreement") is effective as of _____, _____, [the effective date of the Development Agreement] (the "Effective Date"), by and between 5M Project, LLC, a Delaware limited liability company (the "Owner") and the City and County of San Francisco, a municipal corporation ("CCSF"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. CCSF and Owner are concurrently entering into that certain Development Agreement dated as of the Effective Date (the "Development Agreement"). The Development Agreement provides for the redevelopment of the approximately 4-acre property located off-of or between Mission, Fifth and Howard Streets (the "Project Site").

B. The Development Agreement, and in particular the Affordable Housing Program attached as Exhibit E to the Development Agreement ("Affordable Housing Program"), require that Developer convey or cause certain real property located near the Project Site, at 967 Mission Street, San Francisco, and as more particularly described in Exhibit A hereto (the "Property"), to be conveyed to CCSF for such purpose or purposes as CCSF may, in its discretion determine in a manner consistent with the Affordable Housing Program, including to either be developed by CCSF, or its assignee or transferee, for affordable housing purposes, or for the purpose of funding or assisting in funding development of affordable housing.

C. The Property is currently used as a surface parking lot serving buildings on the Project Site and as an advertising venue with an active illuminated billboard.

D. Subject to the satisfaction of the conditions precedent in this Agreement, CCSF and the Owner desire to provide for the conveyance of the Property to CCSF as set forth in this Agreement to satisfy the requirements of the Affordable Housing Program.

THEREFORE, CCSF and the Owner agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement. Any capitalized term used this in this Agreement that is not defined herein shall have the meaning given to such term in the Development Agreement.

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(a) "Affordable Housing Program" is defined in Recital B, as it may be amended from time to time.

(b) "Approvals" as defined in the Development Agreement.

(c) "Close of Escrow" means the date the Grant Deed is recorded in the Official Records.

(d) "Development Agreement" is defined in Recital A.

(e) "Finally Granted" as defined in the Development Agreement.

(f) "Grant Deed" means the grant deed by which the Owner conveys the Property to CCSF in the form attached hereto.

(g) "Hazardous Materials" means:

(1) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code as amended from time to time;

(2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code as amended from time to time;

(3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA (42 U.S.C. Section 9601 et seq., Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clear Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) as amended from time to time; and

(4) any additional wastes, substances or materials which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property.

The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction or maintenance, of residential developments, or typically used in office or residential activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet and saccharine.

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(h) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Property or any portion thereof.

(i) "Property" is defined in Recital B above.

(j) "Title Company" means Chicago Title Company, or such other title company as the parties may mutually select.

(k) "Title Report" means that certain title report dated March 5, 2015, issued by the Title Company for the Property.

Section 1.2 Exhibits.

The following exhibits are attached to and incorporated in the Agreement:

Exhibit A: Legal Description of the Property
Exhibit B: Form of Grant Deed

ARTICLE 2.
CONVEYANCE OF PROPERTY

Section 2.1 Conveyance.

Owner shall convey title to the Property to CCSF pursuant to the terms, covenants, and conditions of this Agreement at no cost to CCSF. The Property shall include all rights, privileges, and easements incidental or appurtenant to the land, and all mineral, oil, and gas rights, development rights, air rights, water, water rights, riparian rights and water stock relating to the land. There shall be no contracts, leases, or occupancy rights relating to the Property at the time of conveyance.

Section 2.2 Opening Escrow.

To accomplish the conveyance of the Property from the Owner to CCSF, the parties shall establish an escrow with the Title Company. The parties shall execute and deliver written instructions to the Title Company to accomplish the conveyance, which instructions shall be consistent with this Agreement.

Section 2.3 Close of Escrow.

The Close of Escrow shall occur on the later of (a) the date that the first building permit is issued for either of Building N1 or Building H1, as described in Exhibit B to the Development Agreement, and (b) the satisfaction or waiver of the Owner's Closing Conditions and the CCSF's Closing Conditions.

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Section 2.4 Closing Documentation.

The Owner shall submit the following documents into escrow, duly executed by the Owner: (1) the Grant Deed; (2) an affidavit under Section 1445(b)(2) of the Federal Tax Code confirming that the Owner is not a "foreign person" within the meaning of the Federal Tax Code; (3) a California Franchise Tax Board Form 590 certifying that the Owner is a California resident; (4) such resolutions, authorizations, or other partnership documents or agreements relating to the Owner as the Title Company may reasonably require to close escrow and issue title insurance; and (5) a closing statement in form and content satisfactory to the Owner and CCSF. CCSF shall submit the following documents into escrow, duly executed by CCSF: (1) the Grant Deed, accepted by CCSF; (2) such resolutions, authorizations, or other documents or agreements relating to CCSF as the Title Company may reasonably require to close escrow and issue title insurance; and (3) a closing statement in form and content satisfactory to the Owner and CCSF.

Section 2.5 Owner Closing Conditions.

The following conditions for the benefit of the Owner ("Owner's Closing Conditions") shall be satisfied or waived by Owner prior to or concurrently with the Close of Escrow:

(a) The Approvals shall be Finally Granted.

(b) CCSF shall have executed and delivered into escrow the acceptance of the Grant Deed and the other documents required to close escrow in accordance with this Agreement.

(c) There shall exist no condition, event or act which would constitute a breach or default by CCSF, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.

(d) There shall be no pending litigation or other governmental agency proceeding against Owner, CCSF or the Property concerning this Agreement.

(e) CCSF shall have performed all of its obligations under this Agreement, and any CCSF representations and warranties in this Agreement shall be true and correct.

Section 2.6 CCSF Closing Conditions.

The following conditions for the benefit of CCSF ("CCSF's Closing Conditions") shall be satisfied or waived by CCSF prior to or concurrently with the Close of Escrow:

(a) There shall exist no condition, event or act which would constitute a breach or default by the Owner, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.

(b) The Owner shall have executed and delivered into Escrow the Grant Deed and the other documents and funds required to close Escrow in accordance with this Agreement.

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(c) Title Company shall be unconditionally prepared and committed to issue a Title Policy insuring fee title to the Property vested in CCSF, subject to the exceptions described in Section 2.7, and in such form as CCSF shall require, upon receipt of payment of the standard premiums paid therefor.

(d) There shall be no pending litigation or other governmental agency proceeding against Owner or CCSF concerning the Property or this Agreement. Any defense of such litigation shall be provided as set forth in the Development Agreement.

(e) The Owner shall have performed all of its obligations under this Agreement and any Owner representations and warranties in this Agreement shall be true and correct.

(f) CCSF shall have approved the physical, legal and environmental condition of the Property, and have determined that the Property is suitable for the development of housing.

(g) The Owner shall have terminated any existing contracts, leases or licenses relating to Property, including contracts with respect to the illuminated billboard on the Property, and removed, or caused to be removed, the billboard from the Property. The Owner shall have removed any cars, vehicles or movable equipment on the Property.

(h) CCSF shall have performed any required environmental review, as set forth in Section 6.19.

Section 2.7 Condition of Title.

Upon the Close of Escrow, CCSF shall have insurable title to the Property which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

(a) applicable building and zoning laws and regulations;

(b) the Grant Deed;

(c) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and

(d) any other exceptions listed in the Title Report.

Section 2.8 Condition of Property.

(a) **"AS IS" PURCHASE. BY CLOSING, CCSF SHALL BE DEEMED TO HAVE APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. CCSF SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE OWNER IS SELLING AND CCSF IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT CCSF IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY**

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SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE OWNER OR ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF OWNER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. CCSF AFFIRMS THAT CCSF HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE OWNER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR RELIANCE ON THE EXPRESS REPRESENTATIONS MADE BY THE OWNER IN THIS AGREEMENT, CCSF ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). CCSF UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

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(b) Acknowledgment. CCSF acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 2.8 are

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"conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement and that the Owner would not have agreed to convey the Property to CCSF without the disclaimers and other agreements set forth in this Section 2.8. The Owner is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person (other than the Owner). CCSF has fully reviewed the disclaimers and waivers set forth in this Agreement with counsel and understands the significance and effect thereof.

(c) CCSF's Release of the Owner. CCSF, on behalf of itself and anyone claiming by, through or under CCSF, hereby waives its right to recover from and fully and irrevocably releases the Owner and its members, partners, employees, officers, directors, representatives, agents, related and affiliated entities, successors and assigns (the "Released Parties") from any and all claims, responsibility and/or liability that CCSF may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement; provided the foregoing release does not apply to a breach of any representation or warranty by the Owner under this Agreement, subject to the survival period set forth in Section 6.12.

(d) Scope of Release. In connection with the release in Section 2.8(c), CCSF expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

BY PLACING ITS INITIALS BELOW, CCSF SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT CCSF WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Initialed on behalf of CCSF: _____

Section 2.9 Costs of Escrow and Closing.

Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from the Owner to CCSF. The Owner shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any other costs and charges of the escrow to complete the Close of Escrow. The Owner shall be responsible for all costs incurred in connection with the prepayment or satisfaction of

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any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges, and the cost of removing any Title Defects.

ARTICLE 3.
PRIOR TO CLOSE OF ESCROW

Section 3.1 Responsibilities.

It shall be the responsibility of CCSF to coordinate, schedule and conduct all required reviews, inspections and due diligence with respect to its proposed use or disposition of the Property. It shall be the responsibility of the Owner to remove or cause to be removed existing vehicles, movable equipment and the existing billboard(s) from the Property. The Owner shall not permit the construction of any improvements on the Property from the effective date of this Agreement to the Close of Escrow.

Section 3.2 Title Defects.

(a) If after the date of this Agreement and prior to the Close of Escrow any claim of lien, encumbrance, covenant, assessment, easement, lease or other similar title encumbrance is filed against the Property ("Title Defects"), then the Owner shall, within twenty (20) days after receiving notice of the Title Defect, either remove the Title Defect of bond over or otherwise cause the release of the Title Defect in form reasonably acceptable to CCSF and the Title Company.

(b) If the Owner fails to discharge any Title Defect in the manner required in this Section 3.2 before the Close of Escrow, then in addition to any other right or remedy, CCSF may (but shall be under no obligation to) discharge such Title Defect at the Owner's expense. Alternatively, CCSF may require the Owner to immediately deposit with CCSF the amount necessary to satisfy such Title Defect and any costs, pending resolution thereof. CCSF may use such deposit to satisfy any Title Defect that is adversely determined against the Owner.

Section 3.3 Inspections.

(a) Upon not less than 24 hours' notice the Owner shall permit and facilitate, and shall require its agents, employees and contractors to permit and facilitate, observation and inspection at the Property by or on behalf of CCSF and its agents, consultants, employees and contractors, during reasonable business hours after the Effective Date and prior to the Close of Escrow for the purposes of conducting such due diligence as CCSF determines to be necessary or appropriate; provided, however, no invasive testing shall be performed on the Property, except as permitted by Section 3.3(b). CCSF has received a copy of that certain Phase I Environmental Site Assessment, San Francisco Chronicle Mission Street Campus, prepared by PANGEA Environmental Services, dated April 18, 2008 which relates to the Property (and certain additional properties) which has been updated by PANGEA Environmental Services on _____, 2015. The Owner agrees to deliver to CCSF all documents and file materials regarding the environmental condition of the Property, including any Hazardous Materials that may have come to be located in, on or beneath the Property, to the extent in Owner's Possession, within ten (10) days following the execution of this Agreement. Such documents and file materials shall be delivered without any representation or warranty regarding the correctness,

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accuracy or completeness of such documents and file materials. As used in this Section 3.3, the term "Owner's Possession" means those documents and file materials that are known to Owner and that are in Owner or its affiliates possession or control. CCSF shall rely entirely upon its own investigations, inspections and due diligence as to the condition or suitability of the Property for its intended purpose.

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(b) CCSF and its agents, employees, and representatives shall have a right of access to the Property commencing on the date that the Approvals are Finally Granted for the sole purpose of conducting a geotechnical analysis as may be required to evaluate engineering issues related to the construction of improvements on the Property; provided, however, no other intrusive testing shall be permitted without Owner's prior written approval, which may be granted or withheld in Owner's sole discretion. If CCSF desires to perform such geotechnical analysis, CCSF shall first obtain Owner's prior written approval (which approval shall not be unreasonably withheld or delayed) to CCSF's written protocol for conducting any invasive geotechnical testing. CCSF shall provide to Owner for its review a proposed written protocol for invasive testing not less than fifteen (15) business days prior to the date CCSF intends to commence such testing. CCSF shall deliver to Owner copies of any finalized geotechnical analysis related to the Property that CCSF orders or has conducted. In the course of its investigations: (i) CCSF shall, and shall cause its agents, employees and representatives to, use commercially reasonable efforts to minimize interference with the activities of Owner, and (ii) CCSF shall comply with all applicable safety protocols for such testing.

(c) Prior to any entry or inspection of the Property, CCSF or its agents and contractors shall provide Owner with evidence of insurance coverage (in commercially reasonable amounts) by providing Owner with a copy of an insurance certificate naming Owner as an additional insured. CCSF and its agents and contractors shall keep the insurance evidenced by such certificate in effect during the pendency of this Agreement. CCSF shall keep the Property free and clear of any liens caused by CCSF or its agents, employees and contractors and will indemnify, defend, and hold Owner harmless from all claims and liabilities asserted against Owner caused by CCSF, its agents, employees, or contractors entry onto or use of the Property. If any inspection or test damages the Property, CCSF will restore the Property to substantially the same condition as existed prior to any such inspection or test. CCSF waives all rights of subrogation against Owner and its agents, representatives, officers, directors and employees for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Agreement. CCSF's obligations under this Section 3.3(c) shall survive the Close of Escrow and any termination of this Agreement.

Section 3.4 Taxes and Assessments.

The Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefit, withholding, sales, and other taxes assessed against it, or payable by it, relative to the Property prior to the Close of Escrow; provided, however, that the Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Owner exercises its right to contest any tax, assessment, or charge against it, (a) CCSF may extend the Close of Escrow until the contest has been finally determined, and (b) the Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with

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all costs, charges and interest. In no event shall CCSF be required to close during the pendency of any tax contest.

Section 3.5 Hazardous Materials.

(a) From the Effective Date and until the Close of Escrow, Owner may not cause or permit the use and operation of the Property to be in violation of any Hazardous Materials Law, and Owner may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except for cleaning materials and other materials commonly used in connection with the operation of the Property for surface parking lot purposes, but not including vehicle maintenance.

(b) Owner shall immediately advise CCSF in writing if at any time prior to Close of Escrow (1) it receives written notice of any Hazardous Materials claims, (2) the Owner learns that a release of any Hazardous Material has occurred in or around the Property, and (3) the Owner discovers any occurrence or condition on any real property adjoining the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) CCSF shall have the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to CCSF (or counsel of its own choice if a conflict exists with Owner) in any legal proceedings or actions initiated in connection with any Hazardous Materials claims arising after the Effective Date and prior to Close of Escrow and to have its reasonable attorneys' fees in connection therewith paid by Owner. Nothing shall require CCSF to join or participate, or to accept the Property if CCSF becomes aware of any Hazardous Materials claim in or around the Property.

Section 3.6 Notice of Litigation.

Owner shall promptly notify CCSF in writing of any existing or threatened (in writing) litigation affecting Owner or the Property prior to Close of Escrow.

ARTICLE 4.
ALTERNATIVE PERFORMANCE

If (A) there is no default by Owner under this Agreement but (i) CCSF is not prepared to take title and proceed with the Close of Escrow on the Property in accordance with the schedule described Section 2.3, and (ii) the failure of the Close of Escrow would delay or prevent the issuance or grant of a Subsequent Approval under the Development Agreement (unless any such condition to issuance of a subsequent approval under the Development Agreement is waived by CCSF); or (B) CCSF elects at any time prior to the Close of Escrow, in the exercise of its discretion not to take title to the Property, then CCSF may elect to require the Owner to pay to CCSF cash in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000; the "Backup Payment") instead of transferring the Property to CCSF under this Agreement. CCSF shall notify the Owner of its election to accept the Backup Payment, in which case the parties agree to meet and confer for a period of thirty (30) days to determine whether there are any issues that can be resolved in order for CCSF to accept title to the Property. If, following the

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meet and confer period, CCSF elects not to take title, it shall notify the Owner of such determination and the Owner shall make the Backup Payment to CCSF within thirty (30) days following the notification. Notwithstanding the foregoing, if CCSF fails to make such election on or before the date which is six (6) months following the date that the first building permit is issued for either Building N-1 or Building H-1, as described in Exhibit B, Owner shall give to CCSF written notice of the expiration of the six (6) month period, and if CCSF does not make an election within 10 days following receipt of the notice, then CCSF shall be deemed to have elected to accept the Backup Payment and the Owner shall make the Backup Payment to CCSF within forty-five (45) days after the expiration of such six (6) month period. Upon CCSF's receipt of the Backup Payment, Owner's obligations to CCSF under this Agreement and the Development Agreement with respect to the Property shall be deemed satisfied, and this Agreement will terminate without further notice or action by either party.

ARTICLE 5.
DEFAULT AND REMEDIES

Section 5.1 Default.

In the event CCSF or Owner fails to perform such party's obligations under this Agreement (except as may be caused or excused by the other party's default), including without limitation, failure to convey the Property within the time and in the manner set forth herein, the party claiming default shall first notify the other party in writing of its purported breach or failure, giving that party forty-five (45) days from receipt of such notice to cure or, if cure cannot be accomplished within forty-five (45) days, to commence to cure such breach, failure, or act. In the event the default is not cured within said forty-five (45) days, or if the breach or failure is of such a nature that it cannot be cured within forty-five (45) days, the defaulting party shall commence to cure and diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days. Thereafter, if the default is not cured then the non-defaulting party shall be afforded all of its rights at law or in equity, by taking all or any of the following remedies: (a) waive such default; (b) prosecuting an action for actual damages (according to proof) or specific performance; and (c) terminating this Agreement.

Notwithstanding anything to the contrary above, it shall not be a CCSF default to fail to take the Property for any reason, so long as CCSF is willing to accept the Backup Payment or to extend the Close of Escrow if needed (and, in connection with any such extension, to continue to issue Subsequent Approvals during any period in which the Owner is not in default under this Agreement).

Section 5.2 Remedies Cumulative.

Except as expressly stated in this Agreement to the contrary, no right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

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ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications.

Formal notices, demands, and communications between the Owner and CCSF shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, or delivered personally, to the principal office of the Owner and CCSF as follows:

CCSF: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue
5th Floor
San Francisco, CA 94103
Attention: Director

with a copy to:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Real Estate/Finance Team – 5M Project

Owner: 5M Project, LLC
5 Third Street, Suite 200
San Francisco, CA 94103-3202
Attention: Martin Cepkauskas

with a copy to:

Forest City Residential Development, Inc.
875 Howard Street, Suite 330
San Francisco, CA 94103
Attention: Alexa Arena, Senior Vice President

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 6.1.

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Section 6.2 Forced Delay.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God, or other deities; acts of terrorism or the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of CCSF); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) days of receipt of the notice. Times of performance under this Agreement may also be extended by mutual agreement of the parties in writing.

Section 6.3 Title of Parts and Sections.

Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 6.4 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 6.5 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this Section 6.5 shall survive expiration of the Close of Escrow or the termination of this Agreement, and shall remain in full force and effect.

Section 6.6 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

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Section 6.7 Legal Actions and Attorneys' Fees.

Any legal action commenced to interpret or to enforce the terms of this Agreement shall be filed in the Superior Court of the County of San Francisco. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney's fees and costs incurred in such action. For purposes of this Agreement, reasonable attorneys' fees of CCSF's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred.

Section 6.8 Binding Upon Successors.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the parties expressly releases the Property from the requirements of this Agreement.

Section 6.9 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

Section 6.10 Time of the Essence.

In all matters under this Agreement, the parties agree that time is of the essence.

Section 6.11 Action by CCSF.

Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by CCSF is required or permitted under this Agreement, such action may be given, made, or taken by the Director of the Mayor's Office of Housing and Community Development, or by any person who shall have

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been designated in writing to the Owner by the said Director, without further approval by the Board of Supervisors. Any such action shall be in writing.

Section 6.12 Representation and Warranties of Owner.

The Owner hereby represents and warrants to CCSF as follows:

(a) Organization. The Owner is a duly organized, validly existing Delaware limited liability company, and is in good standing under the laws of the State of California and has the power to own its property and carry on its business as now being conducted.

(b) Authority of Owner. The Owner has full power and authority to execute and deliver this Agreement, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under the Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Owner, or any provision of the organizational documents of the Owner, or will conflict with or constitute a breach of or a default under any agreement to which the Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of the Owner, other than liens established pursuant hereto.

(f) Pending Proceedings. The Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's ability to perform its obligations under this Agreement.

(g) Hazardous Materials. In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the Owner hereby represents and warrants that it has no

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knowledge of, and no reasonable cause to believe that any release of Hazardous Materials has come to be located in, on or beneath the Property, except: (i) Owner discloses the possibility of gasoline, diesel or other vehicle fluids or exhaust associated with the surface parking lot use of the Property (yet the Owner has no knowledge of any actual Hazardous Material in, on or beneath the Property), (ii) as otherwise contained in any documents provided by Owner to CCSF prior to the Close of Escrow, or (iii) as otherwise known or discovered by CCSF prior to the Close of Escrow.

The Owner on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless CCSF and its successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty made by the Owner in this Agreement. The provisions of this Section 6.12 shall survive beyond the Close of Escrow for a period of twelve (12) months and no claim for a breach of a representation or warranty shall be actionable or payable unless CCSF commences a legal action for such breach within such six-month period.

Section 6.13 Entire Understanding of the Parties.

This Agreement (together with the Development Agreement) constitutes the entire understanding and agreement of the parties. All prior discussions, understandings and written agreements are superseded by this Agreement. The parties' respective counsel have read and reviewed this Agreement and agree that any rule of construction (including, but not limited to Civil Code Section 1654, as may be amended from time to time) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Section 6.14 Amendments.

The parties can amend this Agreement only by means of a writing executed by the Owner and CCSF.

Section 6.15 Counterparts; Multiple Originals.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 6.16 General Condition.

While this Agreement anticipates that the Property, after the Close of Escrow, may be used by CCSF to develop affordable low-income housing, or sold, mortgaged, or otherwise used by CCSF to finance affordable housing, unless the rights and obligations of the parties are liquidated as provided in Article 5, there are no terms or description of any such possible future development, which are not known or can be known and therefore any such future possible development is entirely speculative and uncertain. CCSF is under no legal obligation to use the Property for said purpose, or any other purpose, or on any schedule or description. Accordingly, CCSF retains absolute discretion before and after the Close of Escrow: to determine the nature, purpose, scope and schedule for any future use of the Property; to approve or deny necessary permits, authorizations or agreements in connection therewith; to modify or design any such

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project as may be necessary to mitigate significant environmental impacts in connection therewith; to select other feasible alternatives or adopt feasible mitigation measures to avoid or substantially lessen significant environmental impacts prior to taking final action if such significant impacts cannot be avoided; or to determine not to proceed with a project on the Property, or to proceed to accept the Backup Payment under this Agreement and not to proceed to Close of Escrow. The parties acknowledge and agree that if the Development Agreement terminates prior to the Community Benefit obligation to which this Agreement pertains, this Agreement shall concurrently terminate with the Development Agreement.

Section 6.17 Notification of Limitations on Contributions.

Through its execution of this Agreement, the Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Owner acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. The Owner further acknowledges that the prohibition on contributions applies to each member of the Owner's board of directors, and the Owner's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in the Owner; any subcontractor listed in the contract; and any committee that is sponsored or controlled by the Owner. Additionally, the Owner acknowledges that the Owner must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 6.18 Non-Liability of Officials, Employees and Agents.

Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of CCSF shall be personally liable to the Owner or its successors and assigns, in the event of any default by CCSF, or for any amount which may become due to the Owner or its successors and assigns, under this Agreement.

Notwithstanding anything to the contrary in this Agreement, no individual member, partner, employee, officer, director, representative, or agent of the Owner or its affiliates shall be personally liable to CCSF or its successors and assigns, in the event of any default by the Owner, or for any amount which may become due to CCSF or its successors and assigns, under this Agreement.

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Section 6.19 Environmental Review.

Subject to the limitations on invasive testing set forth in Section 3.3(b), no other provision in this Agreement shall prevent or limit the absolute discretion of CCSF to conduct environmental review in connection with any future proposal for development on the Property, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not proceed with such future proposals, and to obtain any applicable permits or other authorization for uses on the Property.

[Signatures on following page.]

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IN WITNESS WHEREOF, the County and the Owner have executed this Agreement as of the Effective Date.

OWNER:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____
Martin Cepkauskas
Vice President

Deleted: Name: _¶
Its: _¶

CCSF:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
CITY ATTORNEY

By: _____
Charles Sullivan
Deputy City Attorney

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EXHIBIT A

LEGAL DESCRIPTION

Outlier Parcel

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

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

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EXHIBIT B

Transfer Parcel Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City and County of San Francisco
25 Van Ness Ave., 4th Floor
San Francisco, CA 94102
Attn: Director of Property (MOHCD Property)

MAIL TAX STATEMENTS TO:

[same as above]

(Above Space for Recorder's Use Only)

Exempt from documentary transfer tax pursuant to California Revenue and Taxation Code §11922. Exempt from recording fees pursuant to California Government Code §27383. Governmental agency acquiring title.

A.P.N.: 3725-086

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, 5M PROJECT, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to THE CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State ("Grantee"), the real property located in the City and County of San Francisco, State of California, as described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single agreement with the same effect as if both parties had signed the same counterpart. Any signature page from any counterpart of this Grant Deed, signed only by one party, may be detached from such counterpart and re-attached to any other counterpart of this Grant Deed signed only by the other party.

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IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of _____, 201___.

5M PROJECT, LLC,
a Delaware limited liability company

By:_____
Martin Cepkauskas
Vice President

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Its:_¶
By:_¶
Name:_¶
Its:_¶

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ACCEPTANCE BY GRANTEE

Government Code Section 27281

This is to certify that the interest in real property conveyed by the Grant Deed is hereby accepted by the undersigned officer, on behalf of the City and County of San Francisco, as Grantee, pursuant to the authority conferred by Ordinance No. _____, adopted by the San Francisco Board of Supervisors on _____, and Grantee consents to the recordation of this Grant Deed.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 2015.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:_____
Name: John Updike
Its Director of Property

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EXHIBIT 1

TO DEED

LEGAL DESCRIPTION

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

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

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CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

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DRAFT 08/03/15

Schedule 2

Form of Transfer Agreement

TRANSFER AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

5M PROJECT, LLC, a Delaware limited liability company

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~~Exhibit F~~
~~Workforce Agreement~~

Exhibit F

Workforce Agreement

Developer shall make contributions and require Project Sponsors, Contractors, Consultants, Subcontractors and Subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end use phases of the Project, as set forth in this Exhibit F.[1]

A. **Workforce Job Readiness and Training Funds.**

The Project shall contribute to OEWD $1,500,000 (One Million Five Hundred Thousand Dollars) to support workforce job readiness and training ("**Workforce Job Readiness and Training Funds**"). Such funds shall be paid to OEWD at the time and allocated to and used as provided in Exhibit D to this Agreement. Priority for OEWD's use and allocation of Workforce Job Readiness and Training Funds shall be to organizations with an existing track record of working in the impacted communities within District 6.

1. Barrier Removal Funds. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to reducing barriers to employment for at-risk populations, including low-income youth and young adults with histories of incarceration, homelessness, substance abuse or other factors that may create barriers to employment ("**Barrier Removal Funds**"). The Barrier Removal Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Barrier Removal Funds will be used to train enrolled individuals in areas such as life skill

[1] Any capitalized term used in this Exhibit F, including its Attachments, that is not defined herein shall have the meaning given to such term in this Agreement.

training, basic education (including assistance with attaining a GED or driver's license if applicable), job placement and retention services, and wrap-around social services, with a goal of allowing participants to be CityBuild-ready. OEWD shall give priority to allocating the Barrier Removal Funds to increase capacity of an established program. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Barrier Removal Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

2. Job Seeking Resources for Disadvantaged Adults. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to providing job seeking resources for disadvantaged adults, including individuals experiencing homelessness ("**Job Seeking Resources Funds**"). The Job Seeking Resources Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Job Seeking Resources Funds will be generally targeted to programs that include a comprehensive intake process, and that create a culturally competent, individualized plan for each client, including employment goals, training, and barrier removal. The programs may also include working with potential employers regarding any necessary accommodations or training, and ongoing support following job placement. OEWD shall give priority to allocating the Job Seeking Resources Funds to increase capacity of an established program with experience collaborating with other community-based organizations and social services agencies. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Job Seeking Resources Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

3. Paid Information and Communications (ICT) Internships. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to paid ICT internships. According to the San Francisco Controller's Office, the tech sector has accounted for more than 30% of the jobs added in San

Francisco since 2010. Yet as tech firms draw talent from across the United States – and across the world – local residents are too often under-represented in the workforce. Paid ICT internships and apprenticeships, both with 5M tenants and with tech firms throughout San Francisco, will provide an opportunity for local residents to gain valuable experience and to build professional networks in the tech world. The program will prioritize South of Market residents.

4. TechSF – Information and Communications Technology (ICT) Training Program. Approximately $500,000 (Five Hundred Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to the TechSF ICT Training Program. TechSF is an OEWD training academy that provides occupational skills training, work experience opportunities, and job placement assistance to training participants and other individuals working in informational technology fields in various industries. TechSF offers training in high growth ICT occupations including Software Development, Web Design, Motion Graphics, Cloud Services, Network Administration and Support, and other skills in demand to serve a continuum of jobseekers and employers. South of Market residents will be targeted in the program's outreach efforts, and slots will be prioritized for South of Market residents.

5. Specialized Construction Training and Certifications. Approximately $250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to specialized construction training and certifications. OEWD's CityBuild Academy Pre-apprenticeship Training Program is an 18-week construction training program in partnership with City College, trades unions, and employers. Leveraging its existing resources, CityBuild Academy will provide additional specialized training outside of the Pre-apprenticeship Training Program to prepare residents for construction work at 5M. Priority will be given to South of Market residents.

6. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this Exhibit F. The Workforce Job Readiness and Training Funds may be commingled with other

funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available upon Developer's request.

7. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Workforce Job Readiness and Training Funds paid by the Developer as set forth in this Exhibit F. The Board of Supervisors also agrees that any interest earned on any the Workforce Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Exhibit F and shall not be transferred to the City's general fund.

B. **First Source Hiring Program.**

1. Each Project Sponsor shall, with respect to each Workforce Building[2], (i) include in each Contract for construction work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A before beginning any construction work, and (ii) provide a signed copy thereof to the First Source Hiring Administration ("**FSHA**") and CityBuild within 10 business days of execution.

2. Each Project Sponsor shall, with respect to each Workforce Building, comply with the requirements of San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into leases or other occupancy contracts for commercial space at the Premises that are subject to Chapter 83 with a tenant ("**Commercial Tenant**"), will include in each such contract a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in

[2] Any capitalized term used in this Section B that is not defined will have the definition given to such term in Attachment A, including the following terms: Contract, Contractor, Entry Level Positions, Project Sponsor, Qualified Economically Disadvantaged Individuals for Entry Level Positions, and Workforce Building.

the form attached hereto as Attachment B, and (ii) provide a signed copy thereof to the FSHA within 10 business days of execution.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Workforce Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent Entry Level Positions located within the Premises where required under Chapter 83.

4. The owners or residents of the individual residential units and any residential Homeowner's Association within the Project shall have no obligations under this Section B and no obligation to enter into a FSHA Construction Agreement or FSHA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA's request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 83 or this Section B. If a Project Sponsor fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 of the Agreement..

~~Exhibit F~~
~~Workforce Agreement~~

7. This Section B is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code.

C. **Local Business Enterprise (LBE) ~~Hiring~~Utilization Program.**

Each Project Sponsor of a Workforce Building, as defined in Attachment C, and its respective Contractors and Consultants, shall comply with the Local Business Enterprise ~~Hiring~~Utilization Program set forth in Attachment C hereto.

Attachment A:

First Source Construction Hiring Agreement

This First Source Construction Hiring Agreement ("FSHA Construction Agreement") is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct [specify number of new dwelling units, and/or square feet of commercial space and number of accessory, off-street parking spaces] ("Workforce Building") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this FSHA Construction Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this First Source Construction Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Construction Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce: Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. Economically Disadvantaged Individual: An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. Hiring opportunity: When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on a Workforce Building.

d. Job Notification: Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. New hire: A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. Referral: A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities in the Project Site that require a Permit as defined in Chapter 83.

h. Workforce participation goal: The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for a Workforce Building.

i. Entry Level Position: A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent construction jobs related to the development of a commercial activity.

j. First Opportunity: Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

k. Job Classification: Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

l. Job Notification: Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

m. Publicize: Advertise or post available employment information, including participation in job fairs or other forums.

n. Qualified: An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this FSHA Construction Agreement.

o. System: The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring

requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

p. System Referrals: Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

q. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

r. Project Sponsor. Project Sponsor shall mean [*insert name of applicable ~~project sponsor of the~~Developer or Workforce Building owner]* , including any successor during the term of this FSHA Operations Agreement.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-Level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract for each Workforce Building:

i. On Attachment A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on each Workforce Building for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff in completing the CityBuild Workforce Hiring Plan Form 2, to identify, by trade, the number of Core workers at Workforce Building project start and the number of workers at Workforce Building project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

v. A negotiated and signed CityBuild Workforce Hiring Plan Form 2 will constitute the First Source Hiring Plan for each Workforce Building as required under Chapter 83.

b. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry

Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the Workforce Building.

c. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

   i. If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

   ii. After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

d. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the First Opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable Collective Bargaining Agreements as defined in Section 8 below. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this FSHA Construction Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this FSHA Construction Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction of a Workforce Building Attachment A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this FSHA Construction Agreement. Such review shall be conducted by FSHA in accordance with Section 11 (c) below.

c. Meet with the Workforce Building project's Project Sponsor, general contractor, or CityBuild representative to review and discuss the plan to meet local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review hiring projections and goals for this Workforce Building project. Contractor must take active steps to advise all of its subcontractors of the local hiring obligations on the Workforce Building project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the Workforce Building project.

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying expected hiring needs during the Workforce Building project's duration.

f. Notify the respective union(s) regarding local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate the union's Collective Bargaining Agreement(s).

g. Reserve "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable Collective Bargaining Agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on this project in a timely matter in order to facilitate CityBuild's notification to these unions of the Workforce Building project's workforce requirements.

i. Submit a "Job Request" form to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that Contractor has contacted CityBuild as part of its local hiring obligations.

j. The Contractor has an ongoing, affirmative obligation and must advise each of its subs of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the Workforce Building project, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Contractor will request a meeting with the Workforce Building project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Workforce Building project, source of hire, and any other pertinent information as pertain to compliance with this FSHA Construction Agreement.

m. Maintain accurate records of efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor through a San Francisco CBO whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Contractor on a Workforce Building project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and minimum hiring goals using Form 2: the CityBuild Workforce Hiring Plan, provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this FSHA Construction Agreement. Contractor shall

ensure that this FSHA Construction Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this FSHA Construction Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this FSHA Construction Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this FSHA Construction Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Construction Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this FSHA Construction Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this FSHA Construction Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this FSHA Construction Agreement; and

g. Monitor the performance of the FSHA Construction Agreement by examination of records of Contractor as submitted in accordance with the requirements of this FSHA Construction Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this FSHA Construction Agreement.

12. DURATION OF THIS AGREEMENT

This FSHA Construction Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this FSHA Construction Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

13. NOTICE

All notices to be given under this FSHA Construction Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Project Sponsor:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This FSHA Construction Agreement and the 5M Development Agreement contain the entire agreement between the parties to this FSHA Construction Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This FSHA Construction Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Contractor, their obligations shall be joint and several.

15. SEVERABILITY

If any term or provision of this FSHA Construction Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this FSHA Construction Agreement shall not be affected.

16. COUNTERPARTS

This FSHA Construction Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. HEADINGS

Section titles and captions contained in this FSHA Construction Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSHA Construction Agreement or the intent of any of its provisions

18. GOVERNING LAW

This FSHA Construction Agreement shall be governed and construed by the laws of the State of California, and interpreted consistent with the requirements of Chapter 83.

IN WITNESS WHEREOF, the following have executed this FSHA Construction Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.
All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.
The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.
It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.
All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.

Construction Project Name:		Construction Project Address:	
Projected Start Date:		Contract Duration:	*(calendar days)*
Company Name:		Company Address:	
Main Contact Name:		Main Phone Number:	
Main Contact Email :			
Name of Person with Hiring Authority:		Hiring Authority Phone Number:	
Hiring Authority Email:			

Name of Authorized Representative | Signature of Authorized Representative* | Date

By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.
Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite. "Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
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		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		

FOR CITY USE ONLY: CityBuild Staff: _____ Approved: Yes ☐ No ☐ Date: _____
Reason: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 4: FIRST SOURCE SUMMARY REPORT

Reporting Period (Month/Year): _____

Project Name: _____ Project Address: _____ Company Name: _____ Date: _____

Contractor Representative: _____ Signature: _____ Email: _____ Contact Number: _____

COUNT	LAST	FIRST	ZIP CODE	JOURNEY/ APPRENTICE	CRAFT	REFERRAL SOURCE	NEW HIRE	DATE OF HIRE (New Hires Only)
1 (e.g.)	Doe	John	94080	JOURNEY	LABORER	Union	YES	1/1/2012
2 (e.g.)	Doe	Jane	94124	APPRENTICE	CARPENTER	CityBuild	YES	2/1/2012
3 (e.g.)	Piper	Peter	94502	JOURNEY	PILE DRIVER	Core	NO	9/1/2011

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FIRST SOURCE HIRING PROGRAM
CITYBUILD ATTACHMENT 3
CONSTRUCTION CONTRACTS

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org

2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

Field Code Changed

ATTENTION: *Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information *(Union contractors complete Section B. Otherwise, leave Section B blank)*

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY *Able to Fill* Yes ☐ No ☐

Attachment B: First Source Hiring Agreement
For Business, Commercial, Operation and Lease Occupancy of the Building

This First Source Hiring Agreement (this "FSHA Operations Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of a building permit for 25,000 square feet or more of floor space or construction of ten or more residential units; and,

WHEREAS, the Project Sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Operations Agreement, initially capitalized terms shall be defined as follows:

a. Entry Level Position: Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

b. Workforce System: The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

d. Lessee: Tenant, business operator and any other occupant of a Workforce Building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying a Workforce Building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

e. Project Sponsor shall mean [*insert name of applicable ~~project sponsor of the~~Developer or Workforce Building owner]* , including any successor during the term of this FSHA Operations Agreement.

e. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities within the Project Site that require a Permit as defined in Chapter 83.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Building until the earlier of (a) ten (10) years following the date Lessee opens for business at the Premises, or (b) termination of Lessee's lease or other occupancy agreement, at which time this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this FSHA Operations Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this FSHA Operations Agreement and Attachment B-1 upon entering into leases for the commercial space of the Workforce Building. Lessee

will also accurately complete and submit Attachment B-1 annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee accurately completes and submits Attachment B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this FSHA Operations Agreement.

e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

f. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this FSHA Operations Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

Field Code Changed

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the 5M Development Agreement contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or

unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Business Name: _____ **Phone:** _____

Main Contact: _____ **Email:** _____

_____ _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Attachment B and Attachment B-1. Lessee will also complete and submit an Attachment B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☐ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

_____

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.org
Website: www.workforcedevelopmentsf.org

Field Code Changed

Field Code Changed

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
Exhibit F
Workforce Agreement

1. Purpose and Scope. This Attachment C ("LBE Utilization Plan") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of each Workforce Building (as defined below), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor of a Workforce Building shall participate in a local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Project Sponsor, Construction Contractor or professional services firm retained to work on a Workforce Building, as the case may be (each, a "Contracting Party") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock or is a specially manufactured item(s), the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of a Workforce Building.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Workforce Building.

e. "Contractor" shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a Workforce Building.

f. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.

g. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

h. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

i. "Project Sponsor" shall mean the project sponsor of a Workforce Building.

j. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Workforce Building.

k. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Workforce Building.

l. "Workforce Building" shall mean all Buildings as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of 10% of the total cost of all Contracts for a Workforce Building awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A).

5. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns and shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. If a Project Sponsor fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
Exhibit F
Workforce Agreement

6. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 6 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals, for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (http://mission.sfgov.org/OCABidPublication) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its Prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting

opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

l. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;

m. Quarterly Reports. During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 9 herein; and

n. Meet and Confer. Attend the meet and confer process described in Section 9.

7. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.b, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request

to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 6.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

9. Meet and Confer Process. Commencing with the first Contract that is executed for a Workforce Building, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

11. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
Exhibit F
Workforce Agreement

12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)
b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)
c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)
e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
f. Total LBE participation is defined as a percentage of total Contract dollars.

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Comment [A1]: I just added letters to the individual paragraphs.

13. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the

Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $10,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.4.3-9.4.5 of the Development Agreement.

15. Duration of this Agreement. This Attachment C shall terminate (i) as to each Workforce Building where work has commenced under the Development Agreement, upon completion of initial construction, including initial tenant improvements, of the Workforce Building, and (ii) for any Workforce Building that has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this Attachment C shall be of no further force and effect.

16. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
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If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

EXHIBIT G

Transportation Program

All initially capitalized terms shall have the meaning given in the Definitions section of this Agreement, unless separately defined in this Exhibit.

1. Improvements.

Developer shall construct the street and sidewalk improvements (the "**Improvements**") described in this Section 1 below. The Parties agree to cooperate with one another to complete the Improvements as and when contemplated by this Exhibit, and to take all other actions or proceedings reasonably necessary or appropriate to ensure that the reviews, Subsequent Approvals, and inspections required to complete such Improvements are provided without undue delay and in accordance with this Agreement, provided that nothing in this Exhibit obligates City to spend any sums of money or to incur any costs other than administrative costs incurred in the ordinary course of business, in connection therewith.

Developer shall complete the Improvements described below and depicted on Schedule 1 hereto, each as may be further described in and consistent with the Design for Development, as provided in the respective Building Conditional Use authorization, prior to issuance of a Certificate of Occupancy for each respective Building identified below:

Building	Improvements
Building H-1	Widen the adjacent Fifth Street sidewalk, between Natoma and Howard Streets, from 10 feet to 18 feet (with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Widen Mary Street sidewalk adjacent to Mary Court West, from 5 feet to 10 feet, and install associated streetscape improvements to all sidewalks adjacent to Mary Court West. Convert Mary Street between Minna and Howard Streets to a shared public way. Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building H-1 along Mary Street. Construct and install streetscape and other improvements on

Building	Improvements
	the adjacent Natoma, Fifth, Howard and Mary Street frontages. Install street trees within a 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.[1] Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street.[1]
Building M-2	Convert Mary Street between Mission and Minna Streets to a pedestrian-only alley, the "North Mary Pedestrian Alley", which would thereafter be closed to vehicular and bicycle traffic, and install associated streetscape improvements. Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building M-2 along North Mary Alley. Construct and install streetscape and other improvements on the adjacent Mission Street frontage, and streetscape and other improvements to the Mary Street and Minna Street sidewalk adjacent to Mary Court East constructed with Building M-2.
Building N-1	Widen the western Fifth Street sidewalk between Natoma and Minna Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Construct and install streetscape and other improvements on the adjacent Fifth and Minna Street building frontages.
Building M-1 (Chronicle Building)	Widen the western Fifth Street sidewalk between Minna and Mission Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces). Construct and install streetscape and other improvements on the adjacent Fifth, Mission and Minna Street frontages.
Examiner Building	Construct and install streetscape improvements on adjacent Minna Street frontage.

[1] Obligations to construct or install Improvements off of, and not adjacent to, the Project Site are expressly conditioned upon obtaining access rights from affected property owner(s). If Developer is not able to secure such rights, then Developer and the City shall meet and confer to identify alternative improvements of equal value for Developer to complete instead.

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2. Transit Fee and TSP Contribution.

Developer shall pay a Transit Impact Development Fee ("**Transit Fee**") for use and allocation as described in the Community Benefits Schedule, Exhibit D to the Agreement. Upon receipt, the SFMTA shall have the right to expend the Transit Fee in its sole discretion in accordance with customary SFMTA practice.

Developer shall pay to SFMTA the portion of the 5M Community Benefit Fee at the time and in the manner described in the Community Benefits Schedule, Exhibit D to the Agreement (the "**TSP Contribution**"). The TSP Contribution shall be used by SFMTA to contribute to SFMTA's costs to construct and install pedestrian safety improvements, including but not limited to sidewalks, cross-walks, signal timing and left/right turn pockets, as further described below in this Section 2 (the "**TSP Improvements**"). SFMTA shall be responsible for all additional costs associated with the design, permitting, construction, installation, maintenance and operation of the TSP Improvements beyond the amount of the TSP Contribution. SFMTA's use of the TSP Contributions and the timing of its construction of the TSP Improvements shall be prioritized in the following order:

2.1 Mission Street Mid Block Crossing. Mid-block signalized crosswalk extending north across Mission Street between the North Mary Pedestrian Alley and the San Francisco Mint building, which is estimated to be $400,000.

2.2 SoMa Street Streetscape, Pedestrian Safety and Related Improvements. SFMTA shall use the remaining TSP Contributions for the purpose of designing and constructing streetscape, pedestrian safety, pedestrian realm and related improvements within the impact area identified on Schedule 2 hereto.

3. Fifth Street East Sidewalk and Related Improvements.

As further described in and in accordance with the requirements of the MMRP, Exhibit J to the Agreement, Developer shall fund the design and construction of the following improvements:

3.1 Sidewalk extension of the east sidewalk on Fifth Street between Minna and Mission Streets by 10 to 15 feet;

3.2 Restriping and widening of the east crosswalk at the intersection of Fifth/Mission Streets to 25 feet;

3.3 Traffic and pedestrian signal upgrades at the intersection of Fifth/Mission Streets;

3.4 Restriping of the Minna Street travel lanes between Fifth Street and the Project's garage entrances; and

3.5 New and more visible "Minna Street Garage Entrance" and Garage Full" signs at the Fifth and Mission Garage.

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4. TDM Plan.

Developer shall ~~prepare and~~ implement athe Transportation Demand Management ("**TDM**") Plan consistent with the TDM menu prepared by Fehr and Peers ("**TDM Menu**" attached hereto as Schedule 3~~),~~), which identifies proposed TDM measures ("**TDM Measures**") for reducing estimated one-way vehicle trips, and establishes numeric goals for each Building associated therewith.

Developer shall undertake the following with respect to monitoring and reporting of compliance with the proposed TDM measures. Developer shall, in consultation with qualified transportation engineers, design a bi-annual survey of residents' and employees' travel behavior as set forth below, conduct the survey and submit a written report ("**TDM Report**") on the status of implementing all TDM Measures, at no cost to the City. The TDM Report will contain the results of the bi-annual survey, and also assess whether the Project is meeting its vehicle-trip reduction target ~~of 13~~14 percent[2], as measured against the PM peak projection (set forth in the revised project assessment prepared by LCW Consulting dated April 27, 2015) of 465 trips ("**TDM Goal**"). The TDM Report shall include information on the contribution of each Building described in the TDM Menu in reducing vehicle trips and meeting the aggregate TDM Goal, based on that Building's trip reduction target described in the TDM Menu, and its implementation of TDM measures as described on the TDM Menu. The determination of whether the TDM Goal is being achieved prior to completion of all Buildings covered by the TDM Menu shall be measured in the aggregate for all Buildings that have received certificates of occupancy and are at least 75% occupied. The first survey will be conducted within one (1) year following the ~~full~~certificate of occupancy of the first ~~building~~Building. Additional surveys will be conducted every two years thereafter. The information and analysis regarding achievement of the TDM Goal may be part of the annual review procedure under Section 8.2 of the Agreement, or it may be performed on a separate schedule based upon the timing of the availability information consistent with this Exhibit G.

Each TDM Report will either provide evidence that the Project has (or completed and occupied a portion thereof) achieved the TDM Goal, or ~~state that the Project has~~if not achieved ~~this goal and~~, provide an explanation of ~~how and~~ why the TDM Goal has not been reached ~~and a proposal for additional measures that will be implemented in the future to address the TDM Goal~~. If a TDM Report indicates that the Project has not reached the TDM Goal, then the Developer and SFMTA shall meet and confer to determine a reasonably achievable program of additional measures for attaining the TDM Goal.

If SFMTA and the Developer are unable to reach agreement on a program of additional measures for attaining the TDM goal within 90 days of the completion of a TDM Report or such longer period as may be agreed to by both parties, ~~the~~ Developer will pay SFMTA $50,000 (Fifty Thousand Dollars), in fiscal year 2015 dollars, adjusted by the Consumer Price Index) within 60 days following the end of the 90-day meet and confer period.

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[2] This percentage includes a combination of Code-required and additional trip reduction measures, as set forth in the Note to the TDM Menu.

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These funds will be used by SFMTA solely for transportation demand management or transportation improvements related to the Project traffic impact area as determined by SFMTA. The format of the survey and TDM Report will be developed in consultation with the SFMTA.

~~This Section 4 shall terminate on _____ [*to be inserted*].~~

The TDM Plan implementation and Developer's related obligations under this Section 4 shall begin for each Building upon issuance of the temporary certificate of occupancy for the Building and remain in effect for a period of 10 years thereafter.

5. Board Authorization and Appropriation. By approving this Agreement, including this Exhibit, the Board of Supervisors authorizes the Controller and City Department to accept the funds paid by Developer as set forth in this Exhibit, to maintain separate, interest-bearing accounts or subaccounts as contemplated in this Exhibit, or otherwise provide for separate accounting of funds paid by Developer and their use, and to appropriate the funds, including interest and earnings, for the purposes described in this Exhibit for the term of the Agreement. Any interest earned on the deposited funds, accounts or subaccounts created under the terms of this Exhibit shall remain in the designated account or subaccount for use consistent with the identified purpose and shall not be transferred to the City's General Fund for other purposes. Any accounts for receipt and use of the TSP Contribution funds described above shall terminate upon the payment by Developer and expenditure by City of the respective TSP Contribution funds.

Notwithstanding the foregoing, nothing herein shall prevent or limit the absolute discretion of the City to conduct environmental review in connection with any future proposal for the TSP Improvements, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not to proceed with such future proposals and to obtain any applicable permits or other authorization for the TSP Improvements.

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SCHEDULE 1 - IMPROVEMENTS MAP

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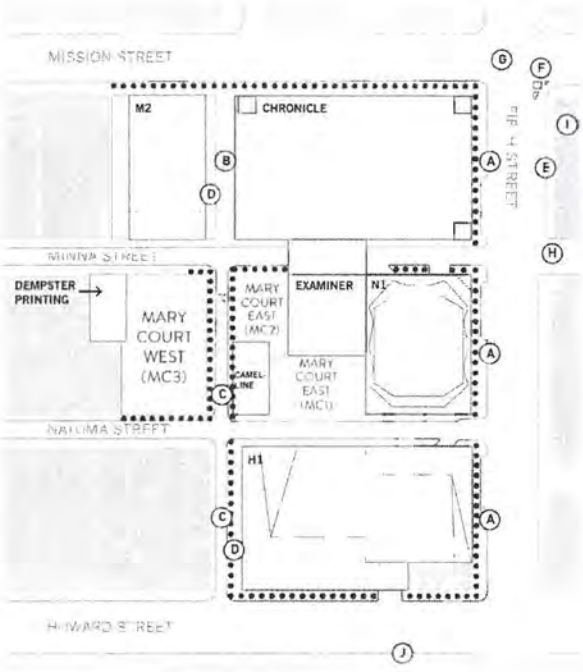
TO BE CONSTRUCTED BY THE PROJECT [1]

- • • • Building-related streetscape improvements (including street trees)
- (A) West sidewalk widening between Mission and Howard Streets (from 10 feet to 18 feet, with 8-foot inset for loading)
- (B) Conversion to North Mary Pedestrian-Only Alley
- (C) Conversion to Shared Public Way (including West sidewalk widening of Mary Street between Minna and Natoma, from 5 feet to 10 feet)
- (D) Privately-owned pedestrian improvement

TO BE FUNDED BY THE PROJECT, DESIGNED/ CONSTRUCTED BY SFMTA [1]

- (E) East sidewalk widening between Mission and Minna Streets (from 10 feet to 15 feet)
- (F) Crosswalk widening/restriping to 25 feet (East Mission/Fifth Street intersection)
- (G) Traffic/pedestrian signal upgrades at Fifth/Mission Street intersection
- (H) Restriping of the Minna Street travel lanes between Fifth Street and the Fifth/Mission Garage entrances to provide for additional vehicle queuing on Minna Street
- (I) New/more visible "MINNA STREET GARAGE ENTRANCE" and "GARAGE FULL" signs for the Fifth/Mission Garage
- (J) Off-site streetscape improvements (including street trees)



[1] *All depicted improvements are more particularly described in the Transportation Program*

5M PROJECT SAN FRANCISCO

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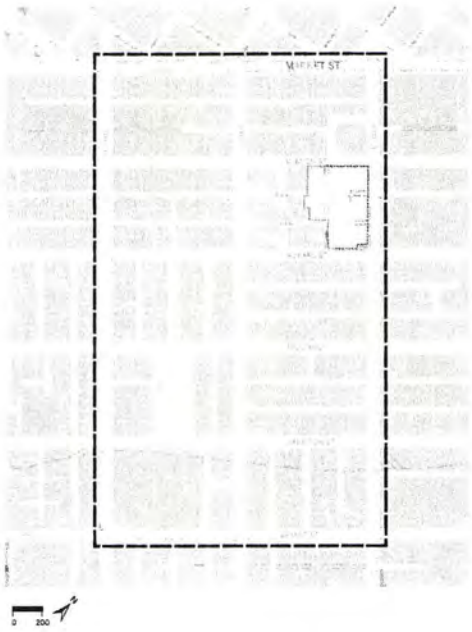
SCHEDULE 2 - TSP CONTRIBUTION IMPACT AREA MAP

DRAFT – 07/07/15

Map depicts potential location of TSP Contribution expenditure as discussed in Transportation Program, Section 2.



5M PROJECT SAN FRANCISCO

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Schedule 3 – TDM Menu

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, promote regular turnover and discourage visitors from driving.	6.0%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	1.7%		Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
	3	Real-time Info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Parking Strategies				**8%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Bike/Ped Amenities				**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	1.1%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential trips only.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.8%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
Trip Reduction from Carshare				**2%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	3.6%	ow to Medi	No	No	Transit subsidy is generally in form of "commuter check" participation, allowing employees to use up to $130/month toward any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed $65/month.
	12	Rideshare Program - Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	1.4%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for residents / transit data	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
Trip Reduction from TDM Program & Other Amenities				**6%**				
Trip Reduction from Full TDM Plan:				**14%**				

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assign a mode split adjustment based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 14% above includes Code-required measures but the menu also calls these out separately to show what the sponsor is committing to above and beyond Code.

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TDM Menu - Chronicle/Examiner

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, promote regular turnover and discourage visitors from driving.	8.3%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	5	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Parking Strategies				**8%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
Trip Reduction from Bike/Ped Amenities				**0.1%**				
Carshare	8	Subsidized Carshare Membership	Encourage employers to subsidize carshare for employees.	0.3%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
Trip Reduction from Carshare				**1%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	5.8%	Low to Medium	No	No	Transit subsidy is generally in form of 'commuter check' participation, allowing employees to use up to $130/month toward any qualified transit pass or Clipper Card value. Assumes 73% of employees are reimbursed $83/month.
	12	Rideshare Program - Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	2.1%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for motorists / transit users	Provide 'transit screen' style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
Trip Reduction from TDM Program & Other Amenities				**8%**				
Trip Reduction from Full TDM Plan:				**17%**				

Note: The empirically derived peak travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 17% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

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TDM Menu - M2

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage patrons to consider alternatives to driving and promote regular turnover	4.5%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	2.0%		Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Parking Strategies	**7%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station & Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of CDA/HOA dues. Encourage employers to subsidize carshare for employees.	0.7%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**1%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**1%**				
			Trip Reduction from Full TDM Plan:	**9%**				

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 9% score includes Code-required measures but the memo also calls these out separately, to show what the sponsor is committing to above and beyond Code.

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TDM Menu - N1

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage patrons to consider alternatives to driving and promote regular turnover	1.2%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	5.2%	-	Yes	Yes	Assumes monthly parking pricing at market rate; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
			Trip Reduction from Parking Strategies	**6%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	1.2%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.3%	-	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**2%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**1%**				
			Trip Reduction from Full TDM Plan:	**9%**				

Note: The empirically derived travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened to 50% to account for potential variation in effectiveness of these measures. The 9% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

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TDM Menu - H1

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Order of Magnitude Cost	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to arriving, promote regular turnover and discourage visitors from driving.	8.2%	Medium	Yes	No	Assumes parking prices at market rate, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Parking Strategies	**8%**				
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	None to Low	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	-	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	-	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	Medium	No	No	
			Trip Reduction from Bike/Ped Amenities	**0.1%**				
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	0.6%	Medium	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential and office trips.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	-	Yes	Yes	Assumes 5 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
			Trip Reduction from Carshare	**1%**				
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Medium	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	6.2%	Low to Medium	No	No	Transit subsidy is generally in form of "commuter check" participation, allowing employees to use up to $130/month towards any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed $65/month.
	12	Rideshare Program - Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	2.5%	Low	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	Low	No	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	Medium	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Medium	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	Low	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	Low	No	Yes	
			Trip Reduction from TDM Program & Other Amenities	**9%**				
			Trip Reduction from Full TDM Plan:	**18%**				

Note: The empirically observed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 18% above includes Code-required measures but the team also ran's those out separately to show what the sponsor is committing to above and beyond Code.

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TDM MEASURE APPLICABILITY BY USE

	Measure	Office	Residential	Restaurant	Retail
1.	Parking Pricing & Regulation	X		X	X
2.	Unbundled Parking		X		
3.	Real-Time Parking Info	X		X	X
4.	Bike Share Availability	X	X	X	X
5.	Bicycle Parking	X	X	X	X
6	Showers & Lockers	X			
7.	Bike Repair Station or Services	X	X		X
8	Subsidized Carshare	X	X		
9.	Carshare Parking	X	X	X	X
10	TDM Coordinator	X	X	X	X
11.	Transit Subsidy (Office)	X			
12	Rideshare Program + Preferential Carpool Parking	X			
13.	Web-based ridematching	X			
14.	Real-time information for motorists / transit riders	X	X	X	X
15.	On-Site Daycare/Daycare Brokerage Services	X	X		
16	Multimodal Wayfinding Signage	X	X	X	X
17.	Provide/Facilitate Delivery Services	X	X		

Source: Fehr & Peers, 2015

Exhibit I
List of Approvals

Planning Commission

1. Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015).
2. Adoption of CEQA Findings (including a Statement of Overriding Considerations), and a Mitigation Monitoring and Reporting Program (Motion No. _____, adopted _____, 2015).
3. Approval of the Fifth and Mission Design for Development document (Resolution No. _____, adopted _____, 2015).
4. Approval of Conditional Use Authorizations for compliance with the 5M SUD~~/D4D (in place of Planning Code Section 309 Determination of Compliance),~~ and Design for Development for buildings ~~(~~and related improvements~~)~~ within the ~~project site~~Project Site (Motion Nos. _____, _____, _____, _____, and _____, adopted _____, 2015).
5. ~~Raising of the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with Recreation and Park Commission) (Resolution~~Approval of allocation of net new shadow on Boedekker Park (Motion No. ~~–~~_____, adopted _____, 2015).
6. ~~Authorizations~~Approval of office space allocation under ~~Proposition M~~Sections 321 and 322 of the Planning Code (Motion Nos. _____ and _____, adopted _____, 2015).
7. Adoption of General Plan consistency and Section 101.1 priority policy findings (Motion No. _____, adopted _____, 2015).
8. Adoption of General Plan Referral for tentative subdivision map~~, major encroachment permit, and North Mary improvements~~ (Motion No. _____, adopted _____, 2015). ~~**[Confirm timing and whether these are Subsequent Improvements and if GPR is approved by Director vs. Commission.]**~~

Recreation and Parks Commission and Planning Commission

~~9.~~9. ~~Raising~~Approval of raising the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with Planning Commission) (Resolution No. _____, adopted _____, 2015).

Department of Public Works

~~10.~~10. ~~[~~Approval of ~~parcel mergers and new~~tentative subdivision ~~maps~~map (Order ~~Nos _____, _____, and~~No. _____, dated _____, 2015).~~]~~

~~11. [Approval of encroachment permit for North Mary improvements (Order No. _____, dated _____, 2015].~~

Arts Commission

~~12.~~11. ~~Approval of program for administration of arts~~Consent to Development Agreement's Arts Program (for use of fees for ~~arts-related~~ capital improvements and

arts programming [confirm scope of approval, including whether approvals for any Code/programs changes is required]) (Resolution No. _____, dated _____, 2015).

San Francisco Municipal Transportation Agency

13.12. Approval ofConsent to Development Agreement's Transportation Program [confirm scope of approval, including whether approval for any Code changes is required] (Resolution No. _____, dated _____, 2015).

Board of Supervisors

14.13. Affirming theAffirm Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015). [if required]

15.14. Approval of General Plan, Map, and Planning Code textand Zoning Map amendments (Ordinance Nos. _____, and _____, datedadopted _____, 2015).

16.15. Approval of Development Agreement Ordinance (Ordinance No. _____, datedadopted _____, 2015).

[17. Approval of North Mary encroachment permit (Resolution No. _____, dated _____, 2015).]

Summary Report: Litéra® Change-Pro 7.0.0.330 Document Comparison done on 8/31/2015 6:19:40 PM	
Style Name: Default Style	
Original DMS:iw://CPDBIWOVEN/WorkSite/3143572/7	
Modified DMS: iw://CPDBIWOVEN/WorkSite/3143572/10	
Changes:	
Add	39
~~Delete~~	41
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	80

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Subject to: (Select only if applicable)

- ☑ Inclusionary Housing
- ☑ Childcare Requirement
- ☑ Jobs Housing Linkage Program
- ☑ Downtown Park Fee
- ☑ Public Art
- ☑ Public Open Space
- ☑ First Source Hiring (Admin. Code)
- ☑ Transit Impact Development Fee
- ☑ Other – Per Development Agreement

Planning Commission Draft Resolution
Design for Development Document Approval

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Project Site Zoning:	C-3-S (Downtown Support) District, RSD 40-X/85-B; 90-X and 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Staff Contact:	Kevin Guy – (415) 558-6163 *Kevin.Guy@sfgov.org*

RESOLUTION OF THE PLANNING COMMISSION APPROVING THE DESIGN FOR DEVELOPMENT (D4D) DOCUMENT FOR THE 5M PROJECT AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(b).

RECITALS

1. **WHEREAS,** On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("Project"), including amendments to the General Plan, Planning Code and Zoning Maps.

2. **WHEREAS,** The Project is located on approximately four acres of land under single ownership, bounded by Mission, Fifth and Howard Streets. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. It is currently occupied by eight

buildings with approximately 318,000 square feet of office and cultural uses, and several surface parking lots. Buildings on the site include the San Francisco Chronicle Building, Dempster Printing Building and Camelline Building, as well as five low-rise office/warehouse/commercial workshop buildings and several surface parking lots. The site consists of Assessor's Block 3725, Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100.

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

4. **WHEREAS,** The Planning Department began conversations with the Project Sponsor in 2008 identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, with the potential for density and a mix of uses that relate to the high-rise environment to the east. The proposed Project pre-dates the Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area's urban form with recognition of both the City and neighborhood context.

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

6. **WHEREAS,** The Project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, an pedestrian-scaled lighting. Public open space will be provided at the center of the 5M Project, providing active and passive space incorporating artwork, landscape treatments, and

furnishings. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, lawn space, seating, and opportunities for urban agriculture and outdoor gardens.

7. **WHEREAS,** On November 20, 2014, the Planning Commission held an informational hearing regarding the Project, which included a broad overview of the design and regulatory approach being proposed for the site. On July 23, 2015, the Planning Commission held a second informational hearing for the Project, which focused on the Design for Development document proposed as part of the overall project entitlements. On August 6, 2015, the Planning Commission held a third informational hearing for the Project, focusing on public benefits, wind and shadow effect, circulation design and transportation, and street improvements. On September 3, 2015, the Planning Commission held a final informational hearing on the Project, focusing on various issues raised at the third informational hearing.

8. **WHEREAS,** In order for the Project to proceed and be developed with the proposed mix of uses and development controls, various General Plan amendments, height reclassifications and amendments to the Planning Code and Zoning Maps, together with additional entitlements and approvals, are required.

9. **WHEREAS,** On July 9, 2015, Mayor Lee introduced draft Ordinances with respect to the Project 1) approving a Development Agreement for the Project, and 2) amending the Planning Code to add Section 249.74 to create the Fifth and Mission Special Use District, and amending Sectional Maps ZN01, SU01, and HT01 of the Zoning Map to reflect the Fifth and Mission Special Use District and height reclassifications associated therewith.

10. **WHEREAS,** On August 6, 2015, the Planning Commission held a duly noticed public hearing to consider initiation of General Plan Amendments associated with the Project, and adopted Resolution No. 19429 initiating such General Plan Amendments.

11. **WHEREAS,** On October 15, 2014, the Department published a draft Environmental Impact Report (EIR) for public review. The draft EIR public comment period was originally proposed to end on December 1, 2014, and was subsequently extended by the Environmental Review Officer to January 7, 2015. On November 20, 2014, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the draft EIR. On August 13, 2015, the Department published a Comments and Responses document, responding to comments made regarding the draft EIR prepared for the Project. The draft EIR and the Comments and Responses document constitute the Final EIR. On September 17, 2015, the Commission reviewed and considered the Final EIR at a duly noticed public hearing and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), 14 California Code of Regulations Sections 15000 et seq. ("the CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained

no significant revisions to the draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31. The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0409ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California

12. **WHEREAS,** On September 17, 2015, at a duly noticed public hearing at a regularly scheduled meeting, by Motion No._____, the Commission adopted findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA, the State CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR for the Project and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Commission by Motion No.___.

13. **WHEREAS,** Also on September 17, 2015 at a duly noticed public hearing at a regularly scheduled meeting, by Resolution No. ____, the Commission adopted various Motions and Resolutions with respect to the Project, including Resolutions recommending that the Board of Supervisors approve the General Plan, Zoning Map and Planning Code amendments referenced and required for the Project, including creating the Fifth and Mission Special Use District ("5M SUD"), as well as the Development Agreement, and adopted findings in connection therewith.

14. **WHEREAS,** The Project would affirmatively promote, be consistent with, and would not adversely affect the General Plan as it is proposed to be amended, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

15. **WHEREAS**, The Project complies with the eight priority policies of Planning Code Section 101.1, for the reasons set forth set forth in Motion No. XXXXX, Case No. 2011.0409ENV/CUA/DVA/OFA/MAP/PCA/SHD, which are incorporated herein as though fully set forth.

16. **WHEREAS**, Staff from the Planning Department, the Office of Economic and Workforce Development, and other agencies have worked extensively with the project sponsor to formulate a comprehensive planning approach and entitlement structure for the Project site. The Project proposes the various General Plan, Zoning Map and Planning Code amendments referenced above, including the 5M SUD and the 5M Design for Development ("D4D") document and a Development Agreement, that together articulate a unique set of zoning regulations and approval processes for implementation of the Project. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site. Height and Bulk Districts would be rezoned to reflect the heights of the three proposed towers.

17. **WHEREAS**, The D4D articulates a vision for the character of the overall Project, and sets parameters for Project implementation. It provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public

art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed in the Design for Development document attached to this Resolution as Exhibit A.

18. **WHEREAS**, While it is anticipated that the Project will generally be developed in accordance with the Conditional Use Authorizations and other approvals at the time of entitlements, aspects of the Project implementation may be modified during its design development where consistent with the 5M SUD and the 5M D4D. The D4D has been presented to the Commission in whole and in part in several hearings and the version as revised and presented at the September 17, 2015 hearing has been fully considered by the Commission. Revisions to Project and/or individual buildings determined by the Planning Director to be consistent with the 5M SUD, the D4D, and, where applicable, existing Conditional Use Authorization, may be reviewed and approved by the Planning Director. Inconsistent modifications to the Project would be considered by the Planning Commission and, if applicable, the Board of Supervisors. In addition, as described in Resolution No. ____, the 5M Project approvals include a Development Agreement that addresses issues such as Project timing, delivery of public realm improvements, and public benefits. Implementation of the 5M Project must also comply with the Development Agreement.

19. **WHEREAS**, The Commission has had available to it for its review and consideration studies, case reports, letters, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearings on the Project.

NOW, THEREFORE BE IT RESOLVED THAT, the Commission hereby adopts the Design for Development document attached to this Resolution as Exhibit A and dated _____, 2015. The effective date of this Resolution shall be the date that the Planning Code text amendments and Zoning Map amendments become effective.

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 17, 2015



5M PROJECT/
DESIGN FOR DEVELOPMENT
SEPTEMBER 3, 2015 / V_7.4

FORESTCITY HEARST *corporation*

PROJECT SPONSOR
Forest City & Hearst Corporation

PROJECT TEAM
SITELAB urban studio – *Urban Design*

KPF – *Master Architect*
Tom Leader Studio – *Landscape Architecture*
BKF – *Civil Engineering*
Fehr & Peers – *Transportation*
Glumac – *Sustainability*
IPD - *Parking*

NOTES
V7.4 is a final draft copy updated with the Revised Project for review.

Submitted to the San Francisco Planning Commission 9/3/15.

draft

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draft

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DOCUMENT GUIDE

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

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

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

RELATED DOCUMENTS:

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

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DOCUMENT GUIDE CONT.

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

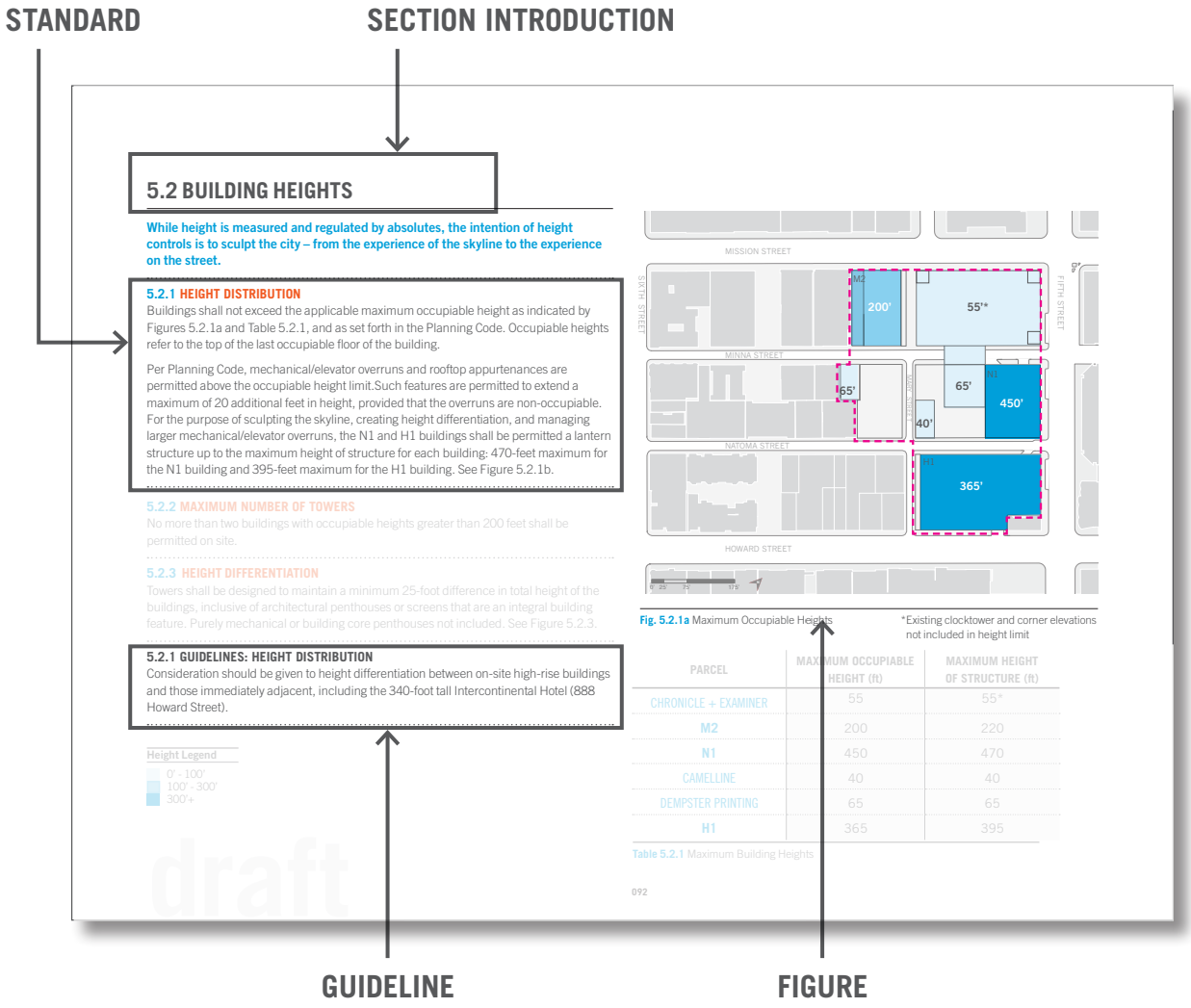
SECTION INTRODUCTIONS. Where included, introductory text provides an overview of the proceeding standards and guidelines but is not itself a standard or guideline.

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

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

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

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



Example Section II Page

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SECTION I

5M PROJECT VISION

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

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01.

VISION + GOALS

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

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

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

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1.1 5M PROJECT VISION AND GOALS

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

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

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

01. **DEVELOP A MIXED USE PROJECT**
Residential, commercial, and active ground floor uses all support each other.

02. **LEVERAGE THE SITE LOCATION**
The site's proximity to major regional and local public transit allows people to work and live near transit

03. **BUILD A VARIETY OF BUILDING SCALES**
Varied height and mass reflects the context and balances density with open space.

04. **PROVIDE LARGE FLEXIBLE COMMERCIAL FLOORPLATES**
Large floorplates accommodate horizontally-connected workplaces in demand by tech companies.

05. **DESIGN A CONTINUUM OF FLOORPLATE SIZES**
Different sized spaces accommodate beginning, mid-sized and mature office users.

06. **GENERATE NEW EMPLOYMENT OPPORTUNITIES**
New opportunities and job creation help to meet the City's Economic Strategy goals

07. **INCREASE HOUSING NEAR JOBS**
Sufficient housing density with a mix of unit types supports safety and local retail.

08. **STIMULATE A VIBRANT PUBLIC REALM**
Public spaces act as interactive gathering points for residents, commercial users, and the public, activated by events, retail, co-work and other interactive ground floor uses.

09. **ESTABLISH A PEDESTRIAN-ORIENTED SITE**
Well-design streets, alleys and public spaces per the City's Better Streets Plan encourage pedestrian activity

10. **RETAIN THE CHRONICLE, DEMPSTER, AND CAMELLINE BUILDINGS**
The Chronicle, Dempster Printing, and Camelline Buildings signal the history of the site and SoMa.

11. **MAXIMIZE SUSTAINABILITY EFFORTS**
Building on the inherent sustainability of this walkable site, building and user-level strategies can further reduce energy, water, and waste.

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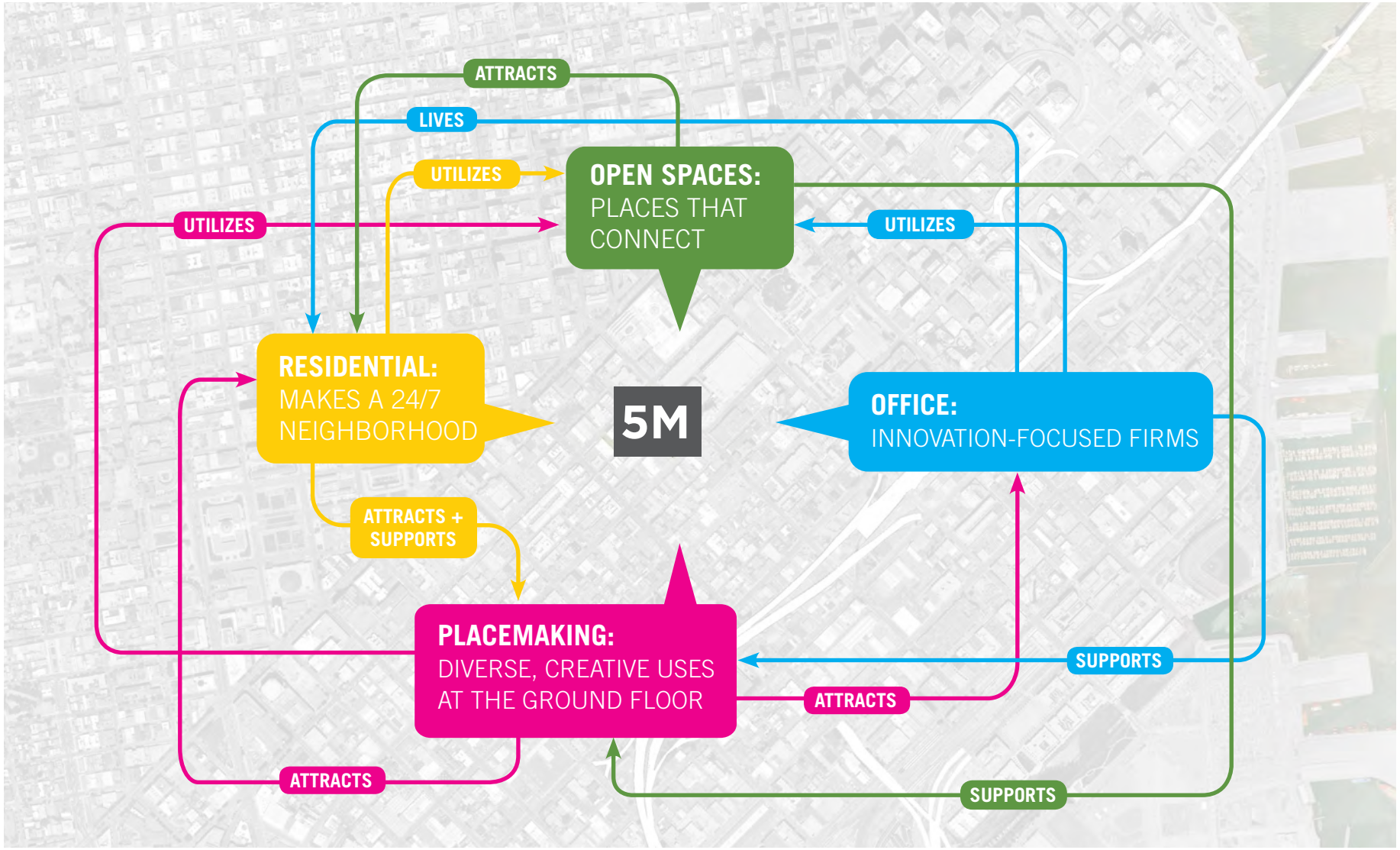

Fig. 1.1 5M Project Ecosystem

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1.2 5M PROJECT OVERVIEW

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

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

URBAN DENSITY

Density can be achieved two ways – building out or building up. The first approach, minimizing height while still maximizing density, creates a massive block of buildings with no room for public space, historic buildings, articulation or variation (Figure 1.2a). The second approach, maximizing height, would generate a similarly homogenous experience, everything either open space or tall building (exemplified by the mid-20th century "towers in the park" approach to city design, characterized by starkly contrasted tall buildings and open spaces). The 5M Project follows a hybrid approach, achieving density through a mix of scales, and interior and exterior spaces (Figure 1.2b). This basic massing is further articulated through carving and shaping the buildings to create views and variety on the skyline as well as pedestrian friendly, engaging spaces on the ground (Figure 1.2c).

The resulting plan holds the street walls of Mission, Fifth and Howard Streets, focusing height along the Fifth Street side facing the downtown core. The buildings step down and pull back at the interior, to create a new urban plaza at the intersection of multiple alleys that connect to the downtown context to the east and SoMa context to the west. The combination of new construction of varying scales with existing buildings creates a texture in keeping with the urban pattern of SoMa.

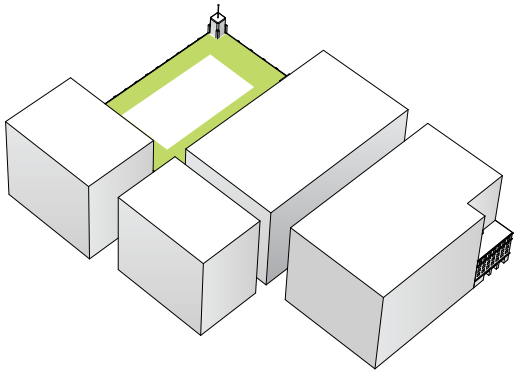

Fig.1.2a Density Without Height

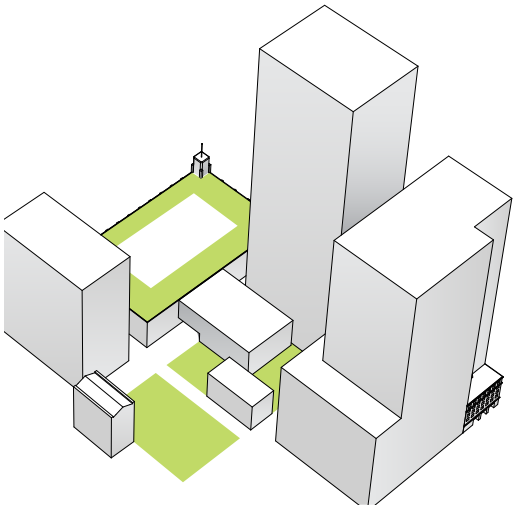

Fig. 1.2b Density With Height and Varied Massing

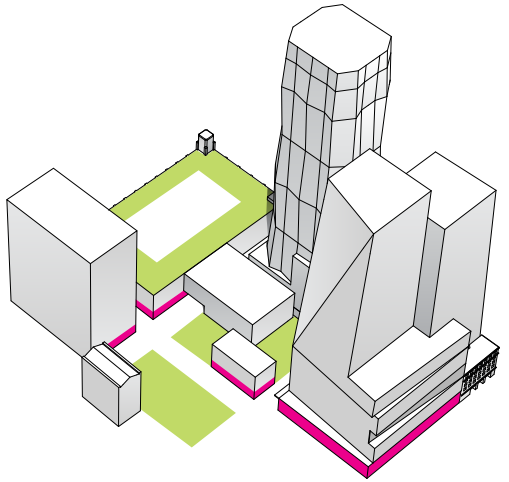

Fig. 1.2c Density With Articulated Massing

draft

Site Plan Legend

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



Fig. 1.2d Site Plan

draft

SITE LOCATION

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

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

LAND USES

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

EXISTING SITE

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

MASSING + BUILDING FORM

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

SITE CIRCULATION

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

EXISTING BUILDINGS

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

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

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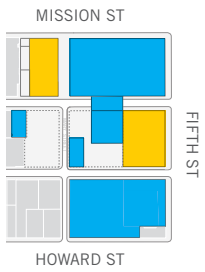
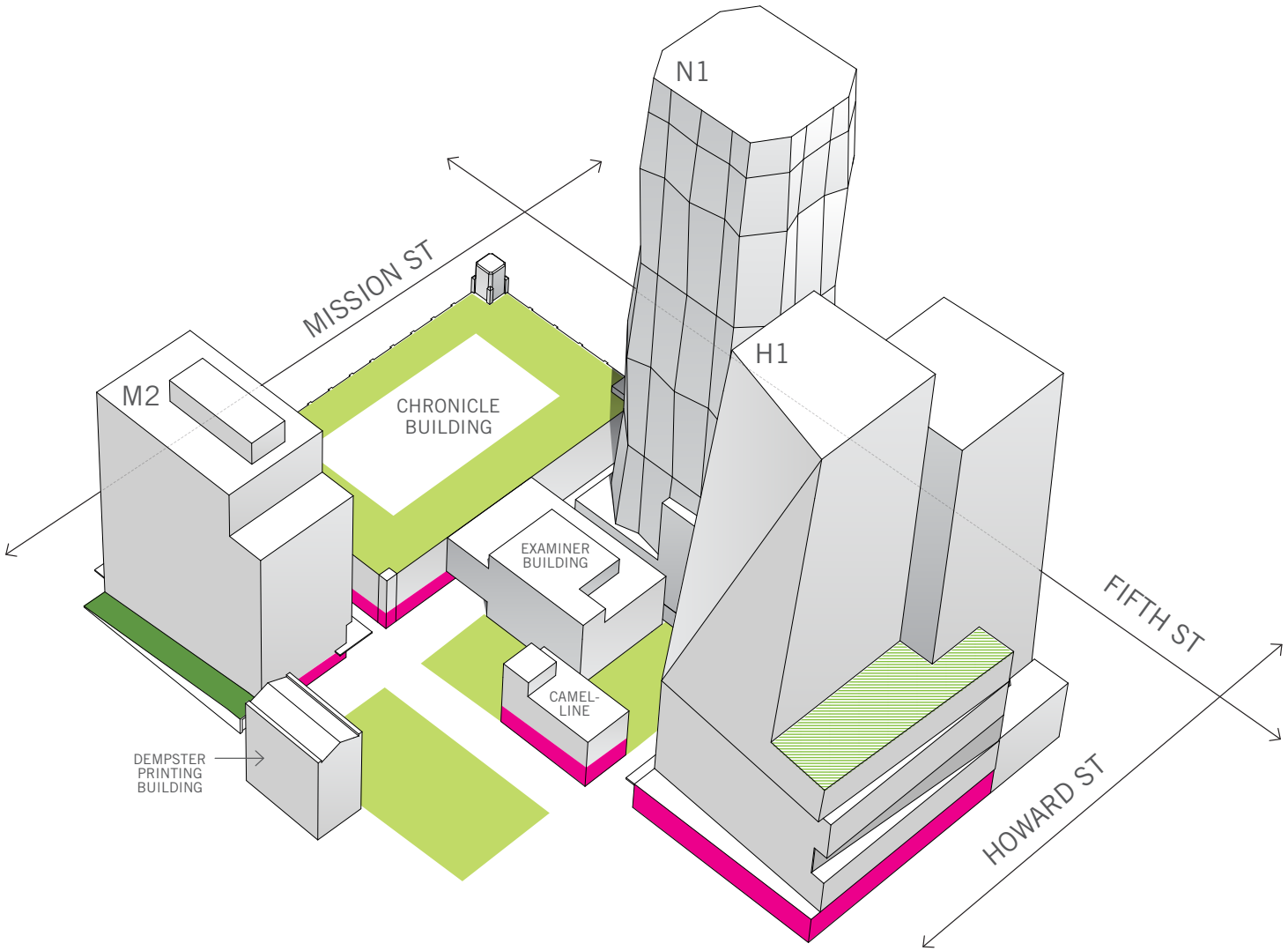


Note: Program references are informational only.



Massing Overview Legend

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

Fig. 1.2e Massing Overview

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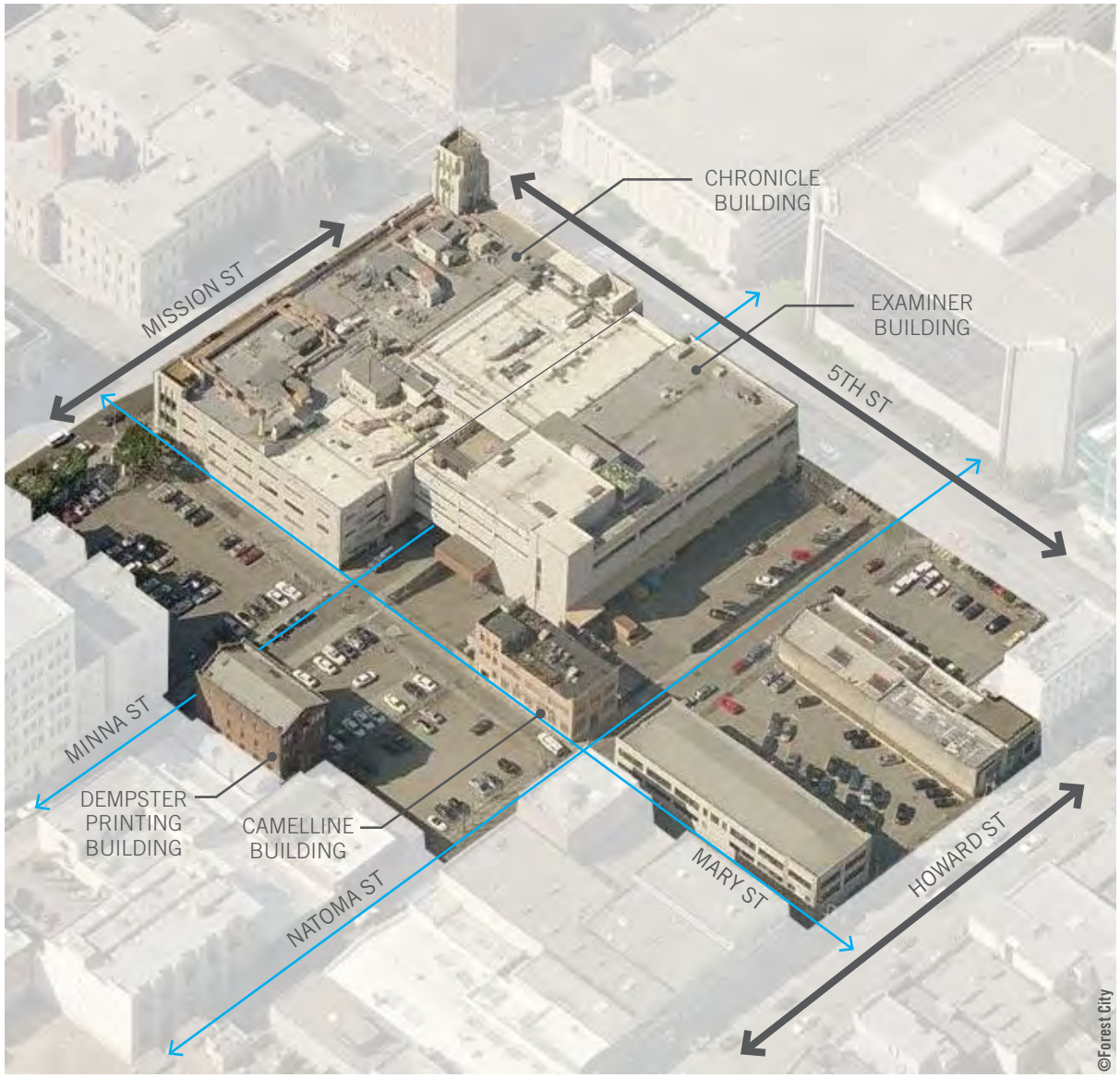

Fig. 1.2f Existing Site



Fig. 1.2g Chronicle Building



Fig. 1.2h Dempster Printing Building

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Existing Demolition Plan Legend

- Buildings to be Retained
- Buildings to be Removed

Fig. 1.2i Preservation Plan

draft

1.3 PLANNING CONTEXT

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

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

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

TRANSIT-RICH LOCATION

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

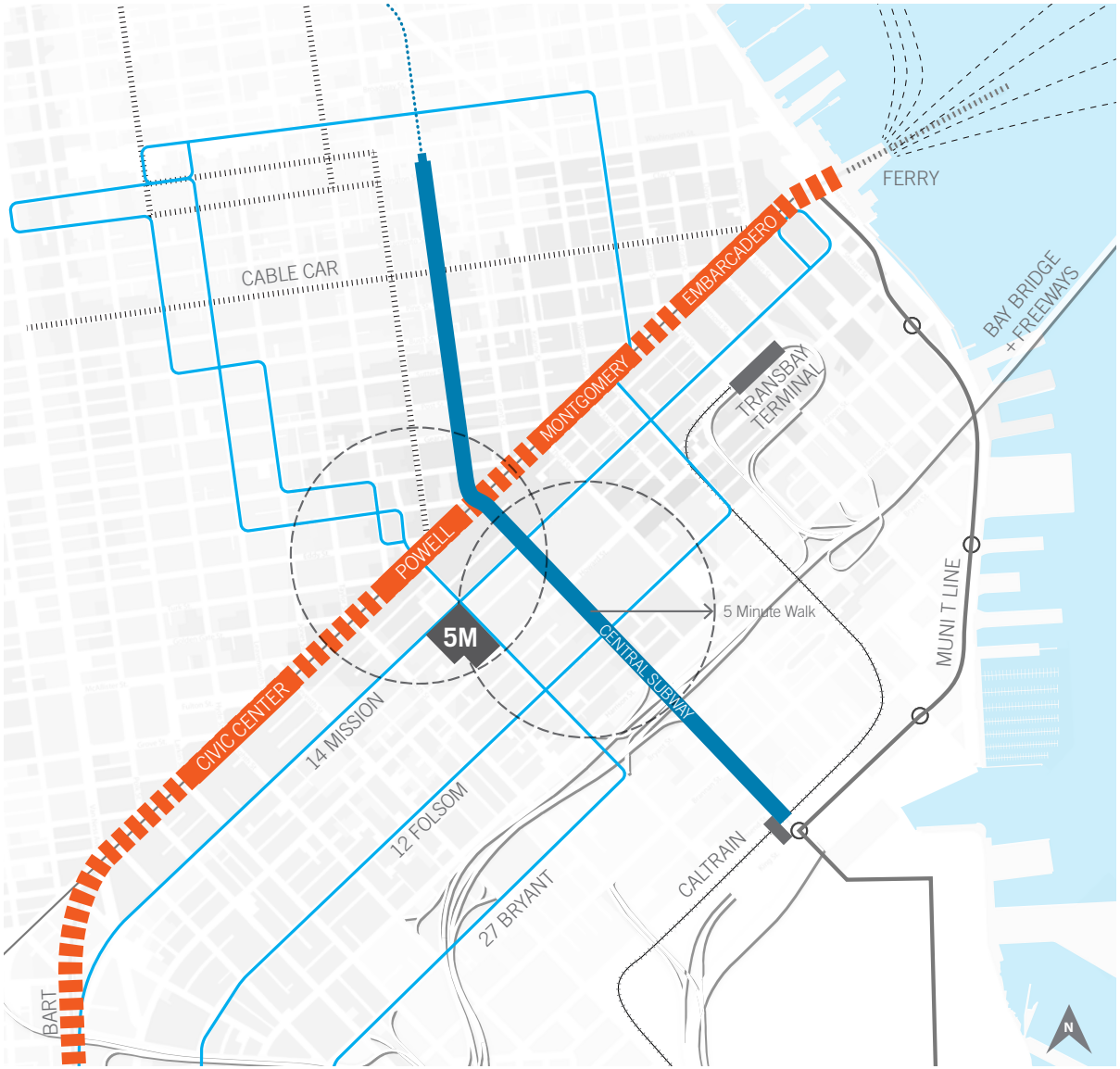

Fig. 1.3a Existing Context

Transportation Context Legend

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

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PLANNING AREA CONTEXT

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

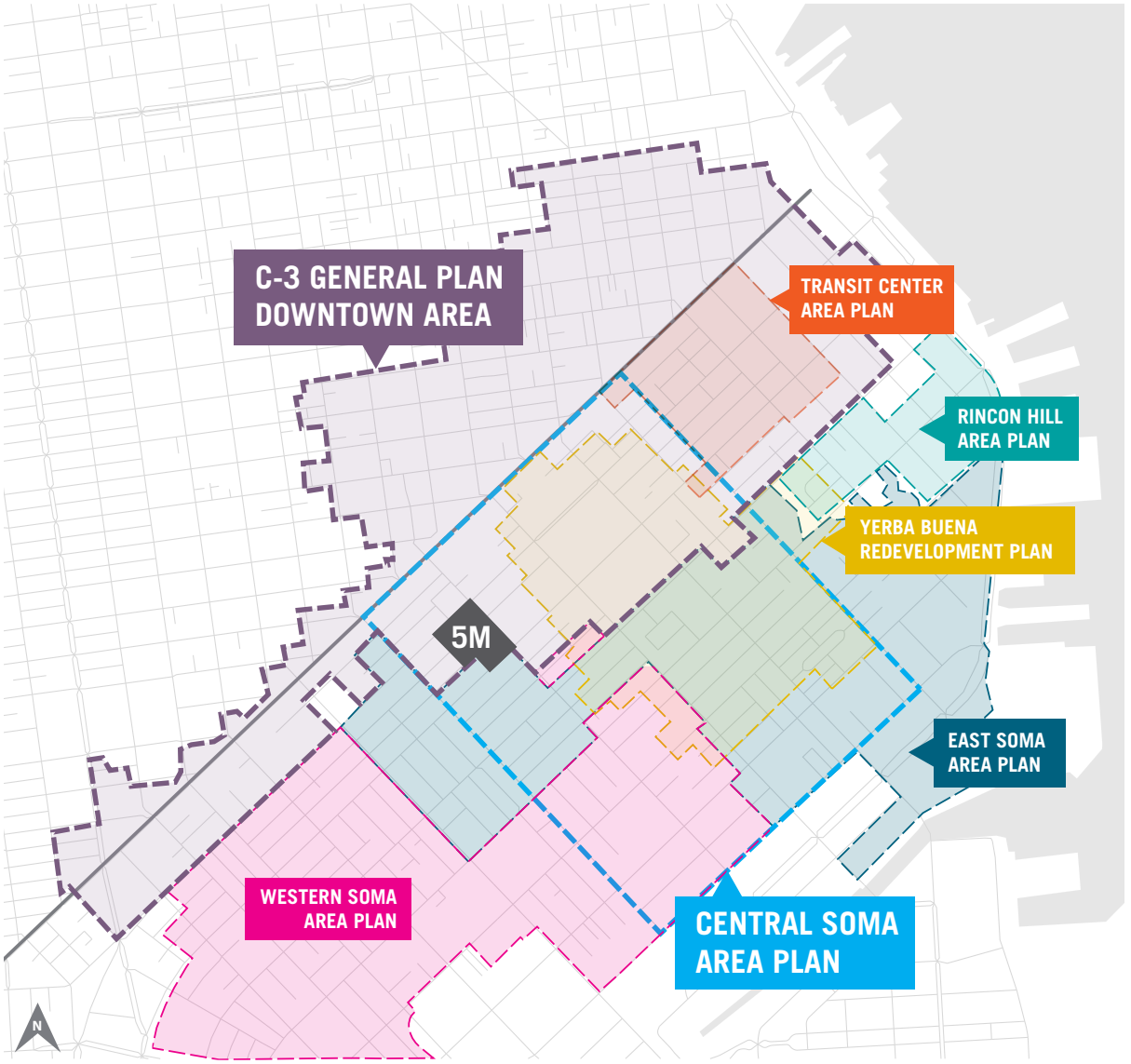

Fig. 1.3b Existing Area Plan Boundaries

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SPECIAL USE DISTRICT (SUD) CONTEXT

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



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

draft

1.3 PLANNING CONTEXT CONT.

ZONING CONTEXT

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

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

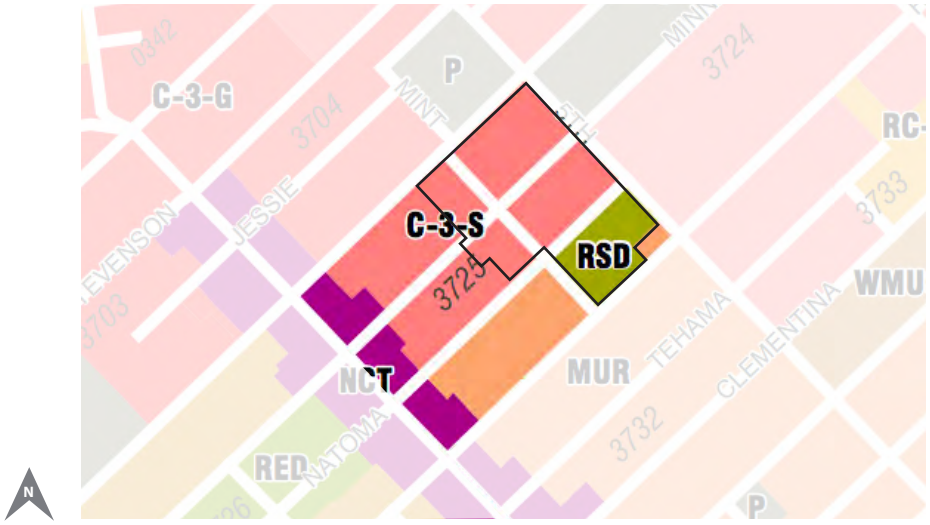

Fig. 1.3d Previous Zoning
(Source: San Francisco Planning Department, Zoning Map)

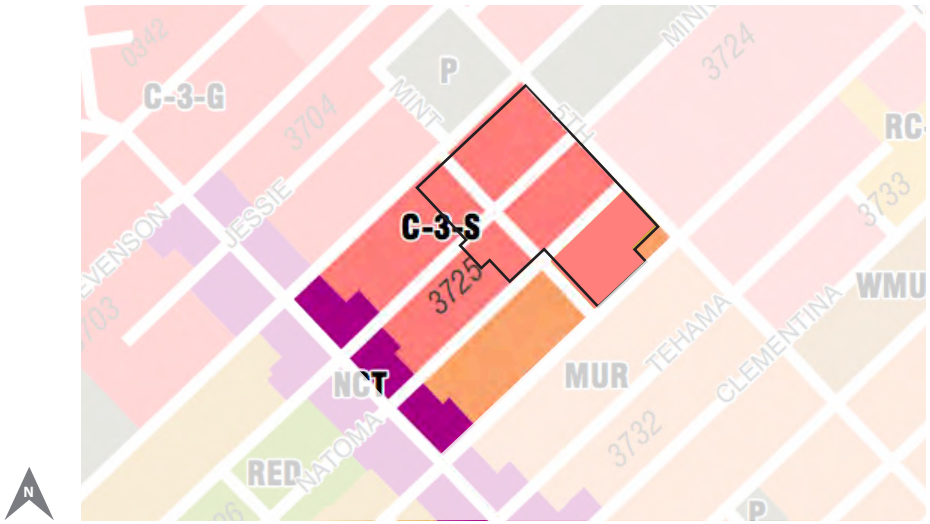

Fig. 1.3e Revised Zoning

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1.4 SITE CONTEXT

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

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

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



5th Street



Jessie Square



Mint Plaza



UN Plaza

Fig. 1.4a Streets and Open Spaces near 5M

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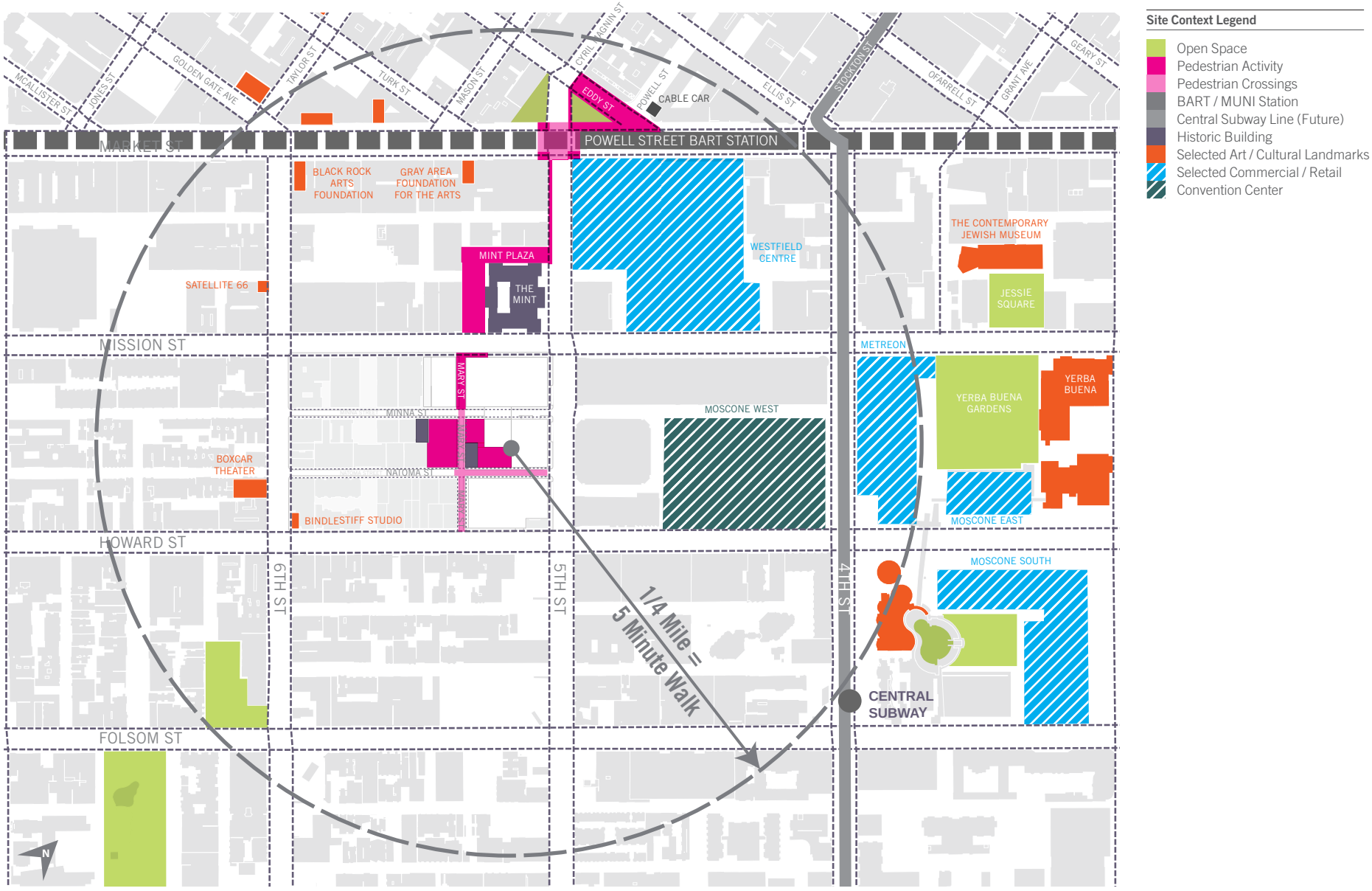

Fig. 1.4b Site Context: Open Spaces, Cultural Landmarks, Transit, Pedestrian Opportunities and Amenities within Walking Distance of 5M

draft

1.5 SAN FRANCISCO URBAN TYPOLOGIES

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

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

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

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

Building Typologies Legend

- Retail
- Open / Public Space
- Parking





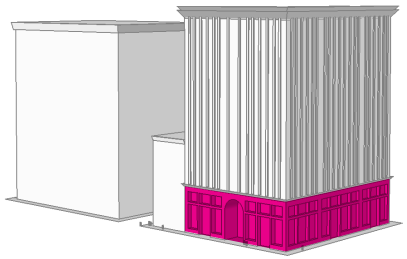

Fig. 1.5.1a Generation One. 1900-1930s Market Street

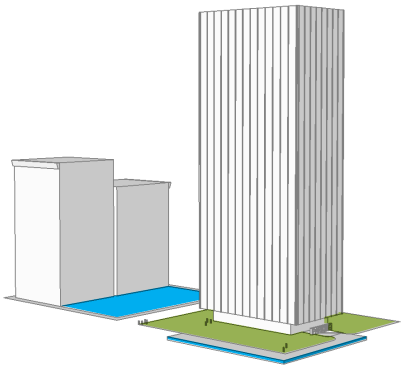

Fig. 1.5.1b Generation Two. 1950-1960s North of Market Street

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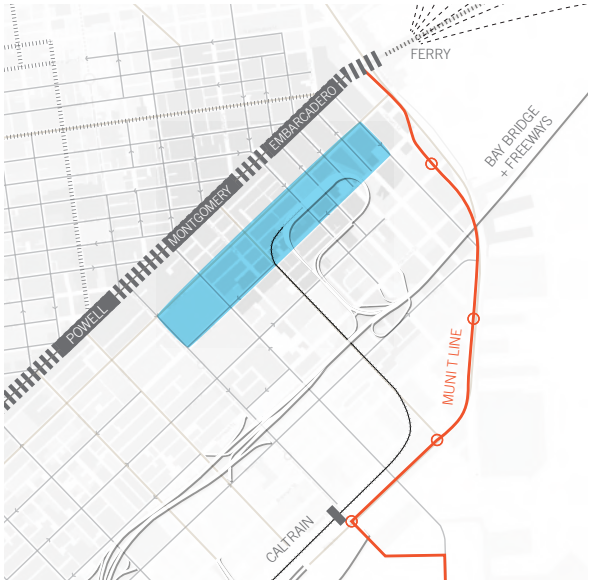
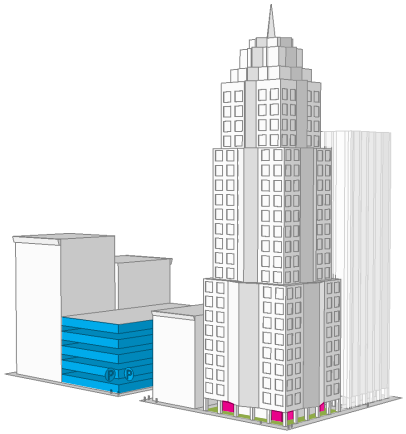
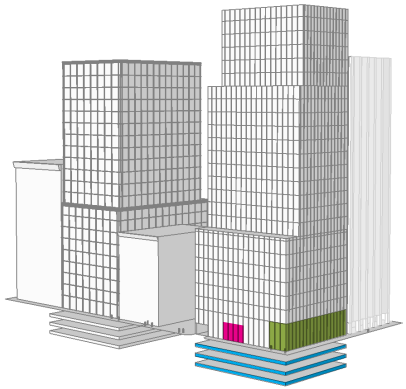








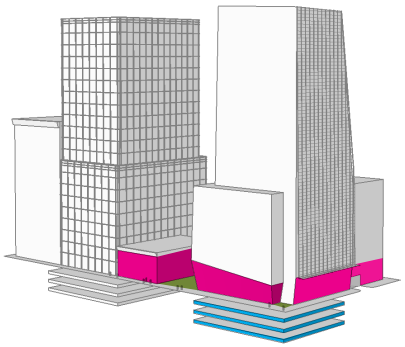


Fig. 1.5.1c Generation Three. 1970-1980s Downtown Plan

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

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

draft

1.5 SAN FRANCISCO URBAN TYPOLOGIES CONT.

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

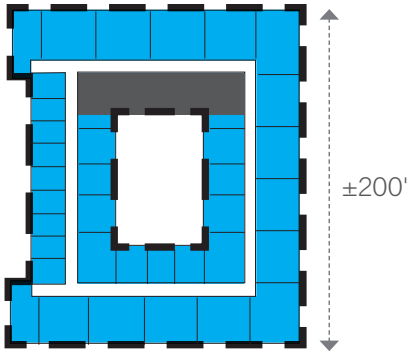
Generation Five: The next typology takes its cues from the Generation One legacy, particularly their approach to combining engagement at the street level with a strong streetwall and large floorplates. These early buildings have proved adaptable to evolving uses and user preferences over time, providing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

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

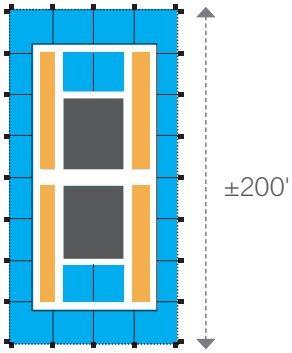
[1] SPUR Report "The Future Of Downtown San Francisco, January 21, 2009.

San Francisco Typologies Legend

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



30,000 – 40,000 gsf/floor



12,000 – 20,000 gsf/floor



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

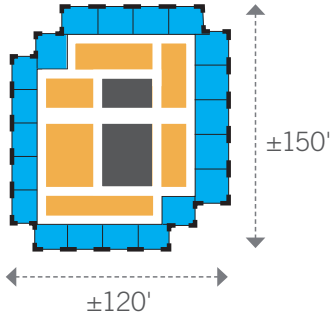
- Double-loaded corridors with private offices and suites.
- Lightwells for day light and ventilation.
- Large transportation & energy companies as anchor tenants.



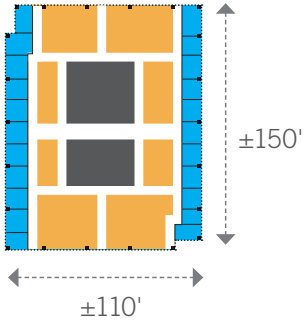
Fig. 1.5.2b Generation Two. One Maritime Plaza, 1964; SOM; Height: 398 ft. Floorplate: 22,000 gross sq. ft.

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

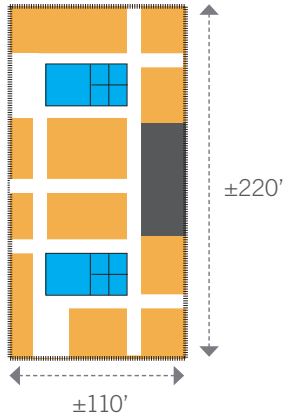
draft



12,000 – 18,000 gsf/floor



12,000 – 16,000 gsf/floor



24,000 – 30,000 gsf/floor



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

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



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

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



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

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

draft

1.5 SAN FRANCISCO URBAN TYPOLOGIES CONT.

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

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

The popularity of SoMa's repurposed warehouses and wholesale marts has illuminated changes in the workplace: large floorplates providing flexible, horizontally contiguous spaces are outpacing the traditional central core towers of Generation Three and Four. The latter models arrived at their floorplate dimensions based on a layout of offices with workstations lining them (Figure 1.5.2c and Figure 1.5.2d). Current market demands are shifting away from traditional central core towers of Generation Three and Four in favor of spaces that foster direct interaction, knowledge transfer, collaboration in a less hierarchical setting. These users are opting for workplaces that reduce private space, and private offices, in exchange for increases in meeting spaces, informal seating, and expanded circulation.

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

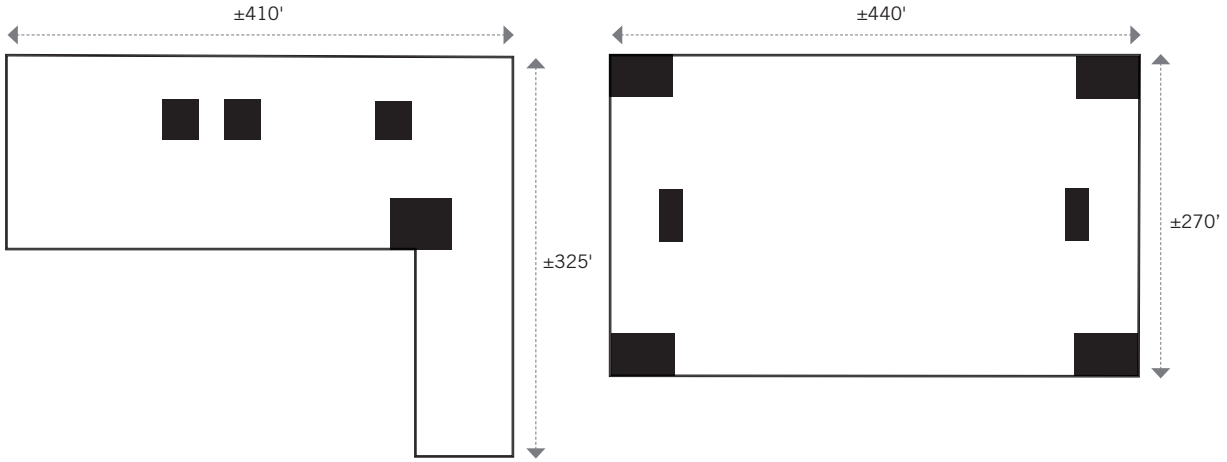




Fig. 1.5.3a Merchandise MART

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



Fig. 1.5.3b Townsend Center

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

draft

1.6 GENERATION FIVE AT 5M

URBAN FORM PRECEDENTS

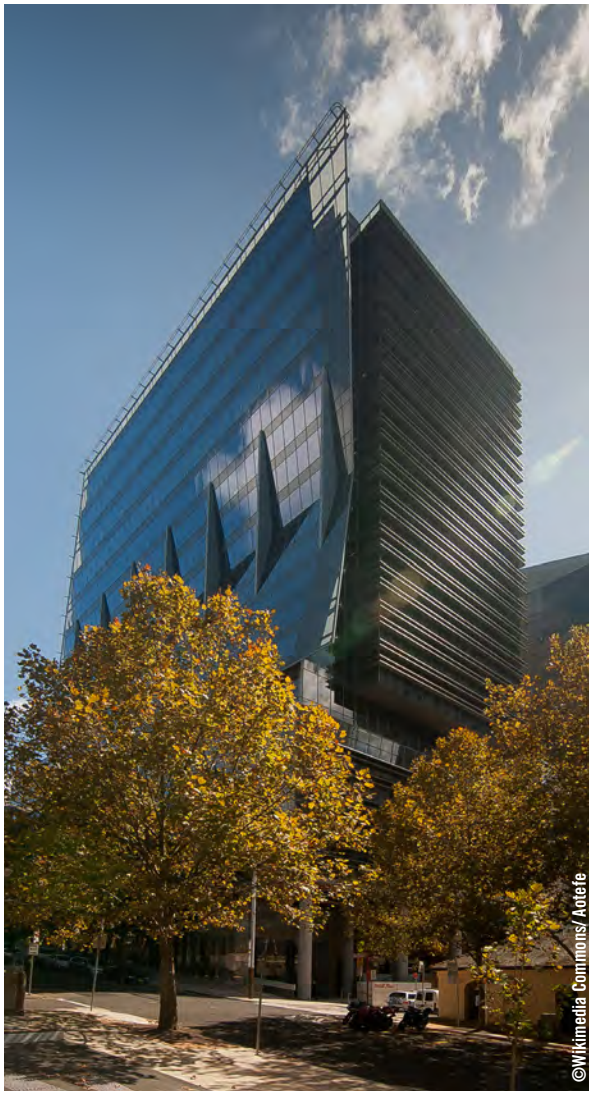
The new hybrid building type recalls the large floorplates and flexibility of both early 20th century Market Street and the reclaimed warehouses of SoMa. However, in Generation Five, this building type is expanded to serve two functions: as a high density model that supports sustainable growth and as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

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



One Jackson Square / New York, NY

Façade texture reflects urban context



Coca Cola Place / Sydney, Australia

Façade texture and detailing relates to the scale of the city



Northwest Corner Columbia University / New York, NY

Transparent and active streetwalls support activity on the street

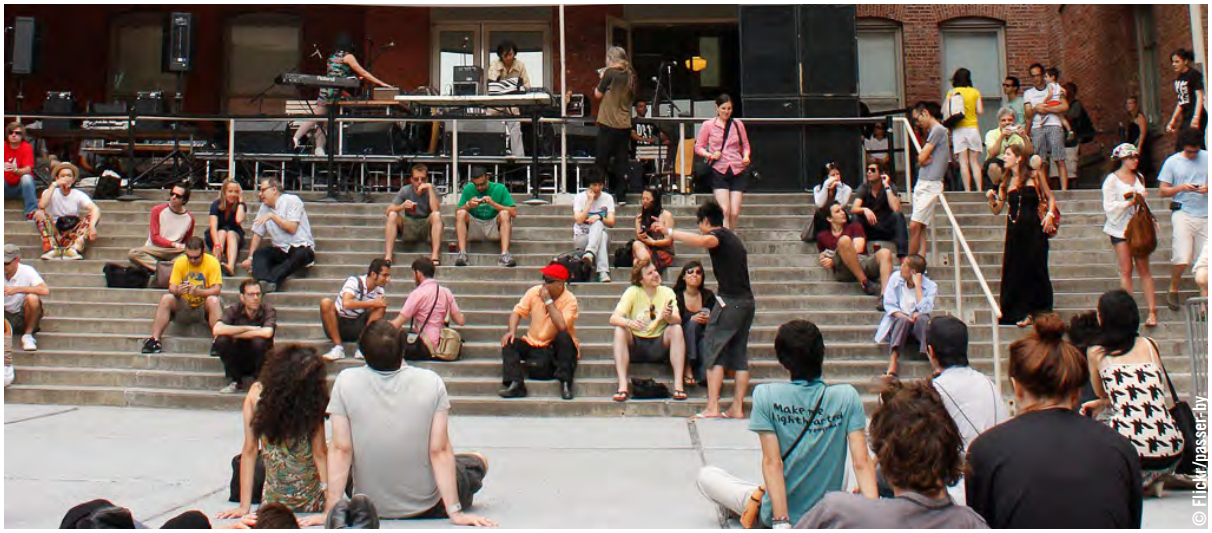
Fig. 1.6a Urban Form Precedents

draft

PUBLIC REALM

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

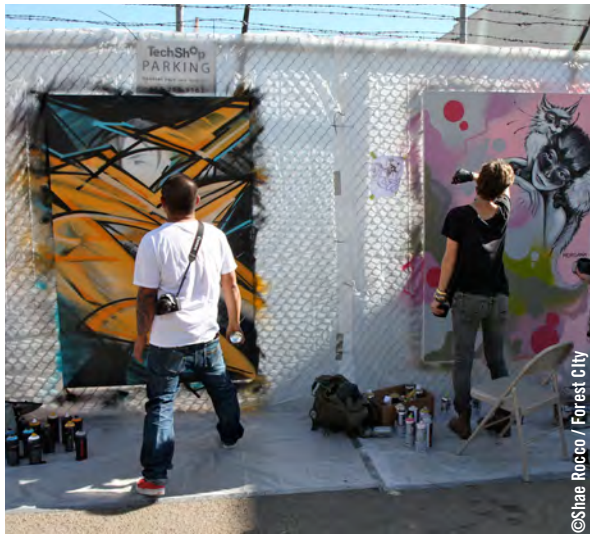
The density of uses, achieved by combining large floorplates and building height, provides the critical mass and the foot-traffic to make the public realm viable, animated, and safe. The public realm, in turn, provides a place of connection and creativity, stitching together the existing neighborhoods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



PS 1 Pavilion 2009 / New York, NY



PS 1 Pavilion 2008 / New York, NY



Urban Prototyping Festival at 5M / San Francisco, CA

Fig. 1.6b Active Public Realm Precedents

draft

PUBLIC REALM AT 5M

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



Live Weekly Concerts at Off The Grid



"Inside Out" Installation



"5Ws at 5M" Participatory Art Installation



Soul Nubian Dance Performance

Fig. 1.6c Active Public Realm at 5M

draft



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

02.

DESIGN FRAMEWORK

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

draft

2.1 URBAN DESIGN FRAMEWORK

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

INTERWOVEN PUBLIC REALM

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

ACTIVE GROUND PLANE

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

DIVERSITY OF BUILDING FORM

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

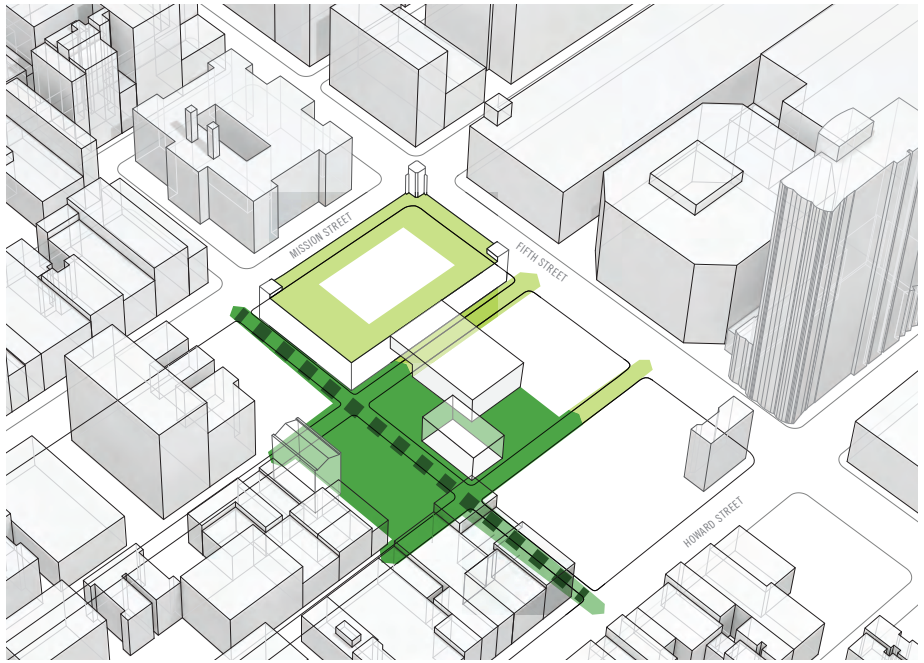


Fig. 2.1a Interwoven Public Realm

draft

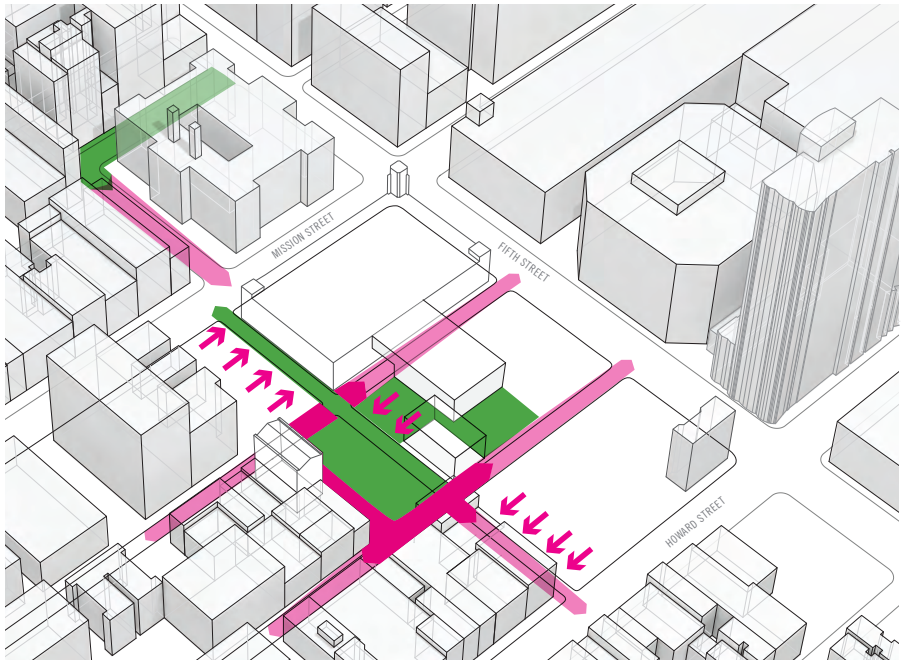


Fig. 2.1b Active Ground Plane

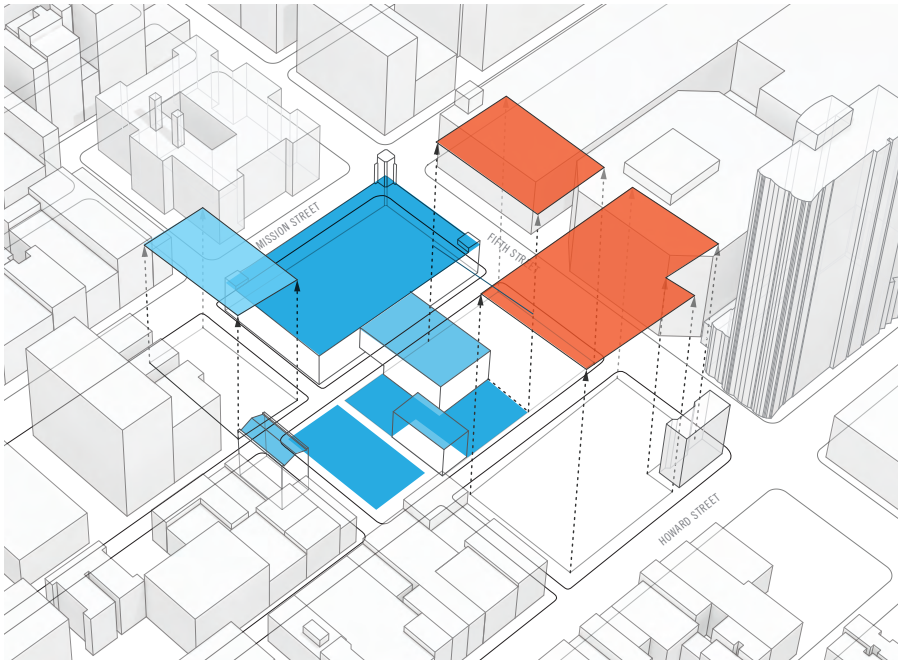


Fig. 2.1c Diversity of Building Form

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

draft

2.2 HISTORIC FRAMEWORK

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

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

THE CHRONICLE BUILDING (901–933 MISSION STREET) VISION

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

THE EXAMINER BUILDING (110 FIFTH STREET) VISION

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

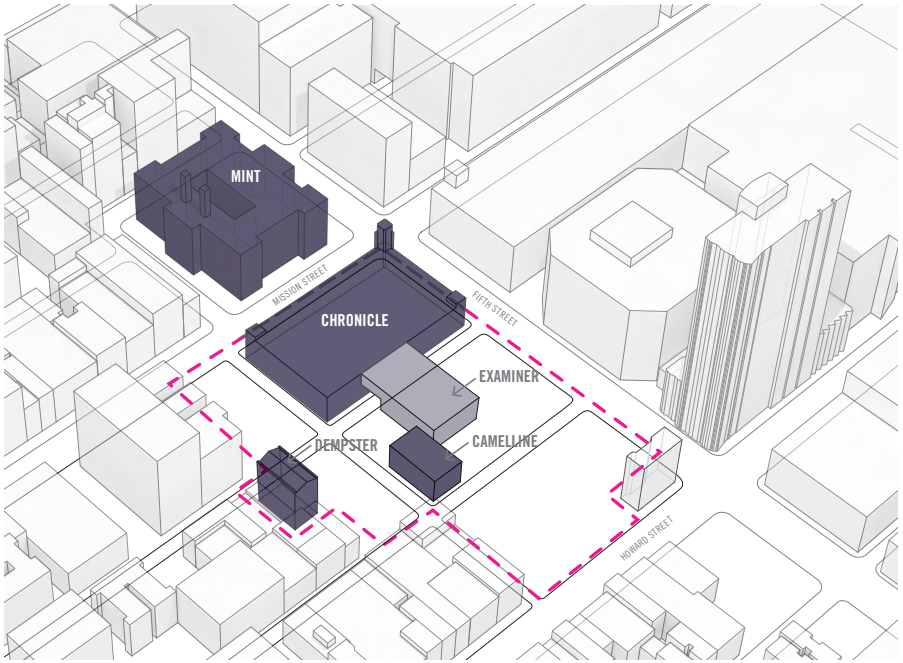


Fig. 2.2a Historic Context

Legend

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

draft

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

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

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

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



Fig. 2.2b Camelline Building / San Francisco, CA



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

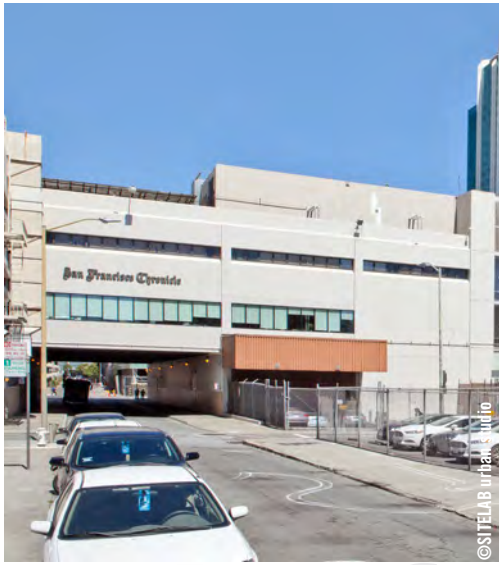


Fig. 2.2d Examiner Building / San Francisco, CA

draft

2.3 PUBLIC REALM OVERVIEW

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

PUBLIC REALM VISION

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

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

MARY COURT WEST

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

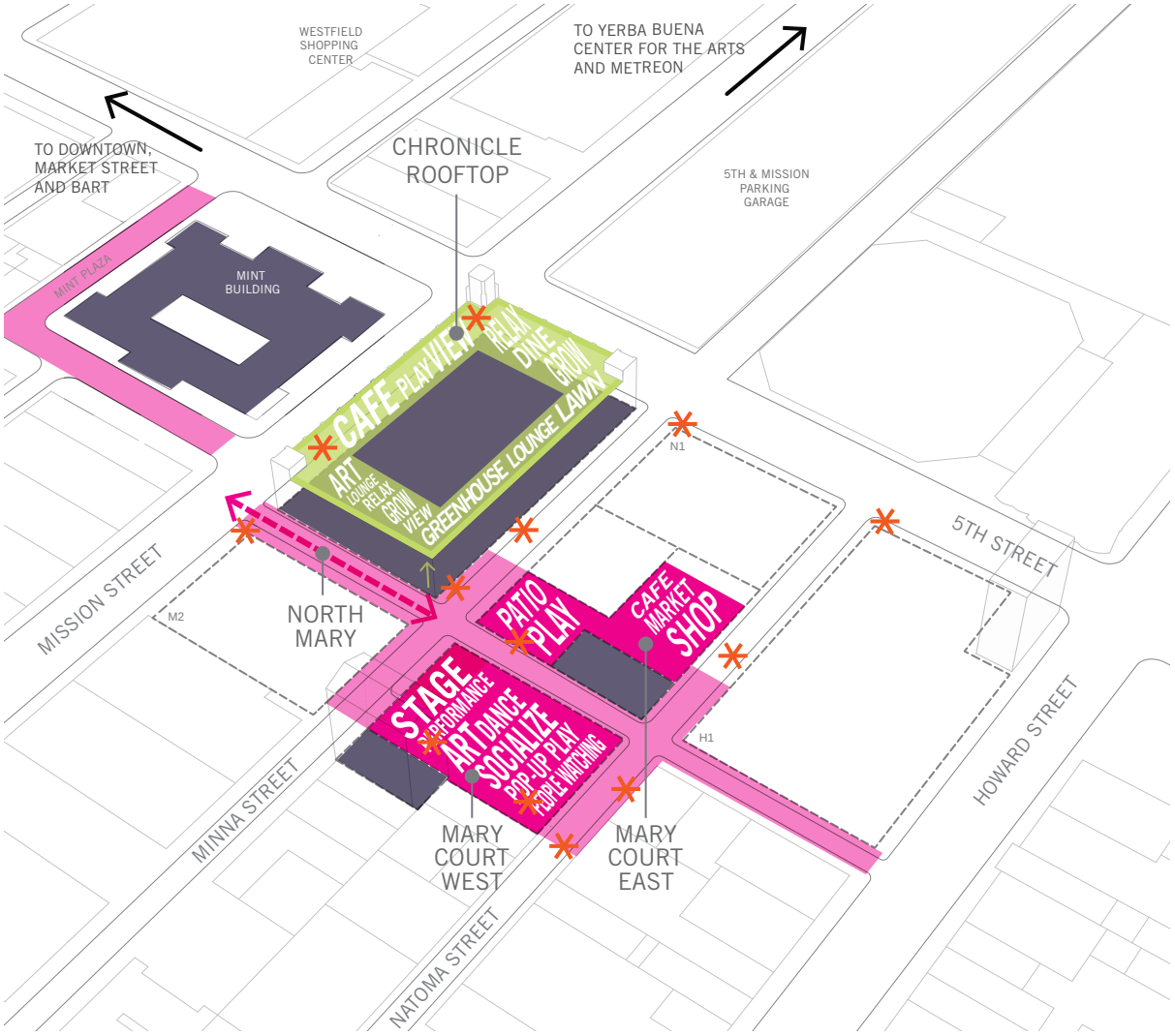


Fig. 2.3a Public Realm Vision

Public Realm and Streetscapes Legend

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

draft

MARY COURT EAST

Mary Court East spills out over Central Mary Street from Mary Court West and is envisioned as a place of active programmed spaces, such as a climbing wall and a market. Because the open space is sandwiched between existing buildings, the Examiner Building and Camelline Building, interior and exterior connections will be heavily encouraged.

CHRONICLE ROOFTOP

The open space on the roof of the retained Chronicle building is envisioned as a new type of civic open space—an exciting perch above the City's streets that is welcoming and host to an area of respite as well as diverse daytime and nighttime activities. A new public elevator and access stair will connect pedestrians to this elevated public space.

NORTH MARY ALLEY

North Mary Alley will be closed to traffic in order to create an active and artistic pedestrian connector linking Mary Court to Mission Street and beyond, including Mint Plaza. Enlivened by retail and restaurants, outdoor dining and shopping will be highlighted activities.



Fig. 2.3b Ground Plane Programming Scenario

Ground Plane Program Legend

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

draft

INTERIOR STREETS AND ALLEYS

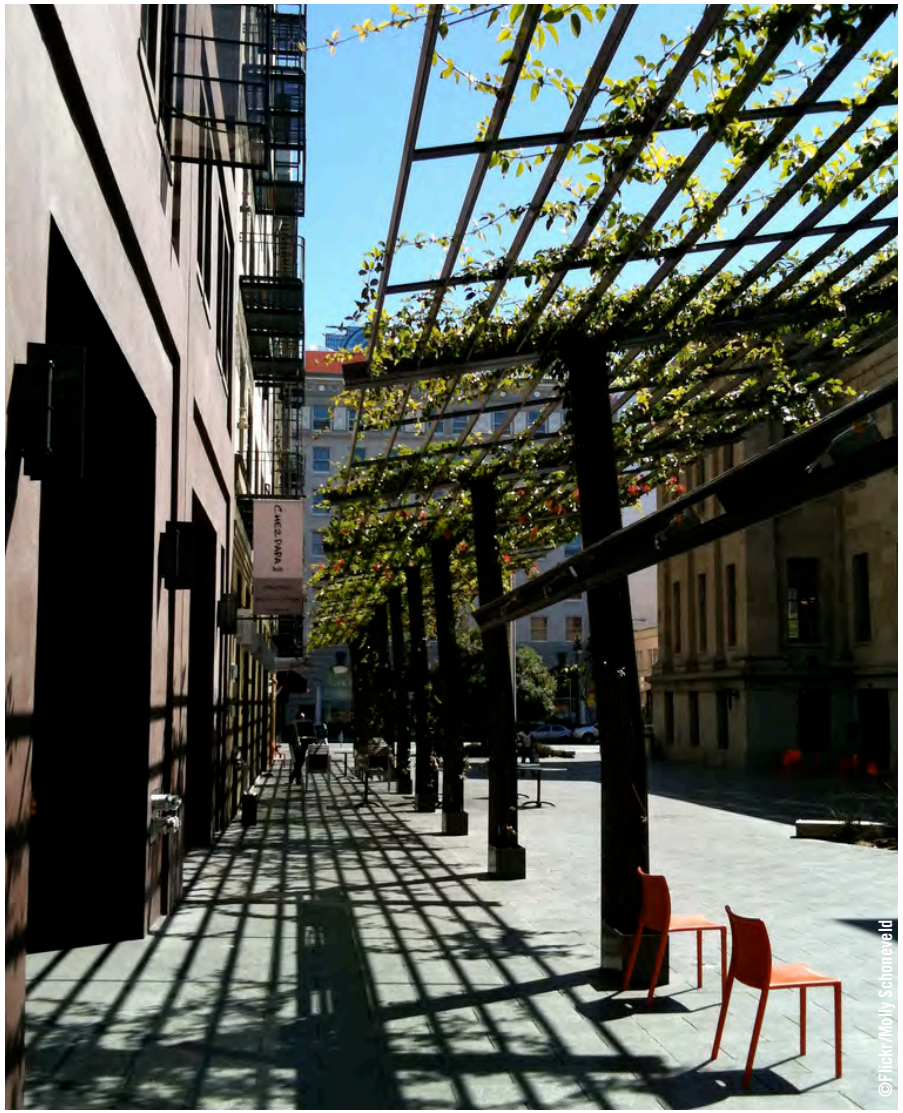
In contrast to the existing site, which in recent decades had few passers-by, the streets and alley ways of 5M draw pedestrians into and through the site at an intimate scale that contrasts with the main thruways of SoMa.

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

PERIMETER STREETS

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

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



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

Fig. 2.3c Pedestrian-only Alley (Paseo)

draft

STREETSCAPES AND PARKLETS

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

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

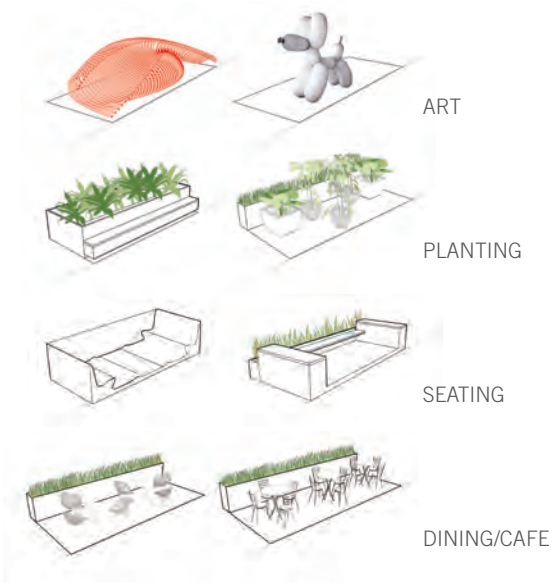


Fig. 2.3d 5M Permitted Parklet Types



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



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

Fig. 2.3e Public Parklet Precedents

draft

2.4 MASSING OVERVIEW

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

MASSING VISION

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

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

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

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

Massing Strategy Legend

- No Height / No Building
- Least Height
- Less Height
- Most Height



Fig. 2.4a San Francisco View Corridors (selected)

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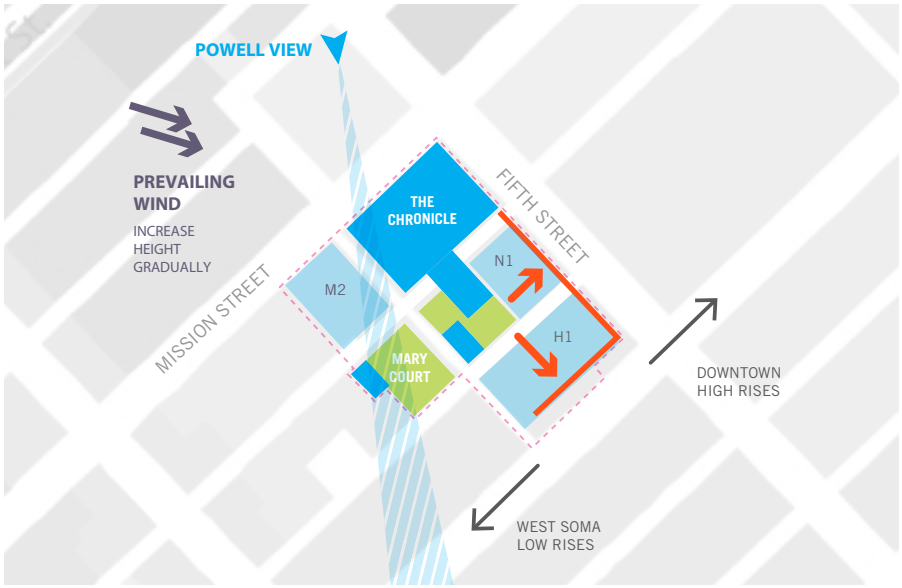

Fig. 2.4b Massing Strategy: Site Response

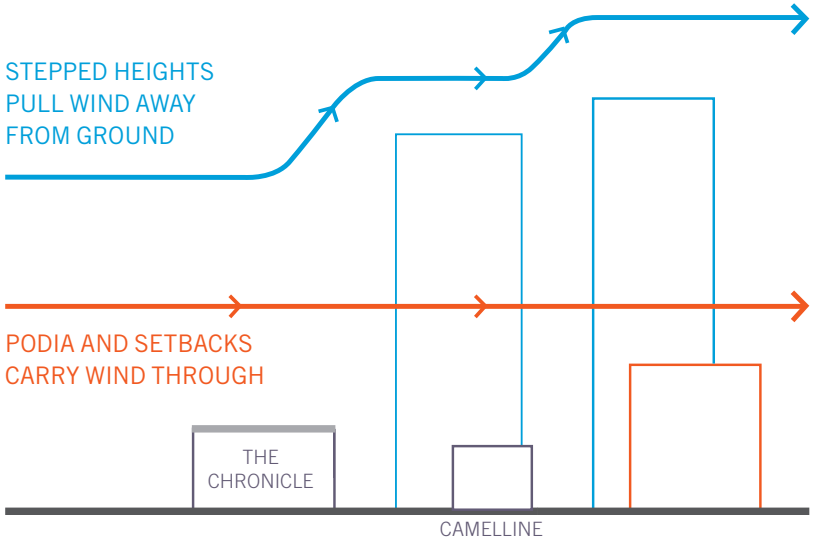

Fig. 2.4c Massing Strategy: Wind

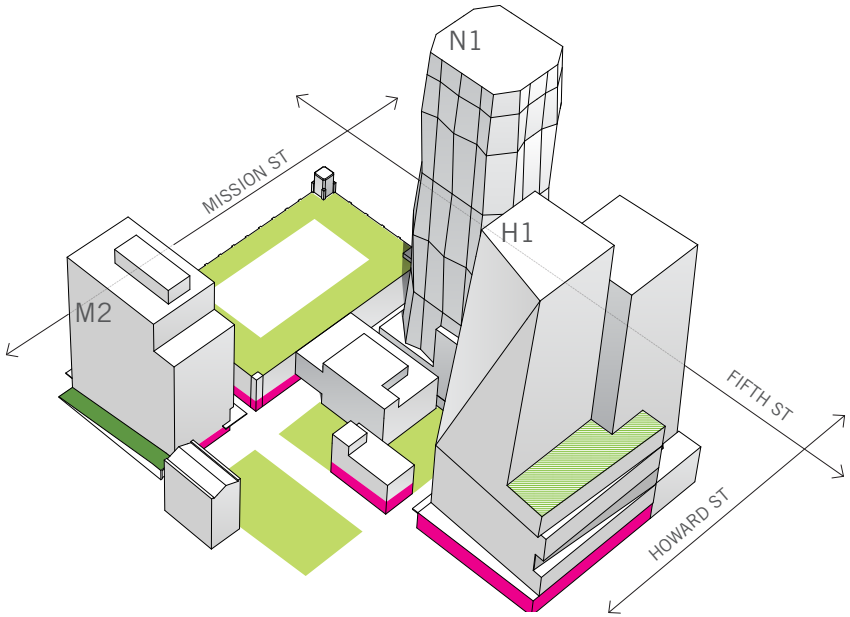

Fig. 2.4d Massing Overview

draft

2.5 ARCHITECTURAL DESIGN OVERVIEW

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

ARCHITECTURAL DESIGN VISION

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

Design Principles:

- ➔ Take cues from the SoMa and city context—Integrate building treatments, materials, or features that reference the industrial qualities and textures of the immediate surroundings and SoMa.
- ➔ Design for a diverse but coordinated whole—5M building design should not identify the project as a closed campus or privatized zone. A cluster of complementary buildings—The 5M façade treatments, intensity/emphasis, materials, and colors are to be coordinated across the family of buildings.
- ➔ Use design to foster what is dynamic and local—Create active and engaging pedestrian edges that ensure visibility of the active uses within, create visual and architectural interest, as well as provide opportunities for artwork.
- ➔ Support the arts and collaborations—Create design opportunities for artworks on buildings and in open spaces.
- ➔ Pursue design as a part of holistic sustainability—Building treatment and materials respond to and enhance the project open spaces and environmental conditions.
- ➔ Associate and highlight through color—The buildings' palette includes the bright, light colors of downtown, as consistent with the San Francisco Urban Design Plan, punctuated with the brighter hues of San Francisco's environmental context.





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

Fig. 2.5a SoMa Context

draft

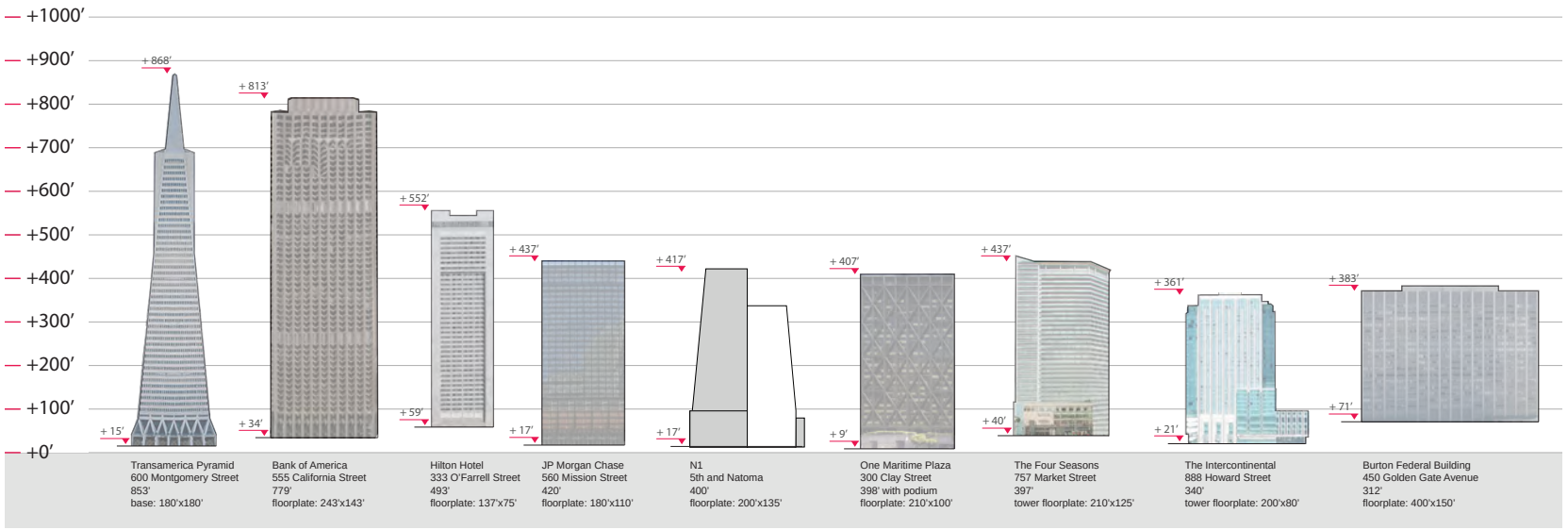

Fig. 2.5b Height in Context

PERCEIVING HEIGHT

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

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



draft

2.6 CIRCULATION AND TRANSPORTATION OVERVIEW

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

CIRCULATION AND TRANSPORTATION VISION

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

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

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



MUNI stop on Market Street median / San Francisco, CA



Separated Bike Lane / Vancouver, Canada

Fig. 2.6 Circulation and Transportation Precedents

draft

2.7 SUSTAINABILITY OVERVIEW

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

SUSTAINABILITY VISION

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

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

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



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



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

Fig. 2.7 Sustainability Strategy Precedents

draft

draft

SECTION II

5M STANDARDS + GUIDELINES

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

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

draft



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

03.

CONTEXT + LAND USE

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

draft

3.1 PREVIOUS SITE CONDITIONS

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

Previous Site Parcel Legend

- Previous Lot Boundaries
- Site boundary

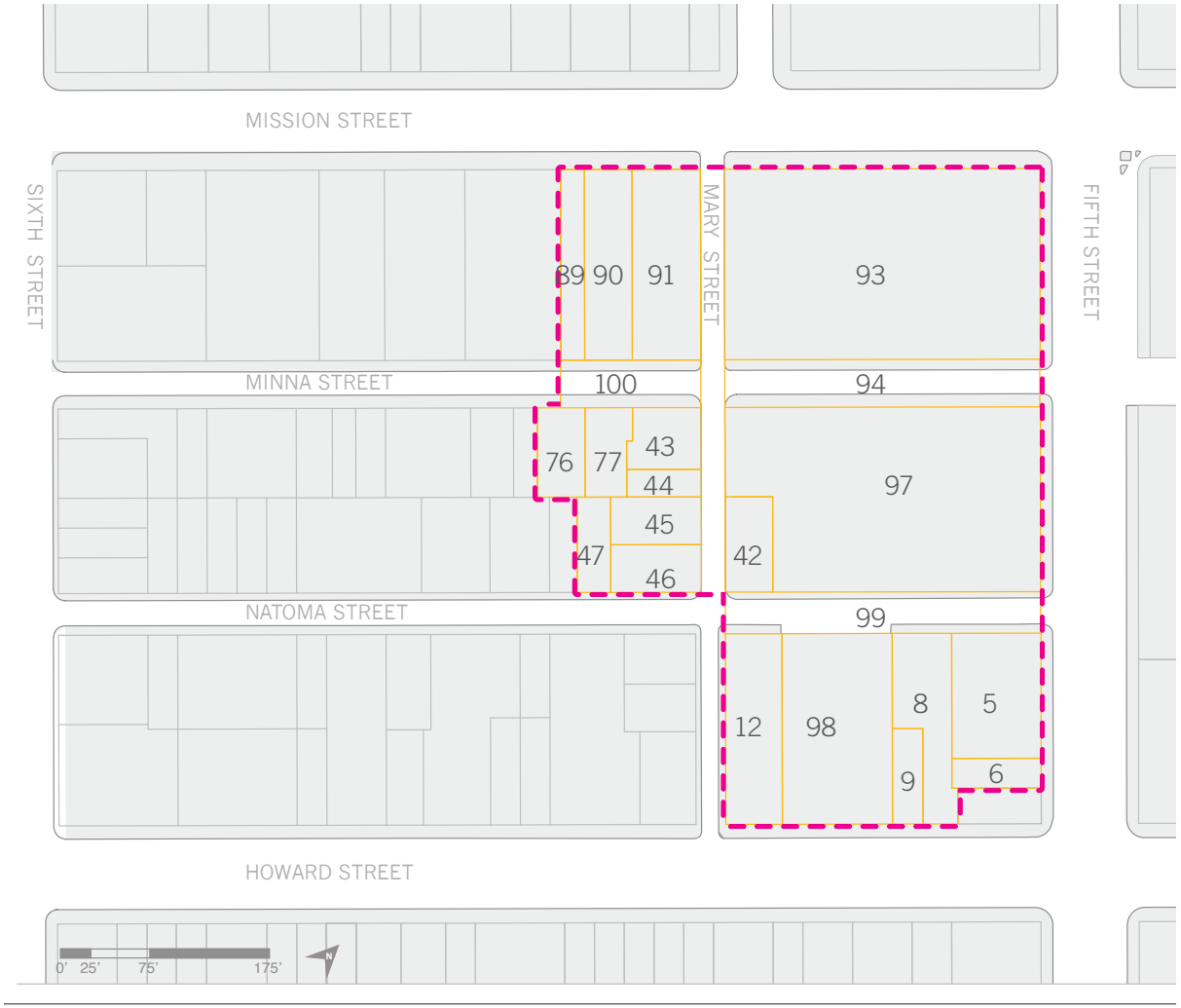

Fig. 3.1 Previous Parcel Plan (per San Francisco Assessors Map)

draft

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

Table. 3.1 Previous Parcels (per San Francisco Assessors Map)

draft

3.2 5M PARCELS

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

3.2.1 REVISED PARCEL PLAN

Figure 3.2 and Table 3.2 identify the surface parcelization plan for the project, which may be revised in accordance with applicable City health and safety (e.g., Building and Fire Code) requirements. For pre-existing parcelization plan see Figure 3.1.[1]

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

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

Table 3.2 Revised Parcels

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

draft



Parcel Plan Legend

- XX Existing Parcel
- XX Proposed Parcel
- Existing Lot Boundaries
- Proposed Lot Boundaries
- Site boundary

Fig. 3.2 Revised Parcel Plan

draft

3.3 5M LAND USE

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

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

Proposed Land Use Legend

- Residential
- Commercial
- Open Space
- Site boundary



Fig. 3.3 Predominant Land Use

draft

3.5 5M LAND USE CONT.

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

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

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

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

Table. 3.3 Land Use Program

draft



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

04.

OPEN SPACE + STREETSCAPE

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

draft

4.1 PUBLIC REALM OVERVIEW

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

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

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

Streetscapes Legend

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

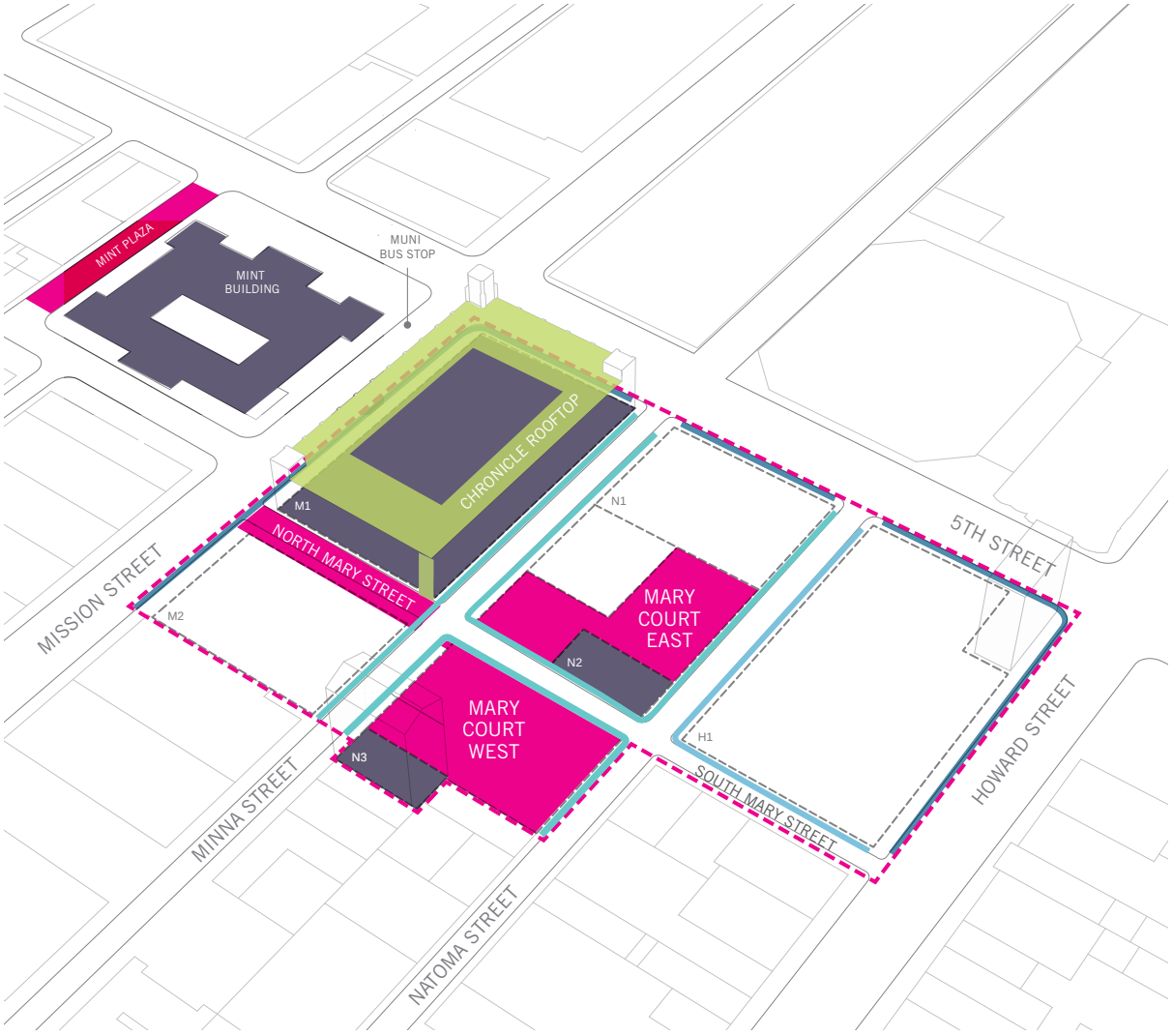

Fig. 4.1 Streetscape Areas (within the Public Realm)

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4.2 ACTIVE GROUND PLANE

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

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



Fig. 4.2 Ground Plane Uses – Sample Plan

Ground Plane Program Legend

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

draft

4.3 OPEN SPACE OVERVIEW

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

4.3.1 GENERATION FIVE OPEN SPACE

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

4.3.2 USABLE OPEN SPACE – RESIDENTIAL

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

4.3.3 PRIVATELY OWNED PUBLIC OPEN SPACE (POPOS) – COMMERCIAL

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

4.3.4 OPEN SPACE LOCATION

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

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

The 5M open space shall be designed to include programs and furnishings that appeal to children, families and seniors. The public open space shall include a play area or play structures and a dog run.

4.3.5 ADVISORY GROUP

A community open space advisory group shall be formed to participate in the Project's open space design development, and ongoing programming planning.



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

Highline / New York, NY



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

Ferry Building Plaza / San Francisco, CA

Fig. 4.3.1 Generation Five Open Space Examples

draft

OPEN SPACE	SIZE (SQ. FT.)	REQUIREMENT FULFILLED (FOR SCENARIO)	
		COMMERCIAL (POPOS)	RESIDENTIAL (USABLE OPEN SPACE)
PUBLIC OPEN SPACE	**49,100**		
CHRONICLE ROOFTOP	23,000		X
MARY COURT EAST (MC1+MC2)	11,500		X
MARY COURT WEST (MC3)	14,600	X	
PRIVATE OPEN SPACE	**7,200**		
M2 TERRACE	3,600		X
N1 PRIVATE OPEN SPACE	3,600		X
H1 TERRACE	*OPTIONAL, NOT INCLUDED*		
ADDITIONAL PUBLIC OPEN SPACE / PEDESTRIAN ENHANCEMENTS	**3,200**		
N. MARY ST PEDESTRIAN IMPROVEMENT (ROW NOT INCLUDED)	1,600	X	
S. MARY ST PEDESTRIAN IMPROVEMENT	1,600	X	
TOTAL GSF	**~59,500**	**~17,800**	**~41,700**

Table 4.3.1 Estimated Open Space Scenario (upon full completion)

NOTE: Residential open space may be provided as public open space per Figure 4.3.4



Fig. 4.3.4 Open Space Typologies and Locations

Open Space Typologies Legend

- Privately Owned Public Open Space
- Public Open Space - rooftop
- Private Open Space (optional H1 terrace)
- Pedestrian-only Alley / Paseo
- Pedestrian Enhancement

draft

4.4 MARY COURT

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

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

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

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



Creative play sculpture / Santa Monica, CA



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

Mint Plaza / San Francisco, CA

Fig. 4.4.1a Mary Court Program Precedents

draft

4.4 MARY COURT CONT.

4.4.1 PROGRAM TYPES

Public usable open space shall provide opportunities for informal and formal activities, both passive and active, to invite people of different generations, cultures, and pastimes in the space.

4.4.2 PROGRAM ZONES

Mary Court West and Mary Court East both shall allow usage of the space in its entirety for large events as well as subzones for smaller concurrent events. Zones shall be differentiated by programming, site furnishings, and/or material treatments.

4.4.3 MAXIMUM NON-OCCUPIABLE AREA

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

4.4.3 GUIDELINES: MAXIMUM NON-OCCUPIABLE AREA

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

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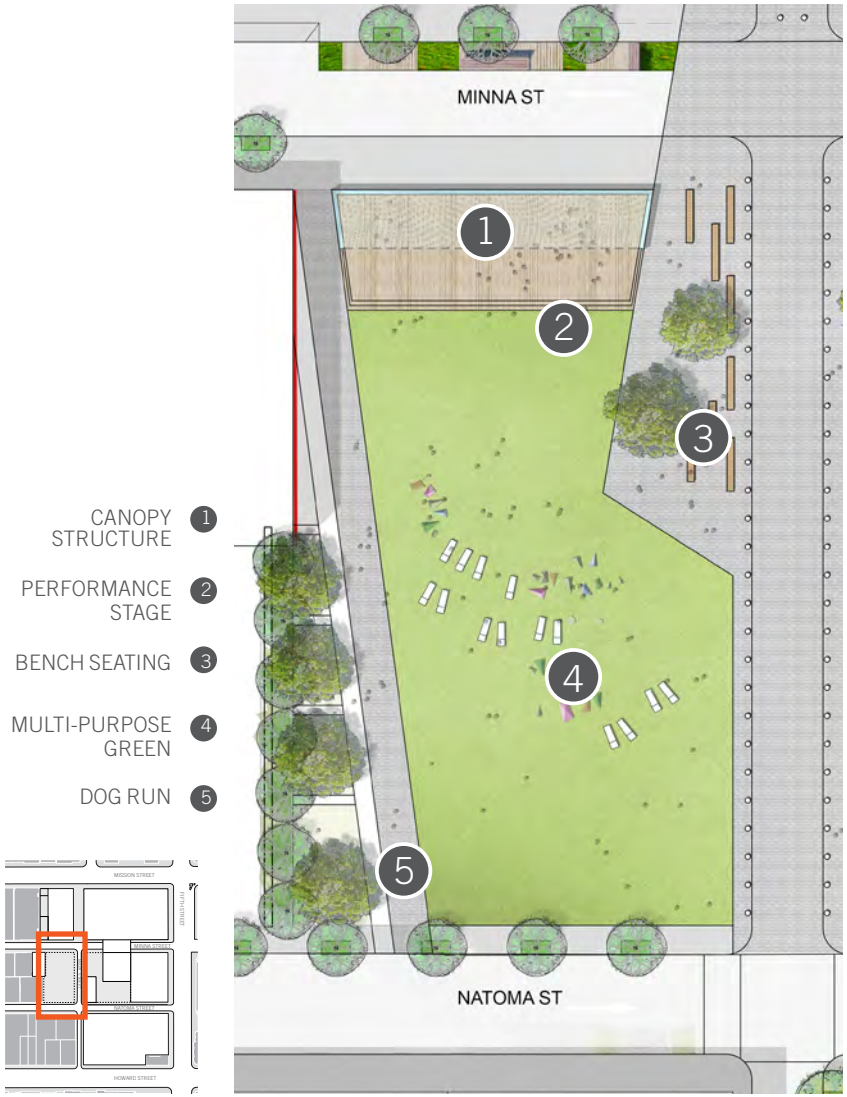


Fig. 4.4.1b Mary Court West – Example Illustrative Plan



Fig. 4.4.1c Mary Court East– Example Illustrative Plan

draft

4.4.4 OVERHEAD STRUCTURES

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

4.4.4 GUIDELINES: OVERHEAD STRUCTURES

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

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

4.4.5 MARY COURT ENCLOSURES

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

4.4.5 GUIDELINES: MARY COURT ENCLOSURES

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

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

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

4.4.6 GUIDELINES: MAXIMUM PUBLIC SPACE ENCLOSURE

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





Fig. 4.4.4 Overhead Structure Examples

draft



Living Innovation Zone / San Francisco, CA



Center Pompidou Metz / Metz, France



Proxy SF / San Francisco, CA

Fig. 4.4.5 Mary Court Enclosure Examples

draft

4.5 CHRONICLE ROOFTOP

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

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

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



City Hall / Toronto, Ontario



Rosendals Trädgårdscafé / Stockholm, Sweden

Fig. 4.5.1a Chronicle Rooftop Inspiration

draft

4.5.1 PROGRAM ZONES

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

4.5.2 ROOFTOP ACCESS

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

4.5.3 GUIDELINES: MAXIMUM PUBLIC SPACE ENCLOSURE (ROOFTOP)

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

4.5.4 GUIDELINES: CHRONICLE EXTERIOR CHARACTER

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

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

4.5.5 GUIDELINES: SOCIAL GREENHOUSES

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

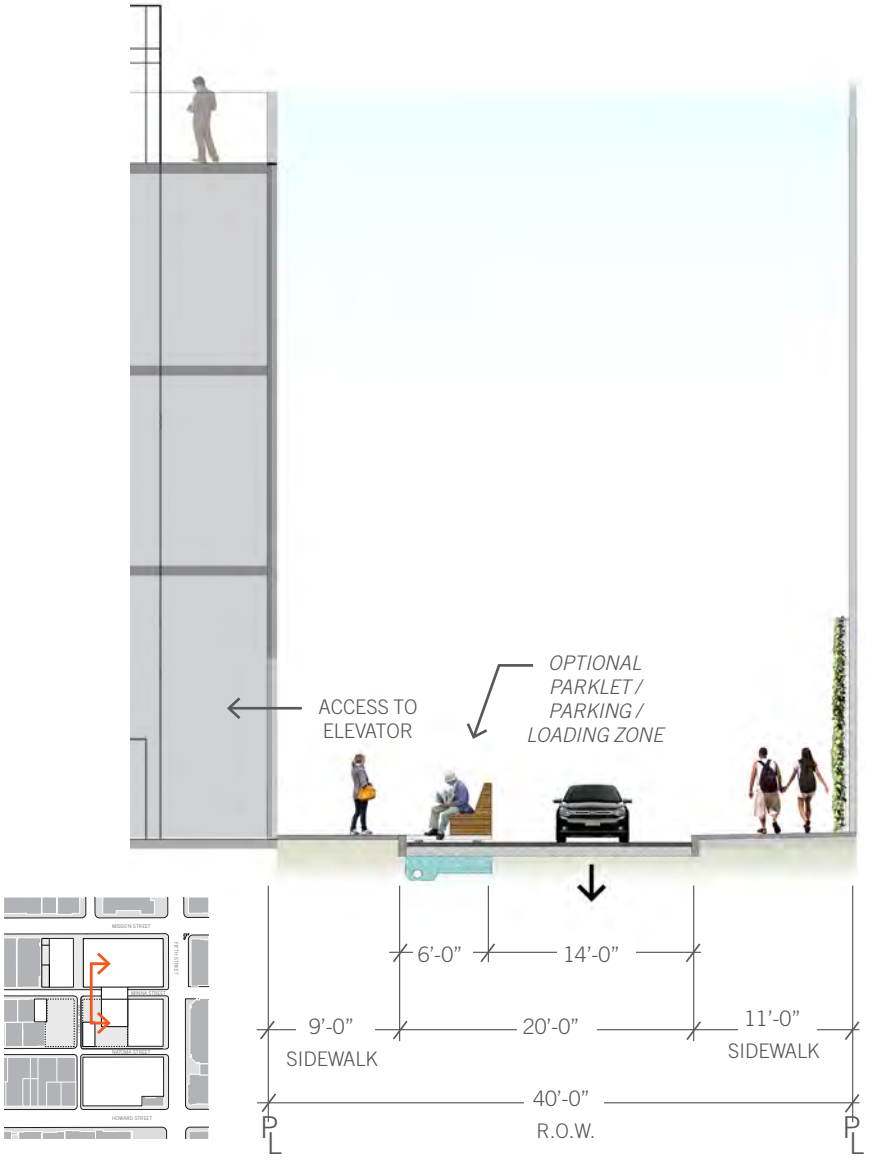
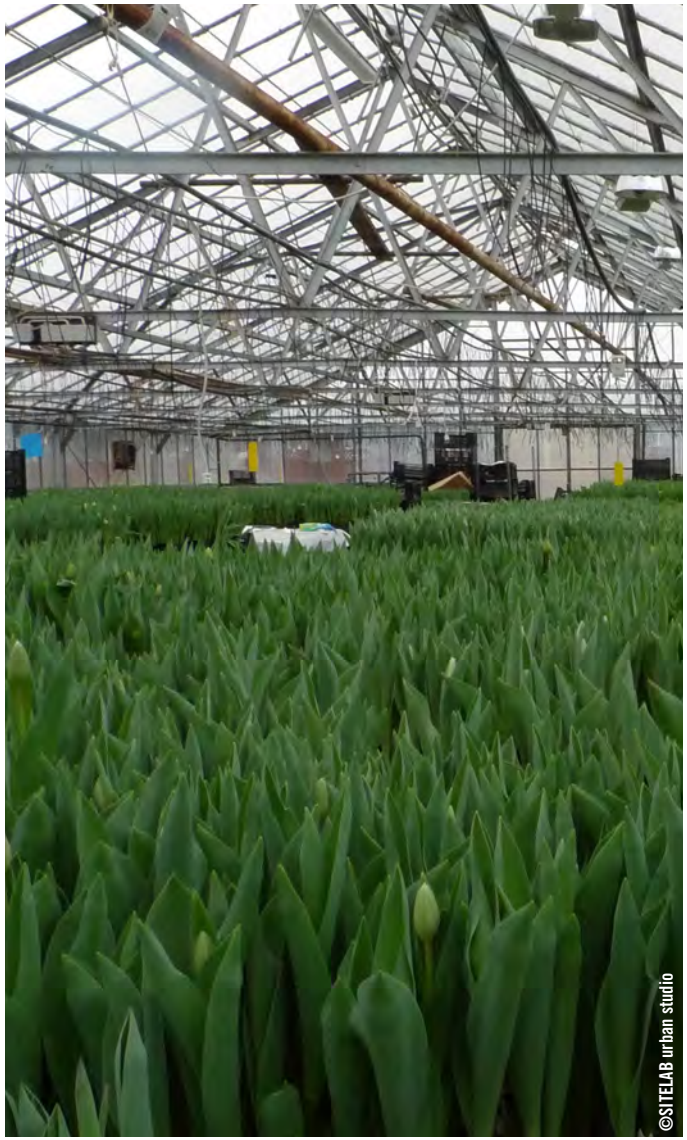


Fig. 4.5.2 Section: Elevator Access to Rooftop (at Minna/Mary Street)

draft



Stanley Park / Westfield, MA

Fig. 4.5.5 Social Greenhouse Example

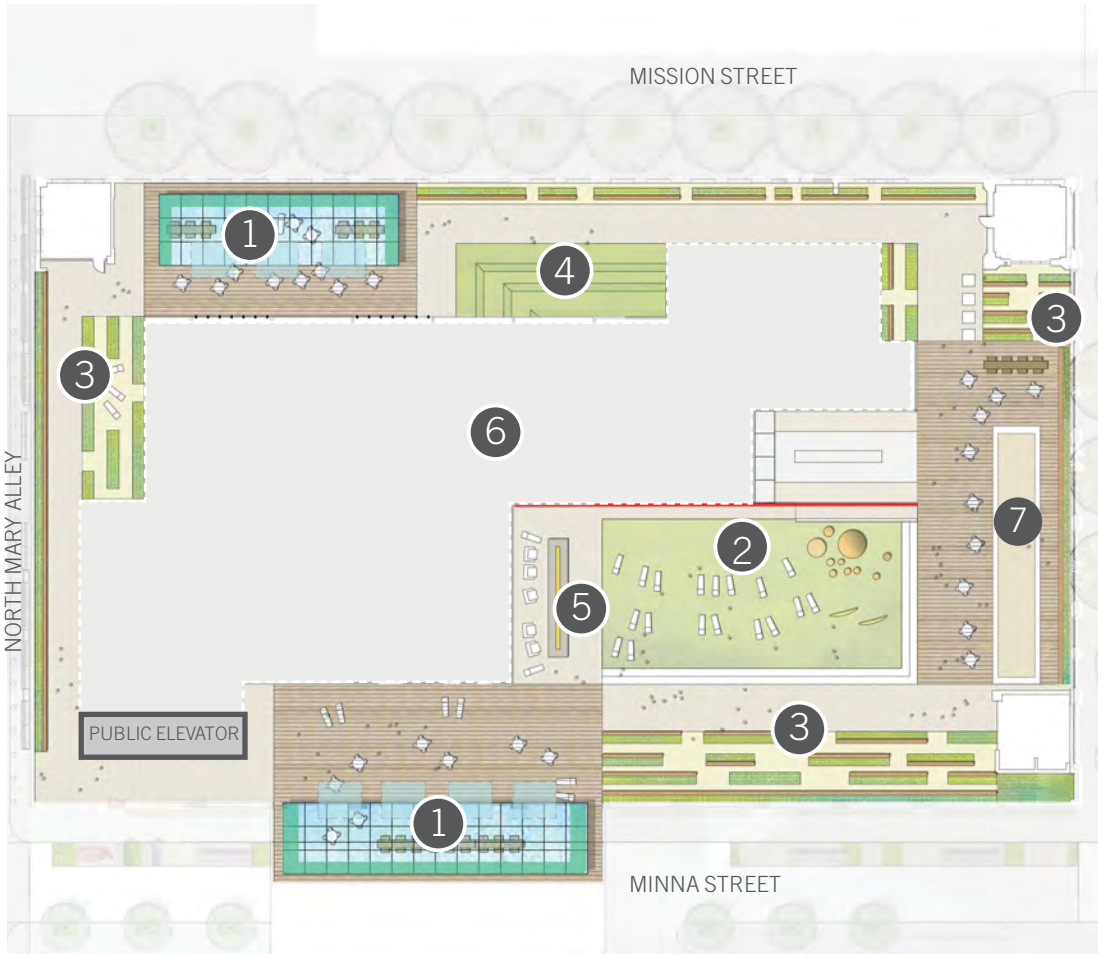


Fig. 4.5.1b Chronicle Rooftop - Example Illustrative Plan

1. PUBLIC GREENHOUSES
2. SYNTHETIC TURF WITH RADIANT HEAT
3. FARM
4. LOUNGING LAWN
5. FIRE BENCH
6. ZONE OF MECHANICAL
7. CAFE / KIOSK

draft

4.6 WIND AND SUN

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

4.6.1 WIND BAFFLING

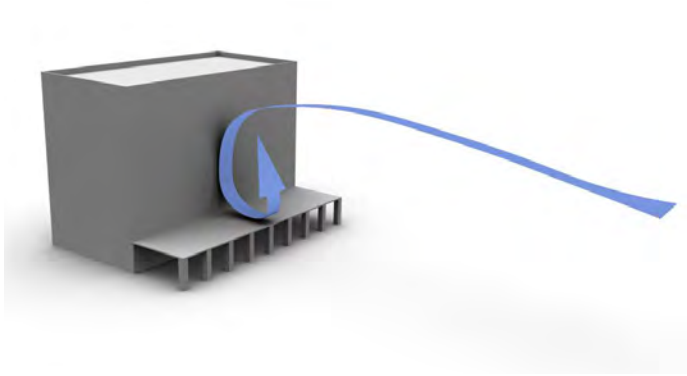
The architecture and landscape shall incorporate strategies and elements to provide comfort in the public realm. Any design elements related to wind mitigation shall be incorporated as part of the overall landscape or architecture, or as an art feature. Figure 4.6.1b shows priority areas where wind baffling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

4.6.1 GUIDELINES: WIND CONDITIONS

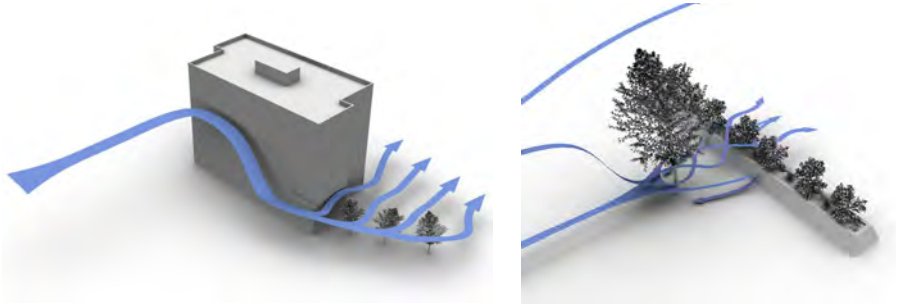
Elements to break or diffuse the current of the wind may include scaffolding and canopies, fabric structures, strategic positioning of landscape planting, architectural elements from upper level setbacks to façade articulations, and similar wind-baffling treatments and features.

4.6.2 GUIDELINES: SOLAR ACCESS

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



Canopy/ Colonnade



Landscaping

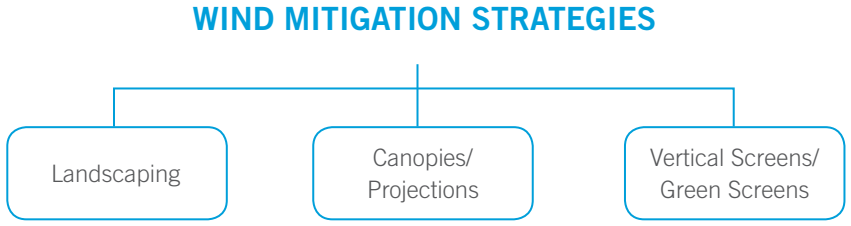


Fig. 4.6.1a Wind Mitigation Strategies

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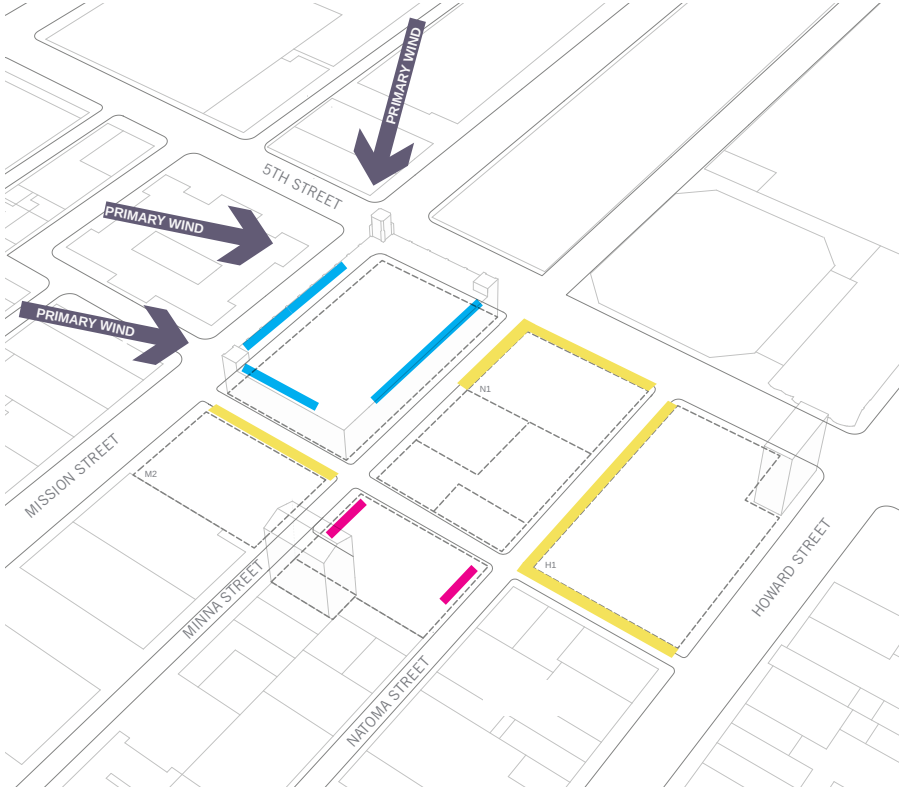

Fig. 4.6.1b Priority Areas for Wind Baffling Measures

Wind Priority Areas Legend

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

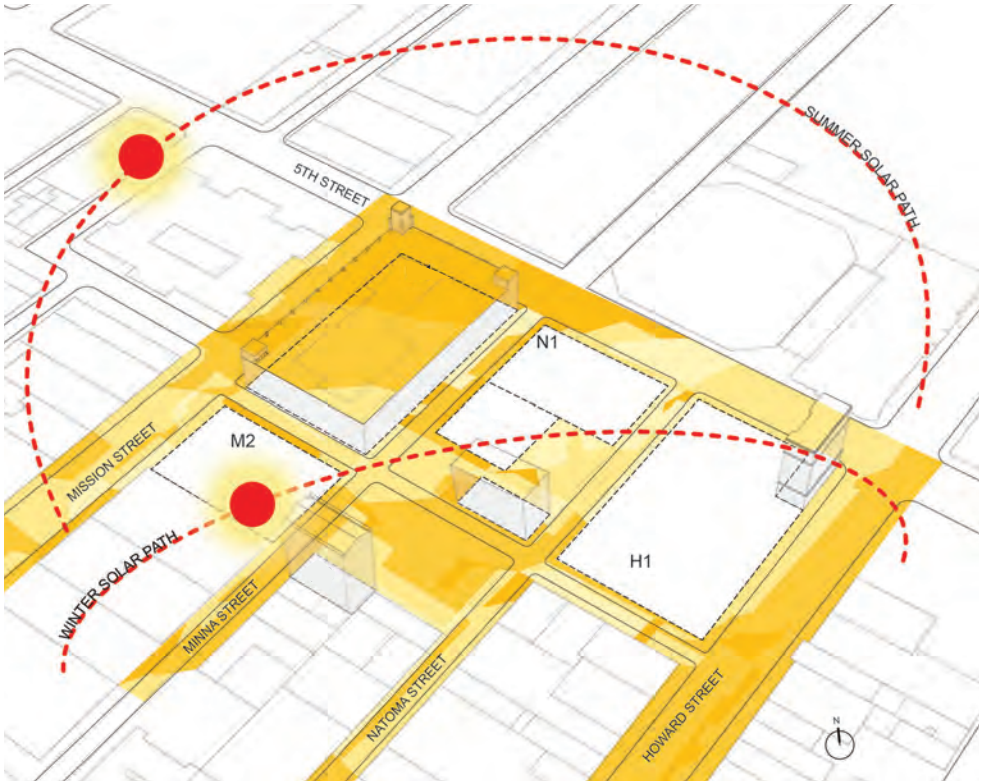

Fig. 4.6.2 Existing Site Orientation and Solar Access

Sun Access Legend



draft

4.7 STREETS AND ALLEYS

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

STREET TYPES

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

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

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

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

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

4.7.1 SIDEWALK WIDTHS

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

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

Table 4.7.1 Sidewalk Widths

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

**Does not include building setback

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

draft

4.7.2 PEDESTRIAN-ONLY ALLEY (PASEO)

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

4.7.3 SHARED PUBLIC WAY

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

4.7.3 GUIDELINES: SHARED PUBLIC WAY

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

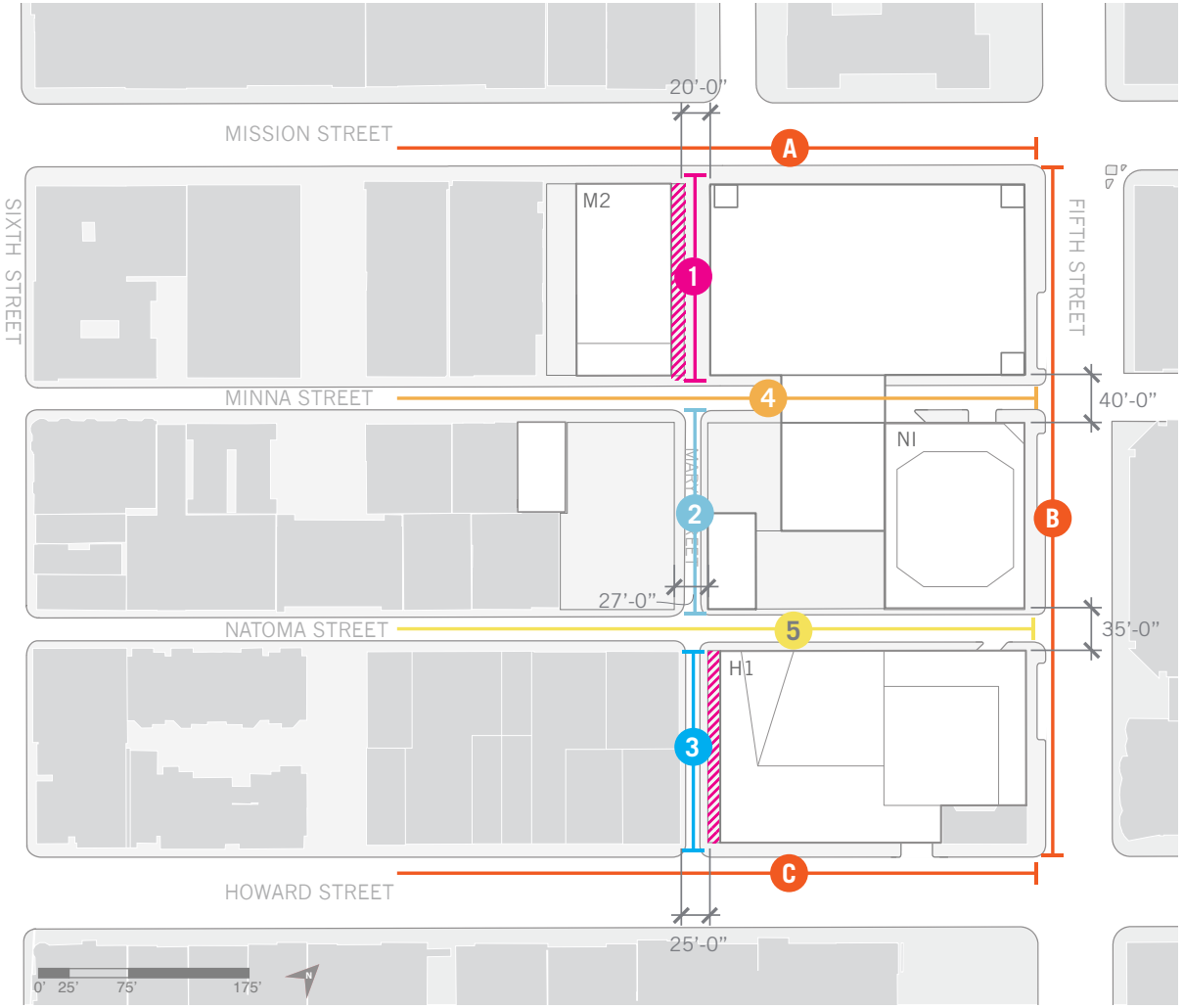

Fig. 4.7.1a Street Types

Street Types Legend

Building setback area

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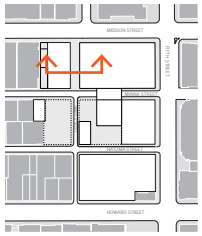
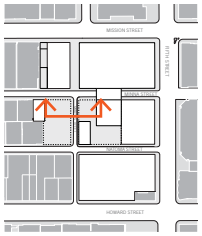


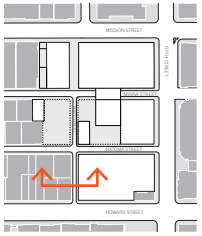


North Mary





Central Mary

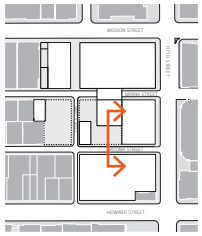


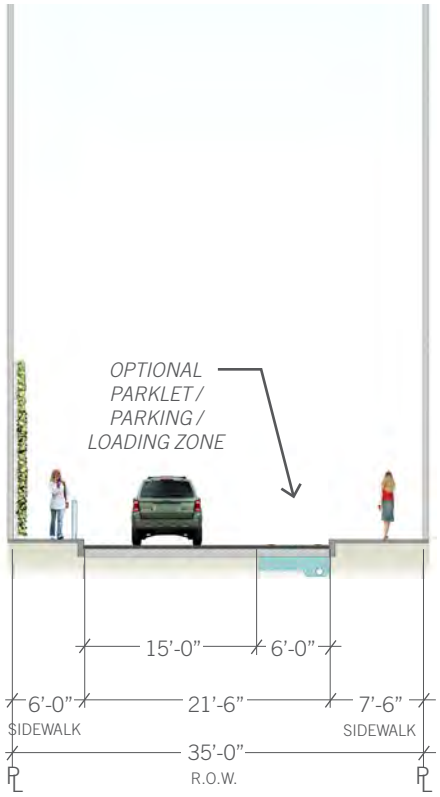


South Mary (Existing)

Fig. 4.7.1b Street Sections

draft





Natoma Street (Existing)

Fig. 4.7.1b Street Sections cont'd



Rue du Tresor / Québec, Canada

Fig. 4.7.2 Paseo Example



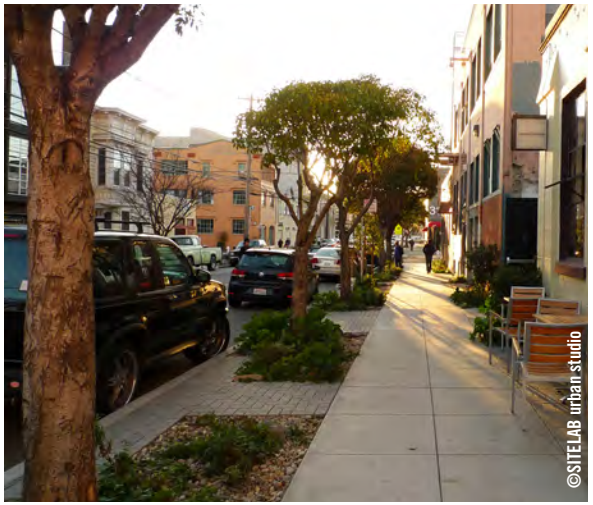
Raised Crosswalk at Palouk / Prague-Strašnice, Czech Republic

Fig. 4.7.4 Interior Street Example



Linden Street / San Francisco, CA

Fig. 4.7.3 Shared Public Way Example



20th Street / San Francisco, CA

Fig. 4.7.5 Perimeter Street Example

draft

4.8 NORTH MARY STREET

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

4.8.1 GROUND FLOOR ACTIVATION

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

4.8.1 GUIDELINES: GROUND FLOOR ACTIVATION

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

4.8.2 CAFE ZONE

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

4.8.3 GUIDELINES: CANOPIES AND PROJECTIONS

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

The Chronicle building façade fronting the street lacks transparency, but should be enlivened with art, pop-up retail kiosks and green screen or green wall landscape enhancements. For detailed standards, refer to *Section 6.5 Architectural Design: Projections.*

4.8.4 GUIDELINES: LIGHTING AND ART

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

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

4.8.5 GUIDELINES: RAISED CROSSWALKS

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



Etched concrete / San Francisco, CA



Painted concrete



Street Painting #5 / Vercorin, Switzerland

Fig. 4.8.4 Art: Decorative Alley Design

draft

4.9 SITE FURNISHINGS

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

4.9.1 SITE FURNISHINGS PALETTE

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

4.9.2 SEATING

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

4.9.3 RECEPTACLES

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

4.9.2 GUIDELINES: SEATING

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

4.9.4 GUIDELINES: BIKE RACKS

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

4.9.5 GUIDELINES: AMENITIES

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

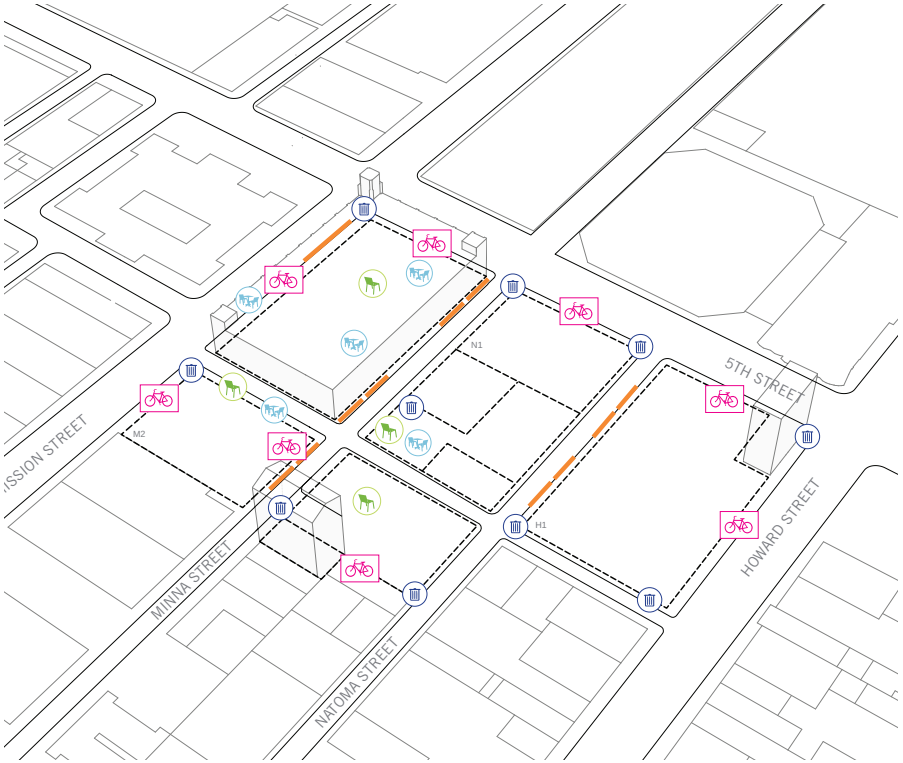


Fig. 4.9.1 Site Furnishings Palette and Zones (all locations are approximate)

Site Furnishings Legend

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

draft



Consistent linear layout without back, two-way facing



Grouped seating with backs, one-way facing outward



Seating with back, one-way facing

Fig. 4.9.2 Seating Examples







Fig. 4.9.4 Bike Rack Examples

draft

4.10 PAVING MATERIALS

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

4.10.1 GUIDELINES: PAVING MATERIALS PALETTE

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

4.10.2 GUIDELINES: PERIMETER STREET SIDEWALKS

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

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

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

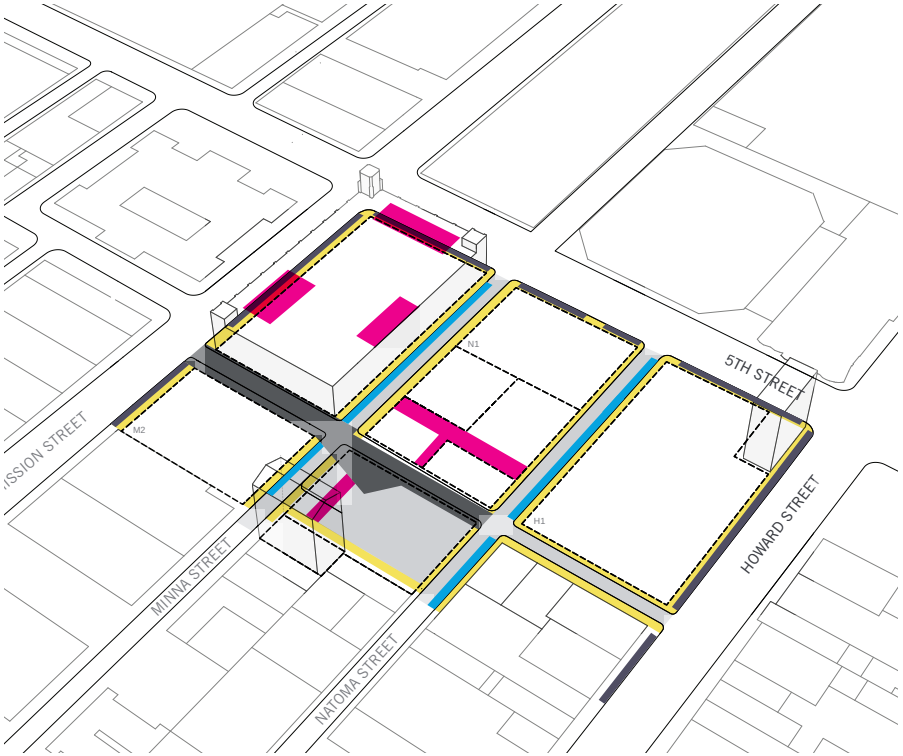


Fig. 4.10.1 Recommended Paving Materials Palette

Recommended Paving Materials Legend

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

draft

4.10.4 PEDESTRIAN-ONLY AREAS

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

4.10.3 GUIDELINES: INTERIOR STREET SIDEWALKS

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

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

4.10.4 GUIDELINES: PEDESTRIAN-ONLY AREAS

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

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



Cast-in-Place Concrete



Permeable Paver Street Furnishings Zone

Fig. 4.10.2 Perimeter Street Sidewalks



Permeable Paving



Fig. 4.10.3 Interior Street Sidewalks

draft

4.10.5 CHRONICLE ROOFTOP

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

4.10.5 GUIDELINES: CHRONICLE ROOFTOP

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



Wood Decking





Gravel



Fig. 4.10.5 Chronicle Rooftop Area Examples

draft

4.10.6 CURB AND GUTTER

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

4.10.6 GUIDELINES: CURB AND GUTTER

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

4.10.7 GUIDELINES: DECORATIVE PAVING

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

4.10.8 GUIDELINES: PERMEABLE PAVING

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



Asphalt Unit Pavers



Stamped Asphalt



Etched Concrete



Port Seton

Fig. 4.10.7 Decorative Paving Examples

draft

4.11 PLANT MATERIALS

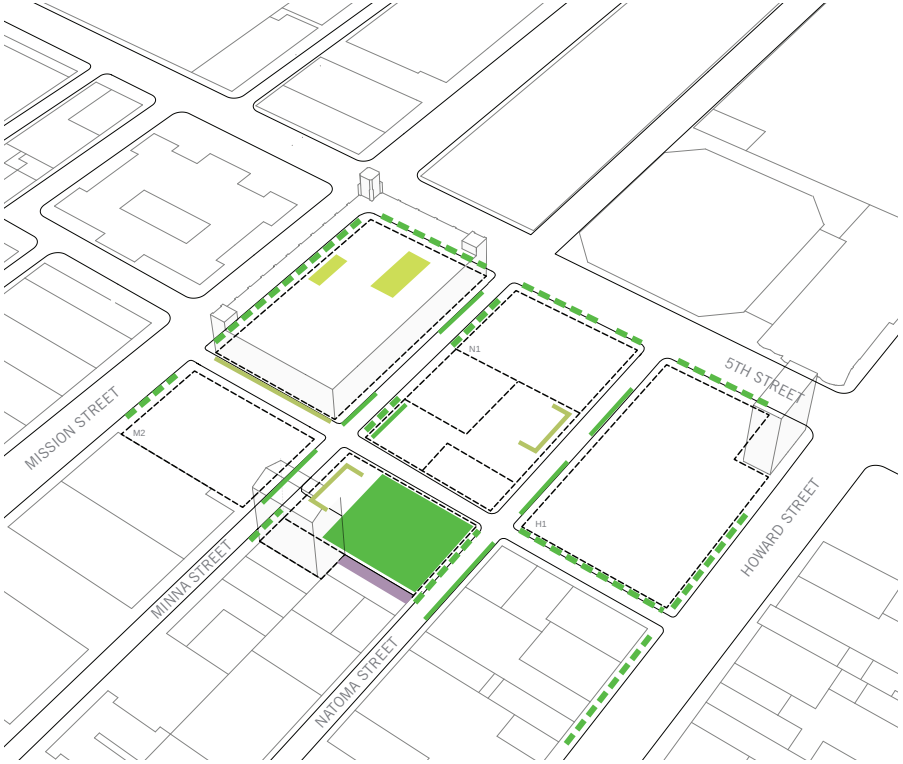
Planting improvements within the public realm of 5M are intended to reinforce the urban character of the plazas, streets and alleyways. Plantings provide both visual amenity and environmental benefit. Plant material selection should emphasize strong plant forms, tolerance of wind and other site conditions,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

4.11.1 STREET TREES

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

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

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



Greening Opportunity Zones Legend

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

Fig. 4.11.1a Greening Opportunity Zones - Illustrative Example

draft



Fig. 4.11.1b Street Tree Sections

draft

4.11.2 PERIMETER STREET TREES

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

4.11.3 INTERIOR STREET TREES

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

4.11.1 GUIDELINES: STREET TREES

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

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

4.11.4 GUIDELINES: PARKLET PLANTS

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

4.11.5 GUIDELINES: GREENWALLS / GREEN SCREENS

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

4.11.6 GUIDELINES: GREEN ROOF

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

4.11.7 GUIDELINES: BIO-FILTRATION PLANTINGS

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



Sweetgum
(*Liquidambar styraciflua)*



Autumn Gold Maidenhair Tree
(*Ginkgo Biloba)*



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



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



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

Fig. 4.11.2a Street Trees

draft

4.11 PLANT MATERIALS CONT.

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

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

Fig. 4.11.2b Street Trees

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

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

Fig. 4.11.4 Parklet Plants

draft

4.11 PLANT MATERIALS CONT.

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

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

Fig. 4.11.5 Greenwalls/Green Screens

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

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

Fig. 4.11.7 Bio-filtration Plantings

draft

4.12 PRIVATE OPEN SPACE

4.12.1 GUIDELINES: COMMERCIAL PRIVATE OPEN SPACE

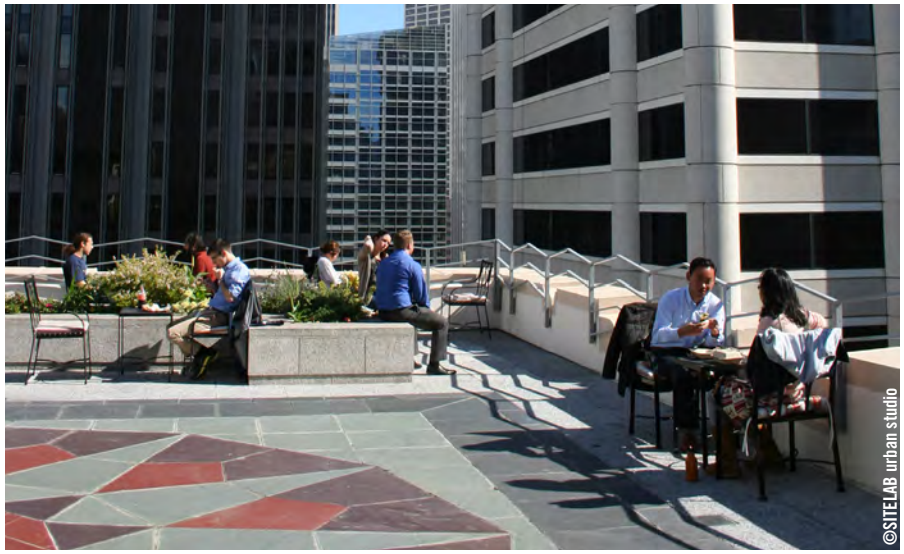
Open Space Distribution: Upper level terraces are encouraged, and encouraged to spatially relate to at-grade public open space, for example looking out over Mary Court East.

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

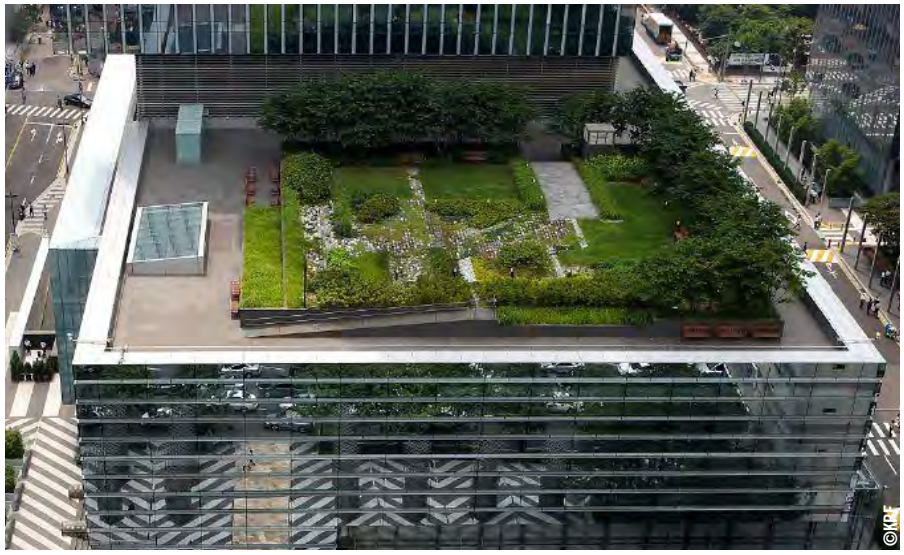
Character: Private open space for commercial use should advance the contemporary, innovative, urban, or industrial qualities of the project. Design and materials are encouraged to be flexible, collaborative, operable, and industrial, as potential frameworks for art intervention, contribution, or plantings.

Plantings: Drought-tolerant species are encouraged.

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



Rooftop Garden, Sansome Street / San Francisco, CA



Samsung Terrace

Fig. 4.12.1 Private Open Space for Commercial Uses

draft

4.12.2 GUIDELINES: RESIDENTIAL PRIVATE OPEN SPACE

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

Flexibility: Private open space for residential uses should provide opportunities for repose, reading, art, gardening, farming, gathering, picnics, outdoor dining, parties, fitness and informal play. Areas of sun, shade, and light enclosure are encouraged to advance day and night usability throughout the seasons. Programming that complements, but does compete with, at-grade open space is encouraged, to maximize the unique activity in the public realm.

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

Plantings: Drought-tolerant species are encouraged.

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



Roof garden / London, UK



Terrace SFMOMA / San Francisco, CA

Fig. 4.12.2 Residential Private Open Space

draft



Fig. 5.0 Chronicle Clocktower / San Francisco, CA

05.

BUILDING FORM + MASSING

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

draft

5.1 OVERALL BUILDING MASSING

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

5.1.1 OVERALL MASSING

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

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

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

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

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

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

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

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

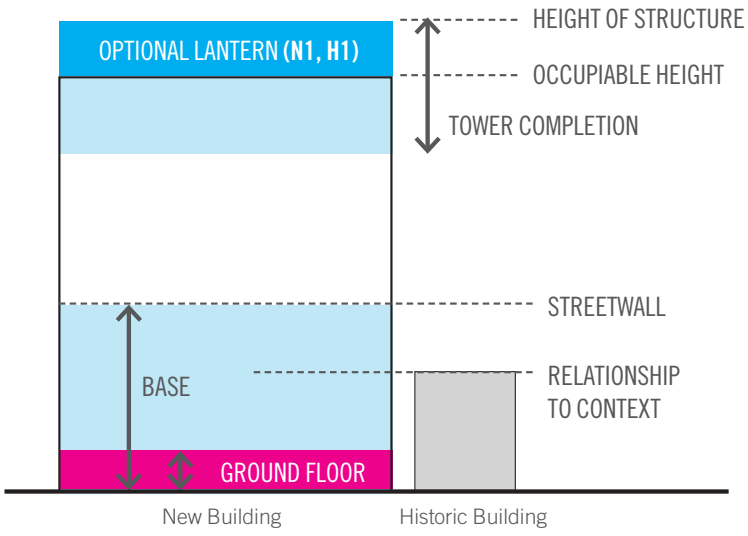


Fig. 5.1.1a Overall Massing Components

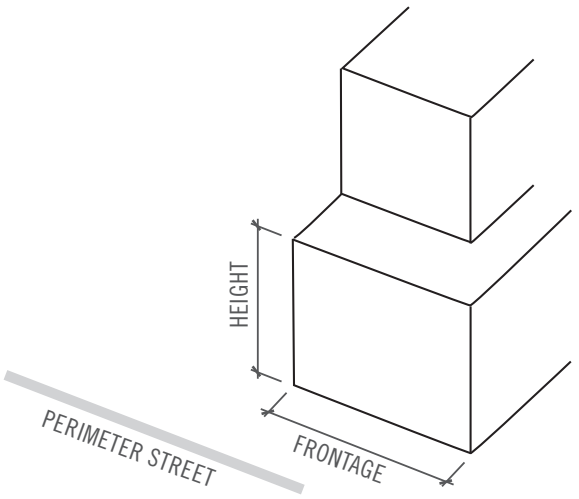


Fig. 5.1.1b Streetwall Components (see *Section 5.3 Streetwall* for specific information)

draft

5.1.2 RELATIONSHIP TO HISTORIC CONTEXT

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



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



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

Fig. 5.1.2 Relationship to Historic Context

draft

5.2 BUILDING HEIGHTS

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

5.2.1 HEIGHT DISTRIBUTION

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

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

The existing Chronicle, Camelline, and Dempster buildings shall be retained, and thus the height and bulk limitations of those buildings shall conform to those buildings' height and bulk, per the 5M SUD.

5.2.2 MAXIMUM NUMBER OF TOWERS

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

5.2.3 HEIGHT DIFFERENTIATION

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

5.2.1 GUIDELINES: HEIGHT DISTRIBUTION

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

Height Legend

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

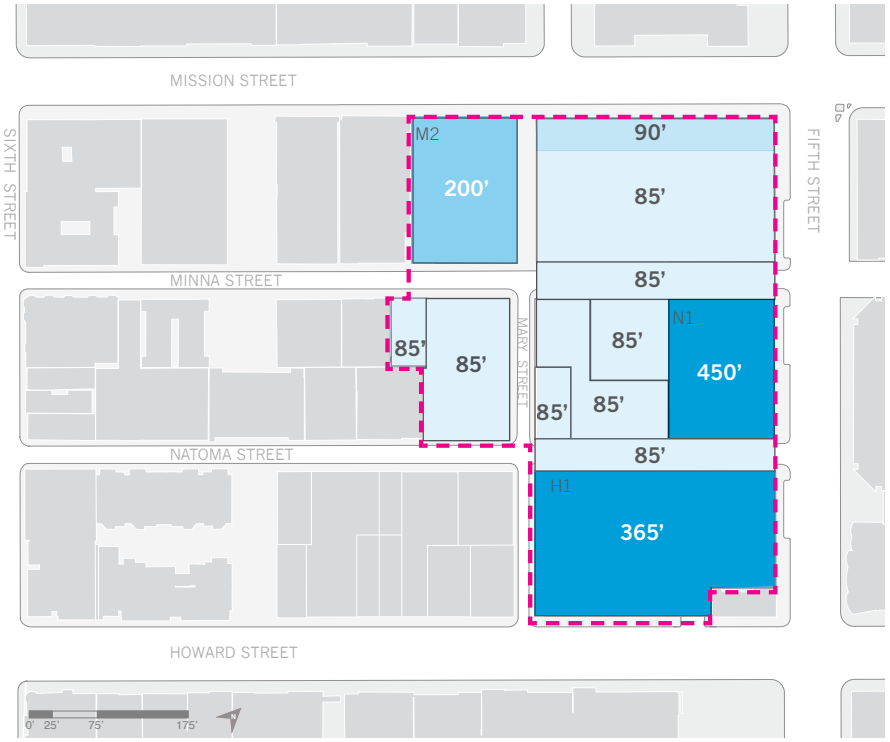


Fig. 5.2.1a Maximum Occupiable Heights

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

Table 5.2.1 Maximum Building Heights

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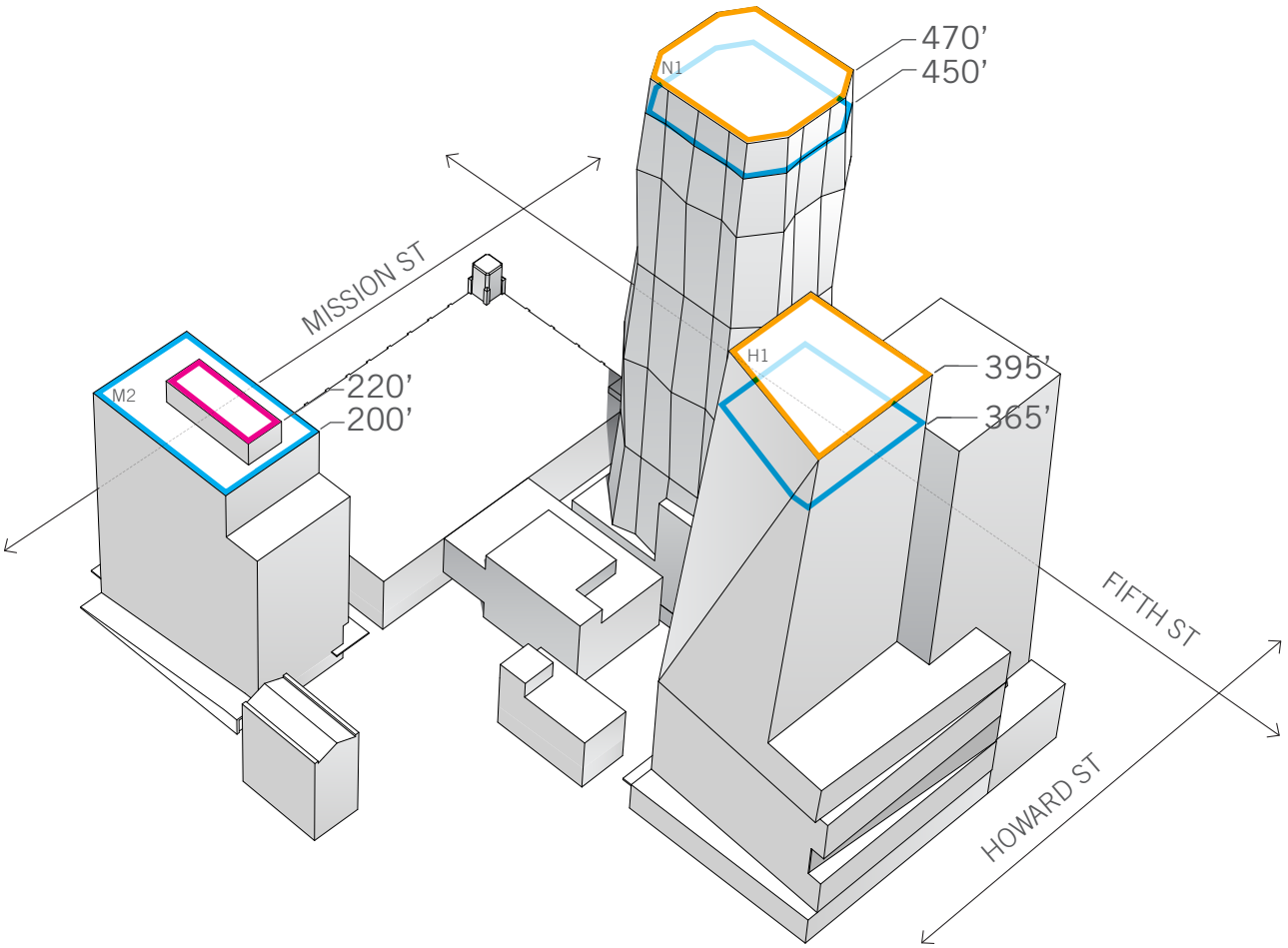
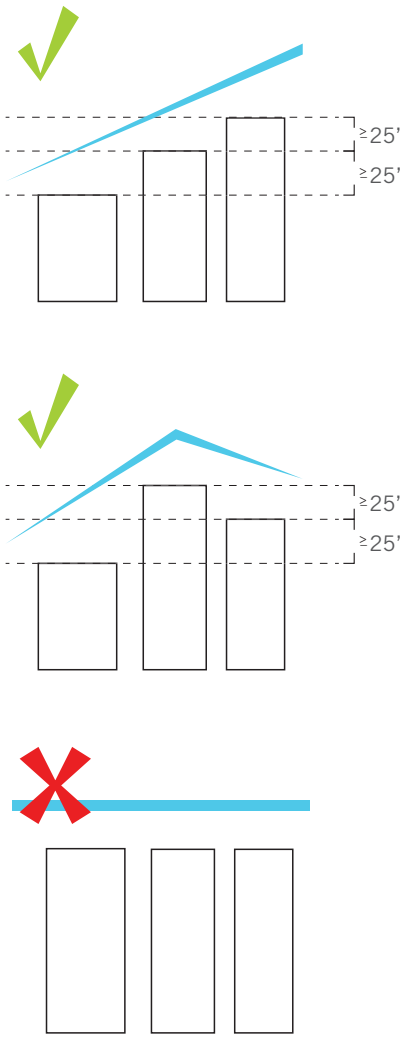


Fig. 5.2.1b Maximum Building Heights (New Construction)

Height Legend

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



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

Fig. 5.2.3 Height Differentiation

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5.3 BASE AND STREETWALL

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

5.3.1 BASE HEIGHTS

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

5.3.2 NEW CONSTRUCTION STREETWALL HEIGHT

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

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

Table 5.3.1 Maximum Base Heights

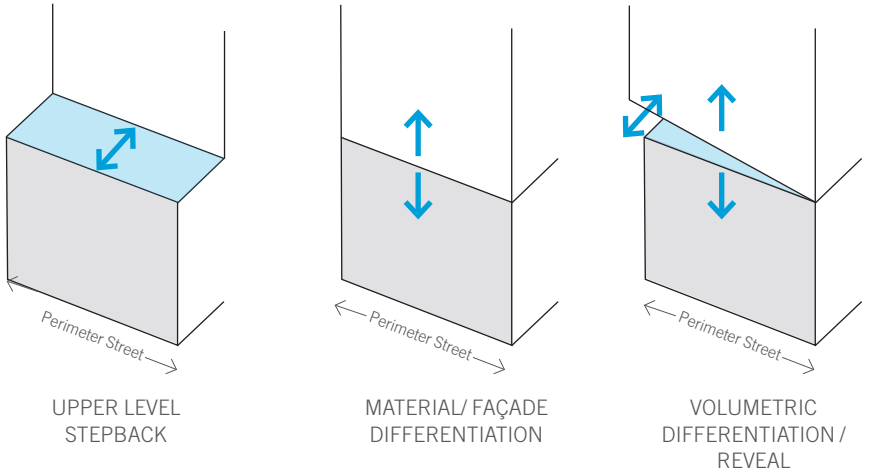

Fig. 5.3.2 Streetwall Articulation: Perimeter Streets

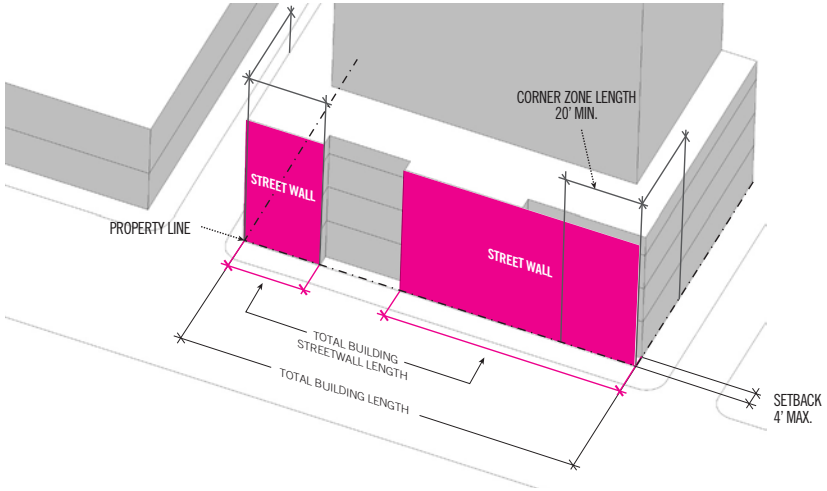

Fig. 5.3.4 Streetwall and Building Setbacks

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5.3.3 STREETWALL LENGTH

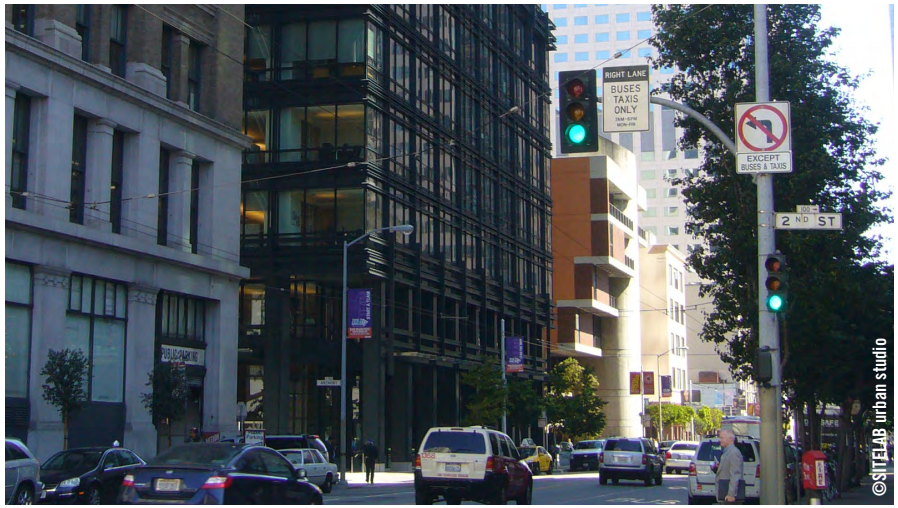
A minimum 60 percent of block length frontage is required for streetwalls on Mission Street, Fifth Street, and Howard Street and shall extend to the Streetwall Height per Figure 5.3.4. Measurements are based on linear street to street dimensions, as measured at ground level. For more detail on entries,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

5.3.4 BUILDING SETBACKS

The existing Chronicle building creates an important pre-existing streetwall at the property line, reinforced by smaller buildings adjacent to the site on Fifth and Howard Streets. New buildings shall maintain the continuity of this streetwall. Setbacks on Mission, Fifth, and Howard Streets shall not exceed 4 feet from property line, as shown in Figure 5.3.4. Building setbacks along Mary Street per Figure 4.7.1a shall be permitted in order to expand the open space of Mary Street provided that they are continuous to maintain a consistent streetwall. No building setbacks are required within the project site.

5.3.5 STREETWALL CORNERS

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



Streetwall articulation through introducing stepback in massing



Breaking the building volume creates perceivable streetwall

Fig. 5.3.3 Streetwall Examples

draft

5.4 BULK CONTROLS

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

5.4.1 BULK CONTROLS

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

5.4.2 365-X TOWER CONTROLS

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

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

The following standards shall regulate parcels zoned 365-X:

➔ **TWO-TOWER FLOORPLATES.** Above the base, the building shall be designed to be perceived as two towers, connected internally. Each of the expressed towers shall comply with Table 5.4.2. The Minimum Offset must be maintained on both sides where the two "expressed" floorplates meet.

➔ **TWO-TOWER HEIGHT DIFFERENCE.** The two-tower building shall maintain a minimum height difference of 40 feet between expressed towers, measured as the difference of each expressed tower's total height inclusive of architectural elements. See Figure 5.4.2a.

➔ **TWO-TOWER REVEAL.** On the South side facing Howard, where the two volumes of the building meet, the buildings shall include a vertical recess/reveal of a minimum dimension of 8 feet by 10 feet in plan.

➔ **TWO-TOWER DIFFERENTIATION.** The two volumes within the two-tower building shall have different architectural treatments, differentiated through the use of either material, color, vertical articulation elements or spacing. See Figure 5.4.2a. For more information, refer to *Section 6.4 Architectural Design: Commercial Tower (H1)*.

Methodology for determining lower tower heights follows the Bulk Limits per 5M SUD.



Fig. 5.4.1 Maximum Occupiable Height and Bulk Zones

Height and Bulk Legend

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

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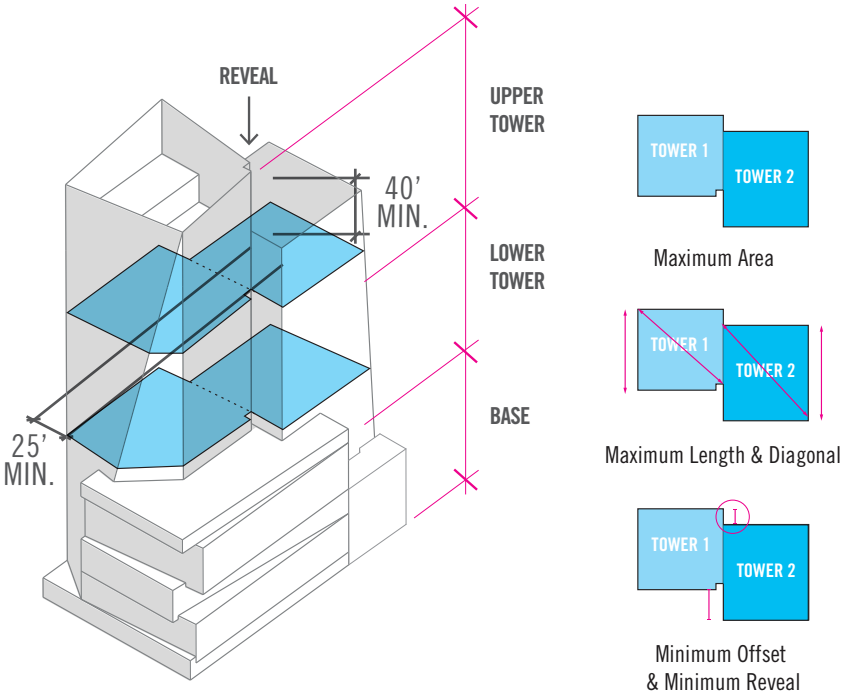

Fig. 5.4.2a Two-Tower Control Dimensions

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

Table 5.4.2 Two-Tower Control Dimensions

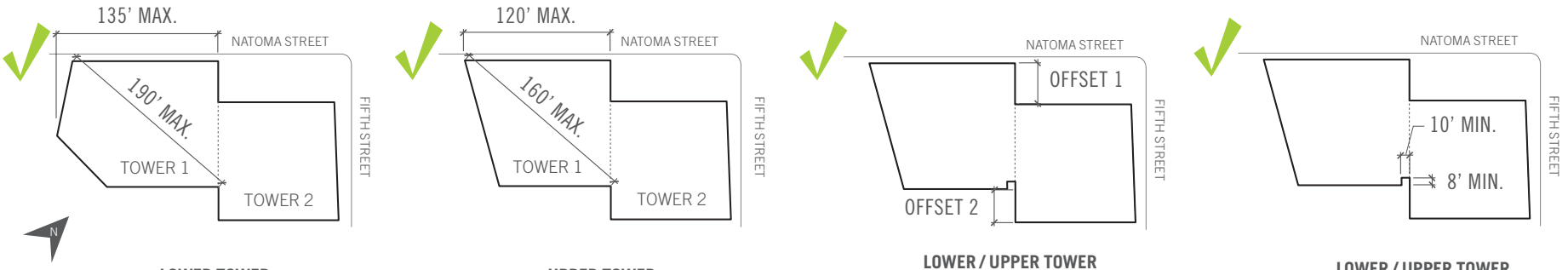

Fig. 5.4.2b Two-Tower Floorplate Examples

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5.4.3 TOWER SEPARATION

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

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

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

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

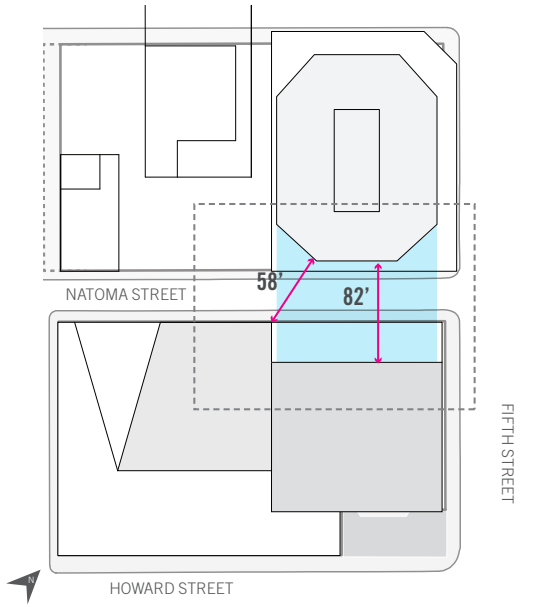

Fig. 5.4.3a Tower Separation Scenario

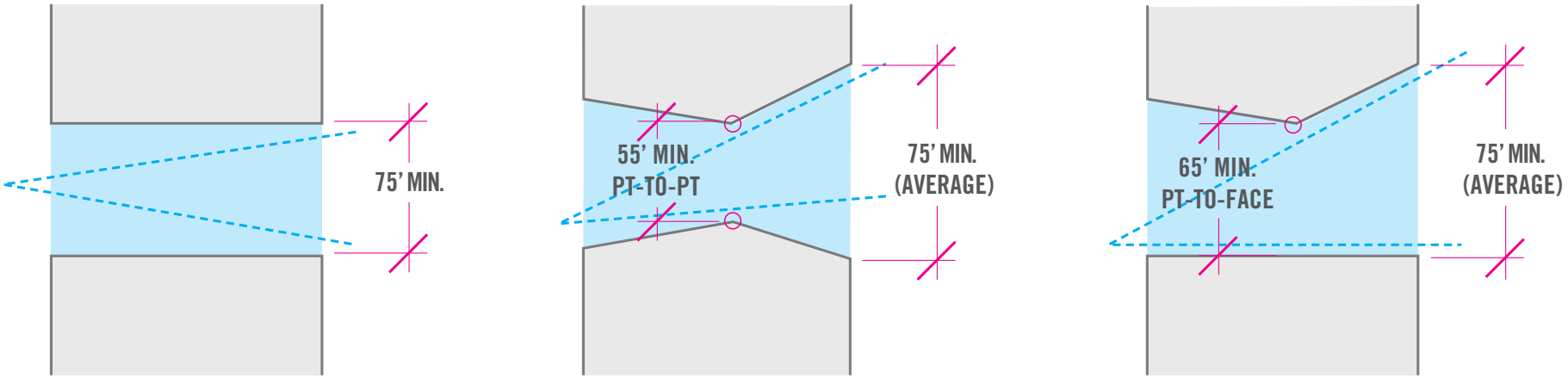

Fig. 5.4.3b Tower Separation Requirements (plan view)

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5.4.4 TOWER COMPLETION

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

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

5.4.4 GUIDELINES: TOWER COMPLETION

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

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

5.4.5 GUIDELINES: BUILDING CORES

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



Wheelock Square / Shanghai
Extended façade face

Hudson Yards / New York, NY
Narrowing tower form

Transbay Tower / San Francisco
Dissolving articulation

Fig. 5.4.4a Tower Completion Strategy Types

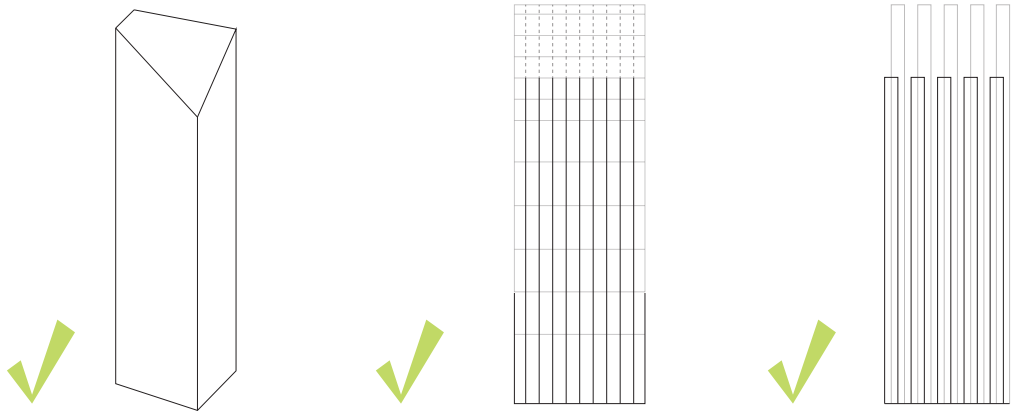

Fig. 5.4.4b Tower Completion Strategy Examples

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5.5 GROUND FLOOR

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

5.5.1 ACTIVE GROUND FLOOR USES

➔ **PERMITTED USES** In addition to ground floor uses otherwise permitted in the C-3-S District, any retail, office, education or cultural use is also permitted on the ground floor of existing buildings. Ground floor uses at the ground floor level for all new construction buildings facing a major street (Fifth, Mission or Howard Streets) are permitted if: (i) the use does not require non-transparent walls facing the street, and (ii) no less than 60 percent of the linear street-facing frontages of each such use shall be fenestrated with a minimum of 70 percent transparency. The areas of glazing which count toward the transparency requirement must be unobstructed by solid window coverings, window signs, or other features or characteristics that impede visibility from the public realm into the interior of the ground floor of the building.

See permissible active ground floor examples in Figure 5.5.1b, which include, but are not limited to: locally serving retail and services; community rooms and kitchens; recreational and arts facilities, collaborative workspaces, workshops, education, markets, cafes, and restaurants.

➔ **NEIGHBORHOOD SCALE (M2, N1)** For buildings M2 and N1, ground floor office shall not be permitted. In order to create neighborhood scale, ground floor active uses shall not exceed 5,000 occupied square feet per use. Spaces may be up to 10,000 occupied square feet provided that they are shared by multiple, independent retailers or service providers, for example a market hall.

➔ **ACTIVE OFFICE (H1)** Active office is permitted for the ground floor of the H1 building. For office uses, internal partitions shall be set back from street frontages at least 20 feet from street-facing windows.

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

draft



Folsom Street / San Francisco, CA



SF Jazz Center / San Francisco, CA



300 Ivy Street / San Francisco, CA

Signage incorporated into glass facades that maintain overall transparency



Market Street / San Francisco, CA

Fig. 5.5.1b Active Ground Floor

draft

5.5.2 GROUND FLOOR MODULATION

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

5.5.3 GROUND FLOOR HEIGHTS

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

5.5.4 GROUND FLOOR ARTICULATION

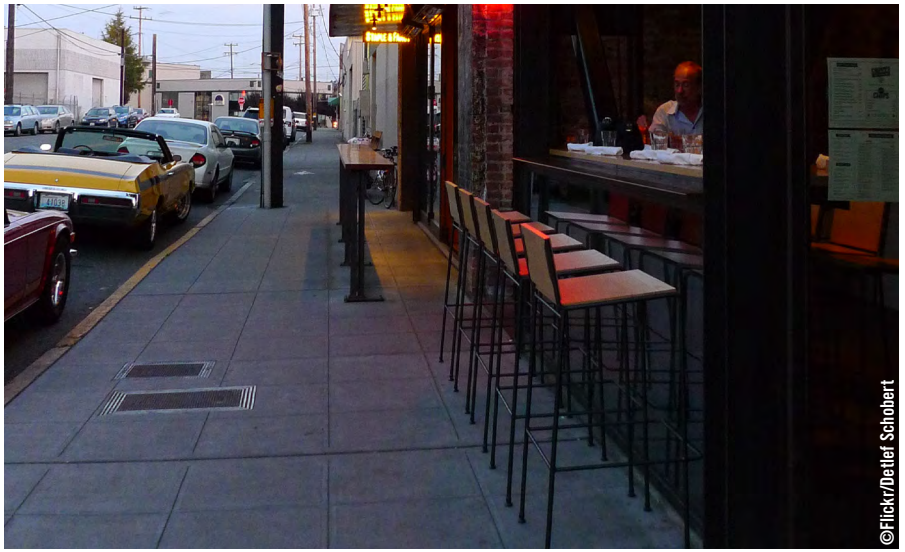
To establish a pedestrian-focused environment and engaging street frontage, the ground floor of buildings shall have a differentiated architectural expression. This may include, but is not limited to, architectural elements such as increased transparency, projections denoting entries, shifts in color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

5.5.4 GUIDELINES: GROUND FLOOR ARTICULATION

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



Embedded Seating: Hayes Street / San Francisco, CA



Embedded Seating: The Walrus and Carpenter / Seattle, WA

Fig. 5.5.4 Ground Floor Articulation

draft

5.5.5 BUILDING ENTRIES

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

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

5.5.5 GUIDELINES: BUILDING ENTRIES

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

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

5.5.6 GUIDELINES: PEDESTRIAN CIRCULATION

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

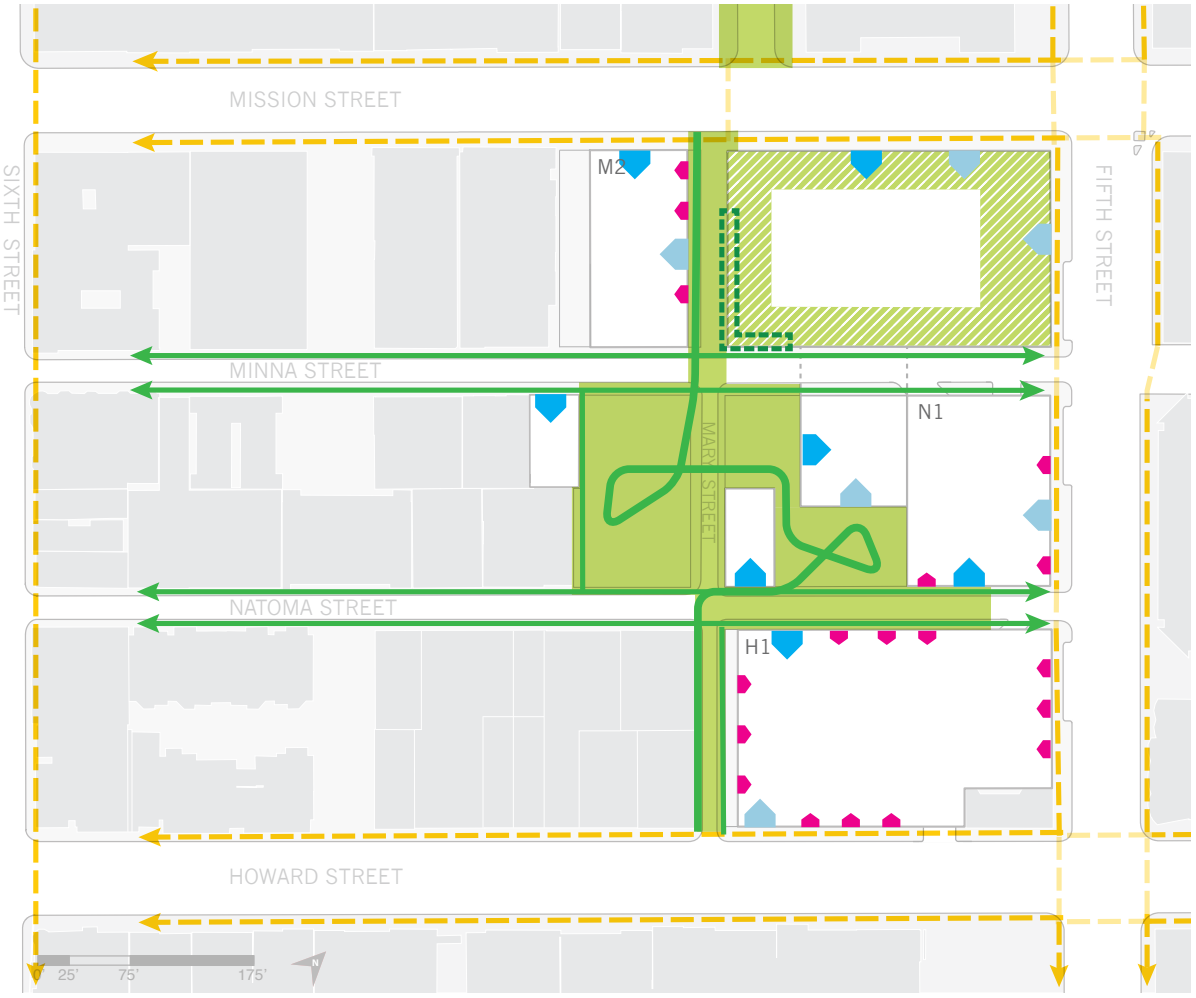


Fig. 5.5.5 Pedestrian Circulation and Sample Building Entries Plan

Pedestrian Circulation Legend

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

draft

5.5.7 PEDESTRIAN OPENINGS AND ENTRIES

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

5.5.7 GUIDELINES: PEDESTRIAN OPENINGS AND ENTRIES

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

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

5.5.8 GUIDELINES: INTERIORS AND LOBBIES

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

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

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

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

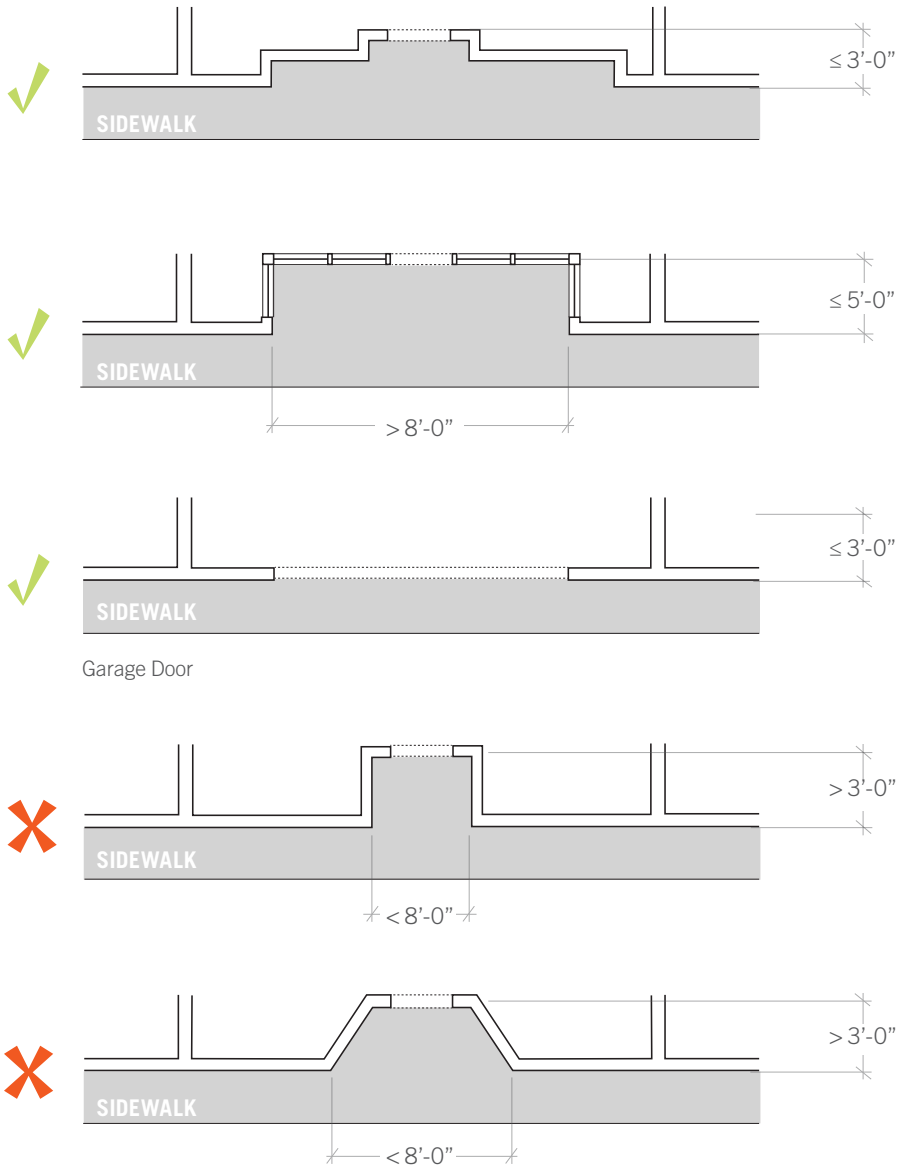


Fig. 5.5.7a Setback Scenarios

draft



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



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



Fold-up Doors
Wyckoff Exchange / Brooklyn, NY

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

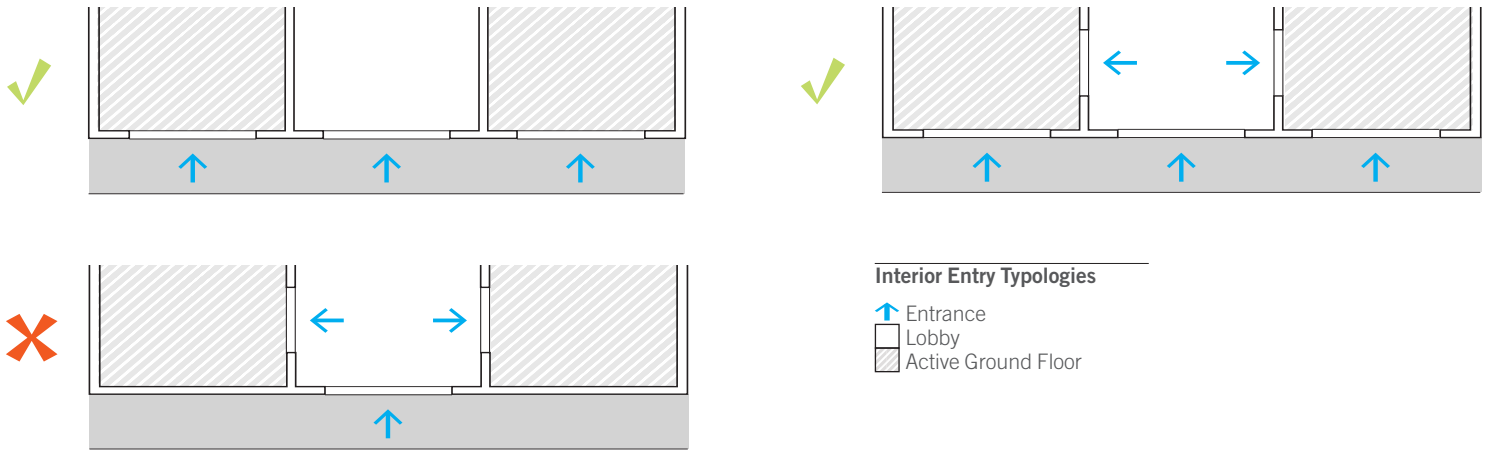


Fig. 5.5.8 Interiors and Lobbies: Interior Entry Plan Scenarios

draft



Fig. 6.0 Architectural Detail / Santa Monica, CA

06.

ARCHITECTURAL DESIGN

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

draft

6.1 DISTRICT-WIDE BUILDING TREATMENT

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

6.1.1 OVERALL BUILDING ARTICULATION

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

Residential buildings, M2 and N1, shall express a residential grain and character, which may be achieved through a defined residential floor-to-floor height on the building exterior through facade articulation or architectural features, such as balconies and terraces.

6.1.1 GUIDELINES: OVERALL BUILDING ARTICULATION

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

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

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

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

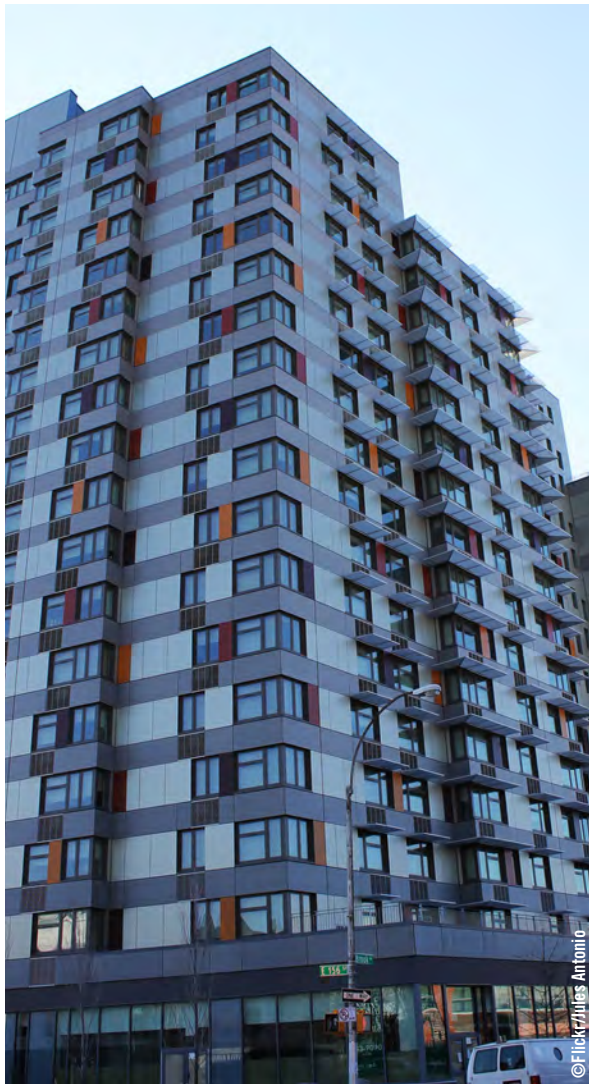
Residential buildings: Variation in the scale of facade articulation is encouraged to add visual interest to an overall, uniform pattern.



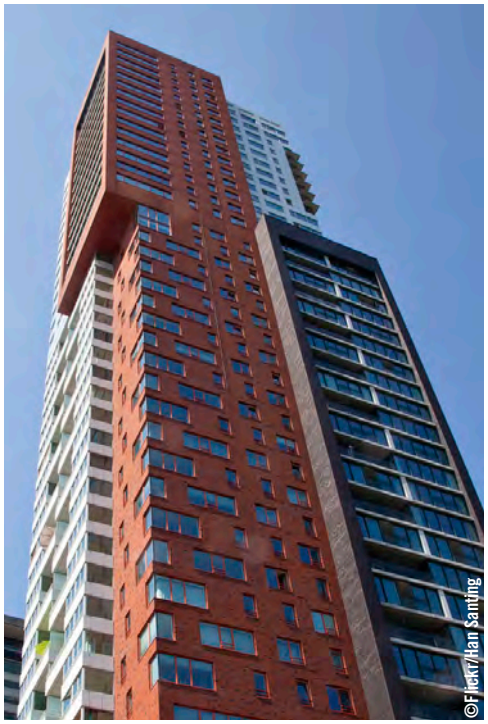
Alto Vetro / Dublin

Fig. 6.1.1 Residential Building Examples: Offset balconies create an exterior rhythm within uniformly expressed floorplates

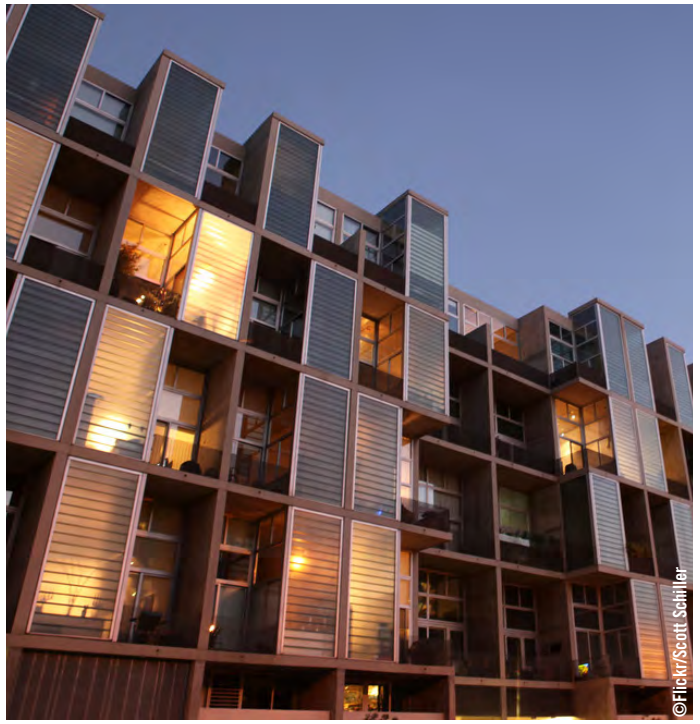
draft



Via Verde / New York



Montevideo / Delft



855 Folsom / San Francisco

Fig. 6.1.1 Residential Building Examples: Multiple massing volumes break up singular volume / Individual units are expressed through facade articulation

draft

6.1.2 OVERALL COLOR AND MATERIALITY

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

6.1.3 GLASS

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

6.1.2 GUIDELINES: OVERALL COLOR AND MATERIALITY

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

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

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

6.1.3 GUIDELINES: GLASS

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

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

draft



Fig. 6.1.2 District Color Palette Examples

draft

6.2 MID-RISE RESIDENTIAL TOWER (M2)

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

6.2.1 VOLUMETRIC DIFFERENTIATION

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

6.2.2 FAÇADE ARTICULATION

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

6.2.3 RELATIONSHIP TO HISTORIC CONTEXT

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

6.2.2 GUIDELINES: FAÇADE ARTICULATION

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

6.2.4 GUIDELINES: COLOR AND MATERIALITY

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

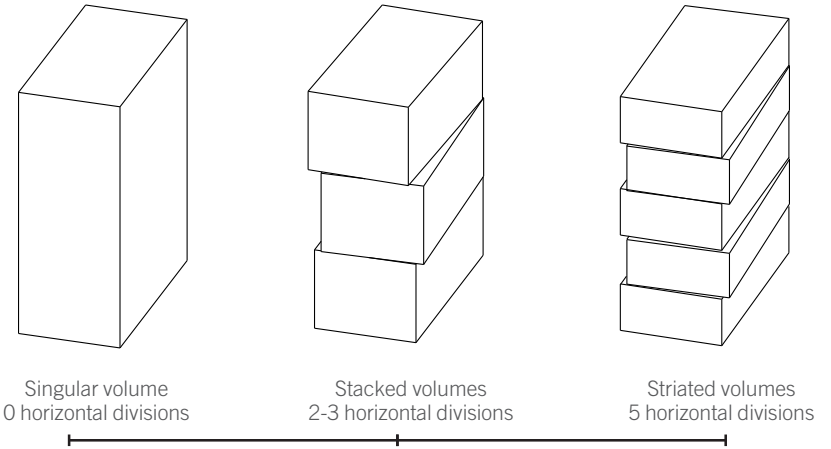


Fig. 6.2.1 M2 Volumetric Differentiation: Examples of the range



Parkway Gate / Manchester, UK





5M M2 Building Studies

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

draft

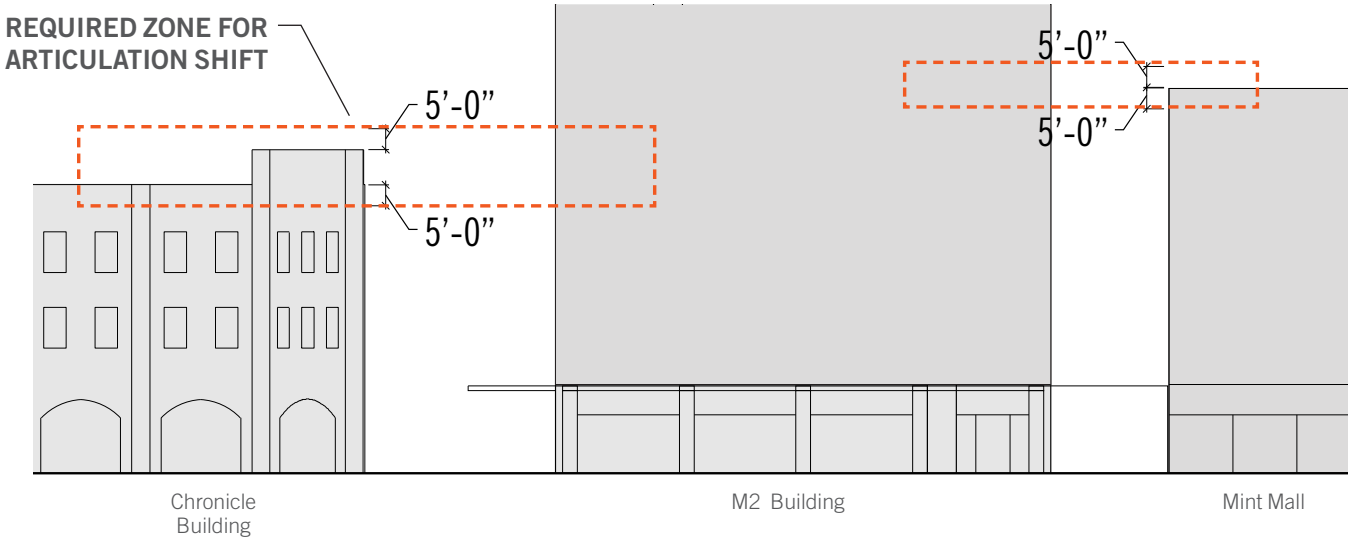


Fig. 6.2.3 M2 Relationship to Historic Context

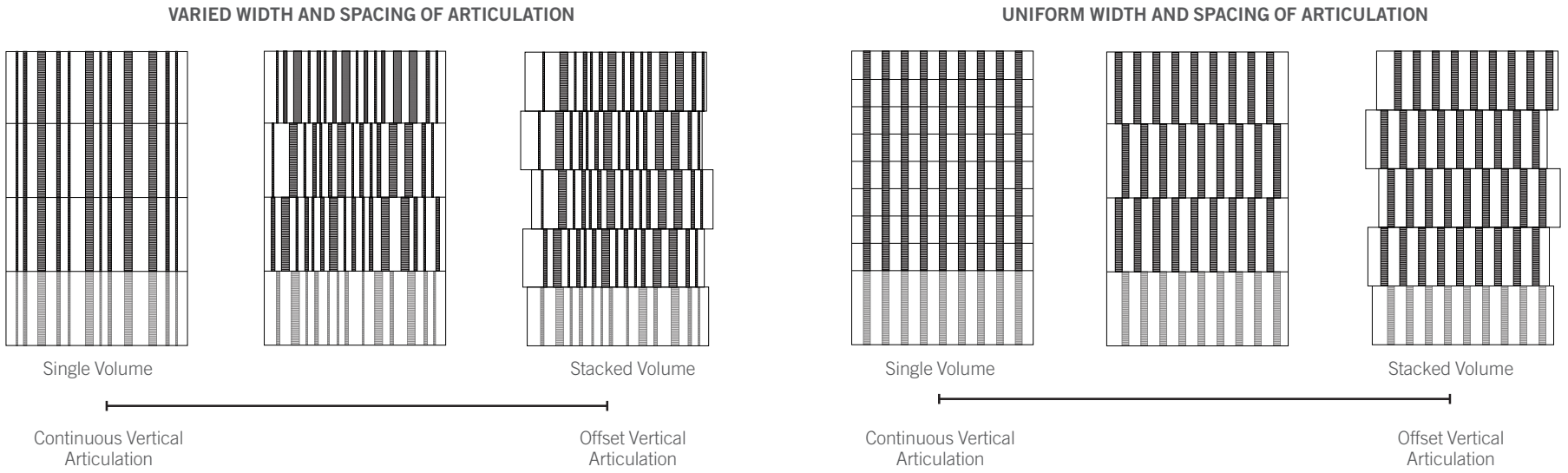


Fig. 6.2.2b M2 Façade Articulation: Examples of the range

draft

6.3 HIGH-RISE RESIDENTIAL TOWER (N1)

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

6.3.1 VOLUMETRIC DIFFERENTIATION

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

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

6.3.2 FAÇADE ARTICULATION

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

6.3.3 RELATIONSHIP TO HISTORIC CONTEXT

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

6.3.2 GUIDELINES: FAÇADE ARTICULATION

At the building base, the façade should relate to SoMa texture and materiality, and the pedestrian scale, as illustrated in Figure 6.5.2b. A distinctive building base, contrasted with the lightness of the tower, is encouraged. If tower is made up of two different volumes, no modulation is required, as illustrated in Figure 6.3.1. If tower is made up of a single volume, modulation is required. Modulation may include faceting, curvature, and/or integration of projections in such a way to break the planes of the façade.

6.3.4 GUIDELINES: COLOR AND MATERIALITY

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

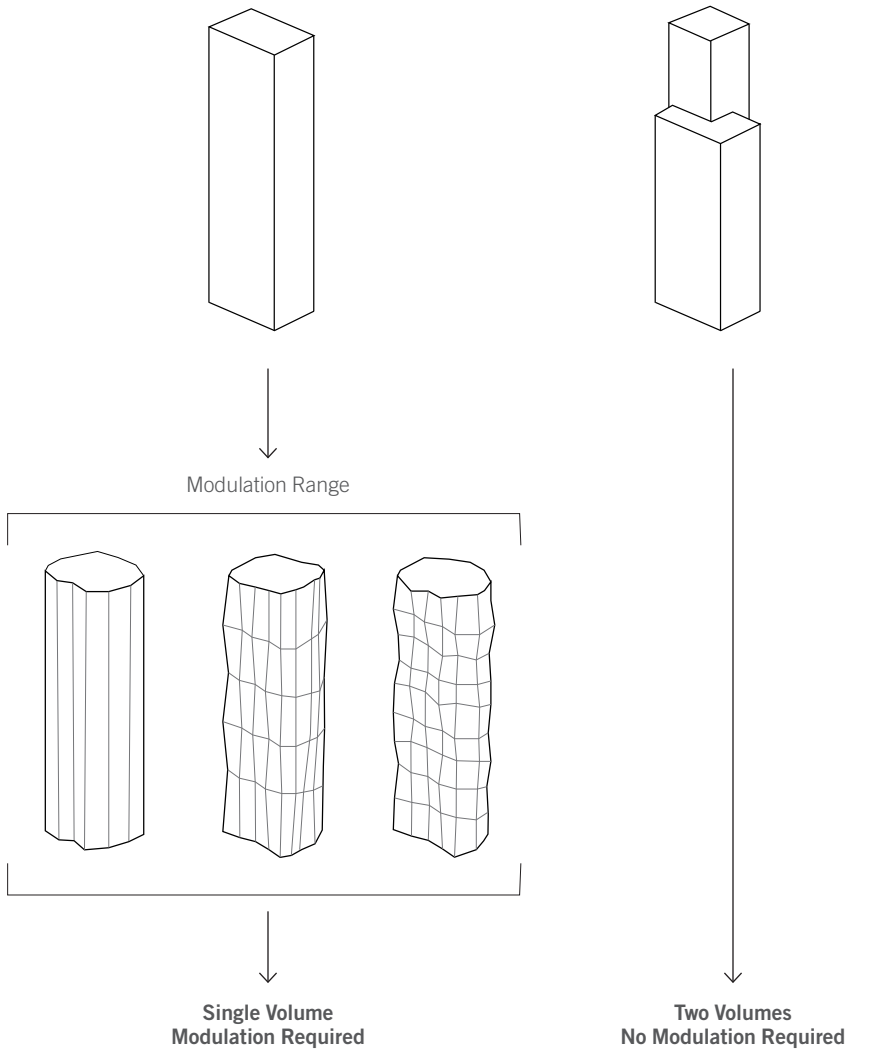


Fig. 6.3.1 N1 Volumetric Differentiation: Example of Modulation

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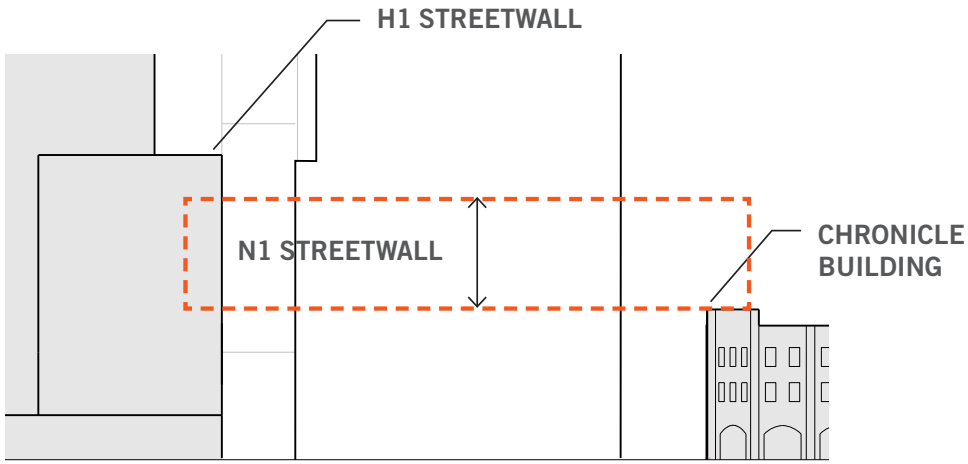
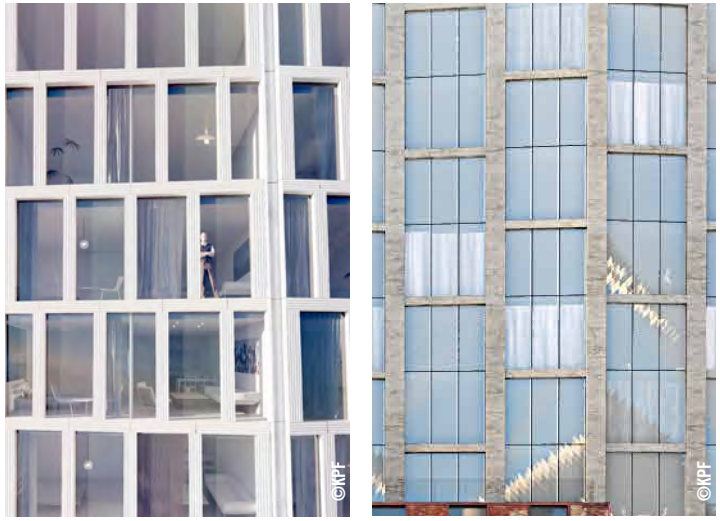


N1 streetwall height transitions between the H1 base height and the Chronicle building

Fig. 6.3.3 N1 Relationship to Context



Single floorplate pattern

Double floorplate pattern

Fig. 6.3.2a N1 Façade Articulation: Tower Treatment



Paneled Wood



Stacked Stone



Patterned Brick

Fig. 6.3.2b N1 Façade Articulation: Base Treatment

draft

6.4 HIGH-RISE COMMERCIAL TOWER (H1)

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

6.4.1 VOLUMETRIC DIFFERENTIATION

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

6.4.2 FAÇADE ARTICULATION: TWO-TOWERS

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

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

6.4.3 FAÇADE ARTICULATION: BASE

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

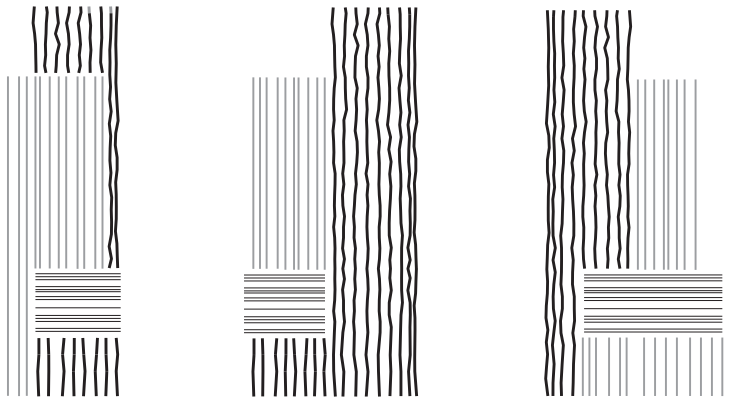
6.4.4 RELATIONSHIP TO HISTORIC CONTEXT

The architectural design shall reference existing building heights. This articulation shall occur anywhere within a 10-foot zone, 5 feet above and below the existing 198 Fifth Street building height, and shall occur anywhere within a 20-foot zone, 10 feet above and below the existing 430 Natoma Street building height and 934 Howard Street building height, per Figure 6.4.4. Refer to *Section 5.1.2 Building Form + Massing: Overall Building Massing: Relationship to Historic Context.*

6.4.5 GUIDELINES: COLOR AND MATERIALITY

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

draft



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

Fig. 6.4.1 H1 Volumetric Differentiation: Pattern and Color

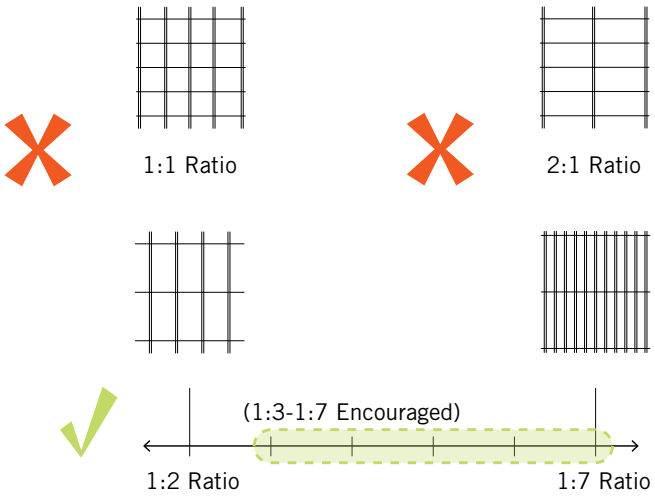


Fig. 6.4.2b H1 Façade Articulation: Vertical Façade Proportions



Brandhorst Museum / Munich, Germany



Songdo / Incheon, South Korea

Fig. 6.4.2a H1 Façade Articulation Examples

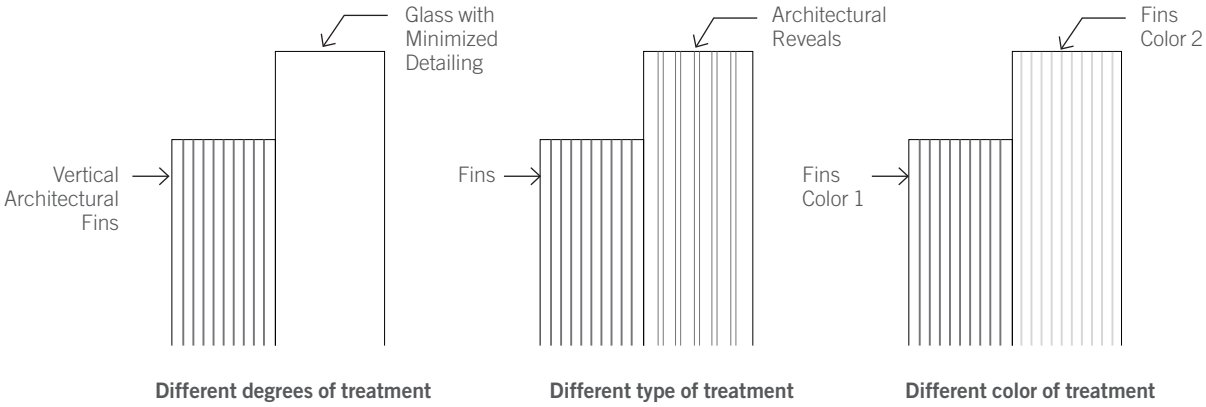
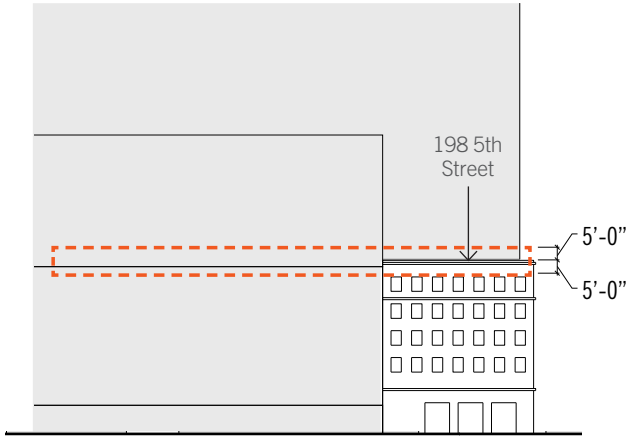
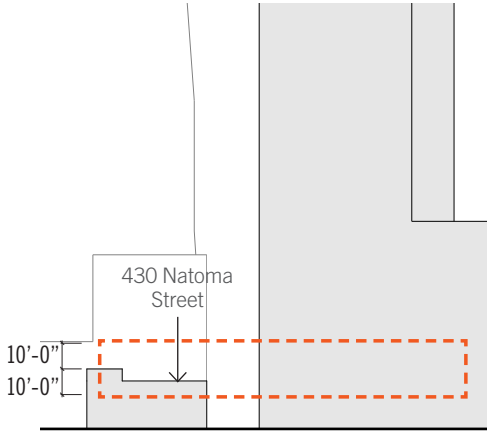


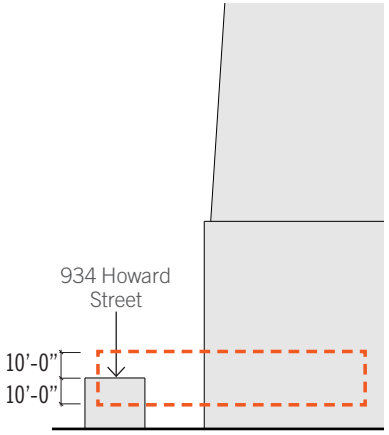
Fig. 6.4.2c H1 Façade Articulation: Treatment Examples



H1 relationship to 198 5th Street



H1 relationship to 430 Natoma Street (Camelline Building)



H1 relationship to 934 Howard Street

Fig. 6.4.4 H1 Relationship to Historic Context

draft

6.5 PROJECTIONS

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

6.5.1 ENCROACHMENTS

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

➔ **BUILDING PROJECTIONS.** Projections necessary to address wind hazards or improve pedestrian comfort shall provide at least 14 feet vertical clearance from sidewalk grade, shall have no more than 25 linear feet of continuous surface area that is solid, and shall have a maximum depth of 15 feet. See Figure 6.5.1a and Figure 6.5.1b.

➔ **OPEN SPACE PROJECTIONS AND OBSTRUCTIONS.** Open space projections shall comply with *Section 4.4.4 Open Space + Streetscape: Mary Court: Overhead Structures.*



Mission Street / San Francisco, CA



Old Navy / San Francisco, CA

Fig. 6.5.1a Encroachments: Projection Examples

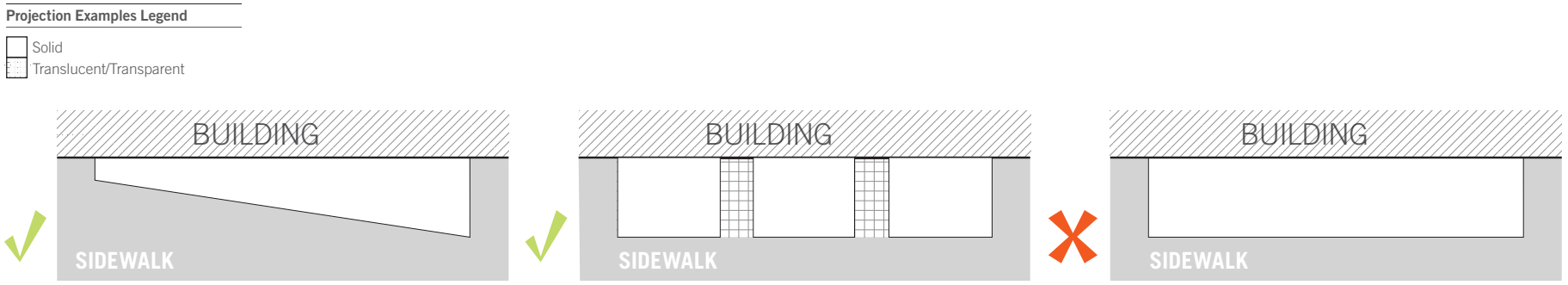
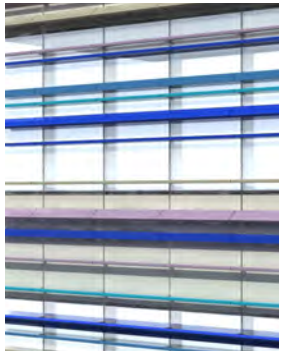


Fig. 6.5.1b Encroachments: Projection Plan Scenarios

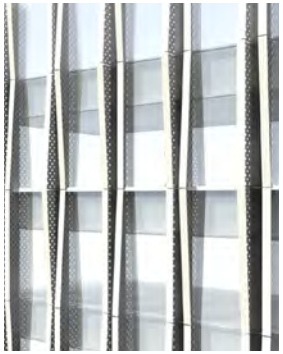
draft



Mint Plaza / San Francisco, CA



Horizontal



Vertical



Vertical

Fig. 6.5.3 Non-occupiable Projection Examples

6.5.3 NON-OCCUPIABLE PROJECTIONS

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

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

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

See Figure 6.5.3 for illustrations of horizontal and vertical projections.

6.5.1 GUIDELINES: ENCROACHMENTS

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

6.5.3 GUIDELINES: NON-OCCUPIABLE PROJECTIONS

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

draft

6.6 ROOFS AND UTILITIES

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

6.6.1 ROOF SYSTEM

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

6.6.3 UTILITIES AND SERVICE AREAS

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

6.6.1 GUIDELINES: ROOF SYSTEM

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

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

6.6.2 GUIDELINES: ROOF LINE VARIATION

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

6.6.3 GUIDELINES: UTILITIES AND SERVICE AREAS

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

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



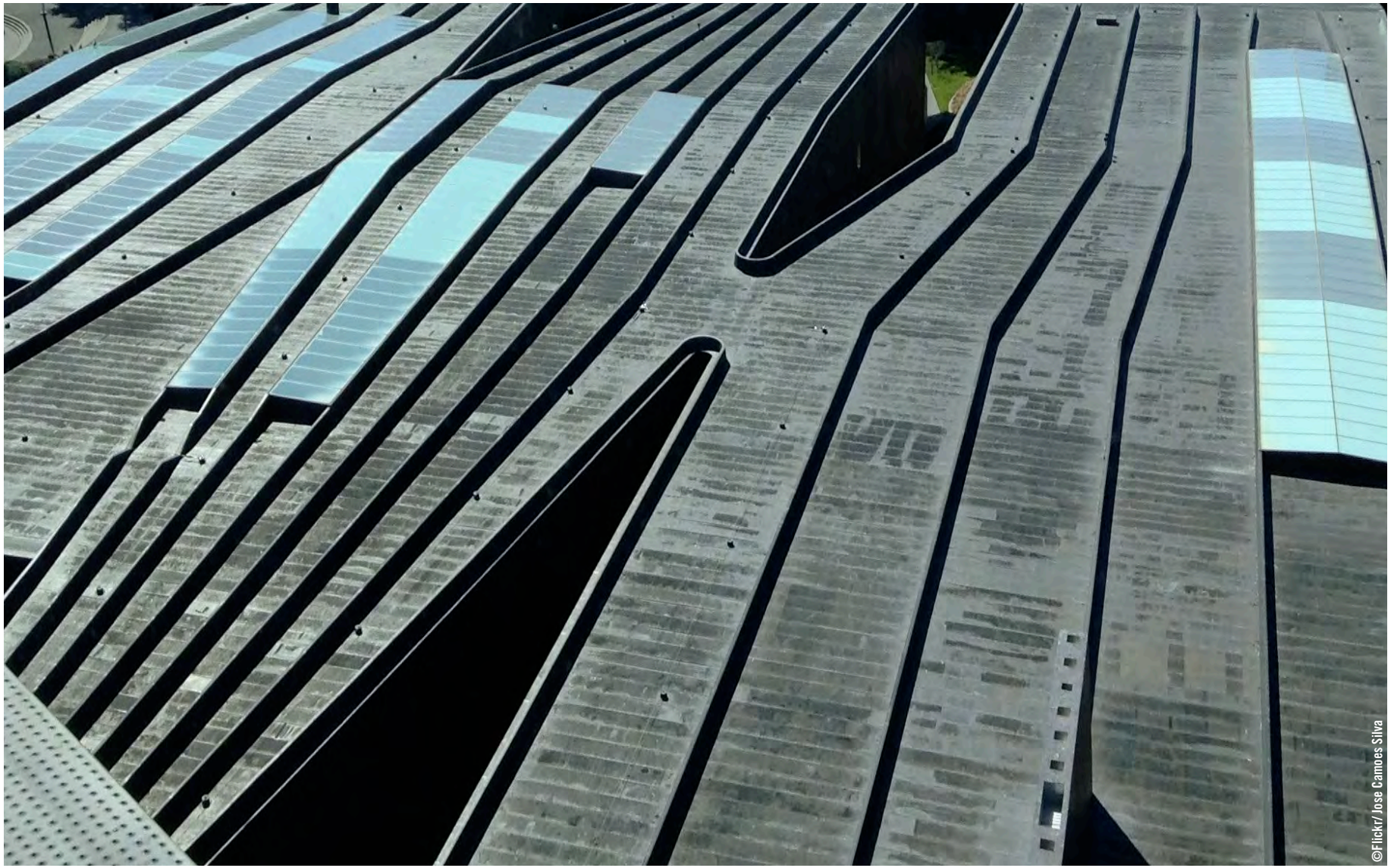
Roof Systems that Enhance Internal Daylighting
Alexandria Library / Alexandria, Egypt



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

Fig. 6.6.1 Roof as 5th Façade

draft



DeYoung Museum / San Francisco, CA

Fig. 6.6.1 Roof as 5th Façade, cont.

draft

6.7 EXISTING STRUCTURES

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

6.7.1 EXISTING STRUCTURES

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

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

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

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

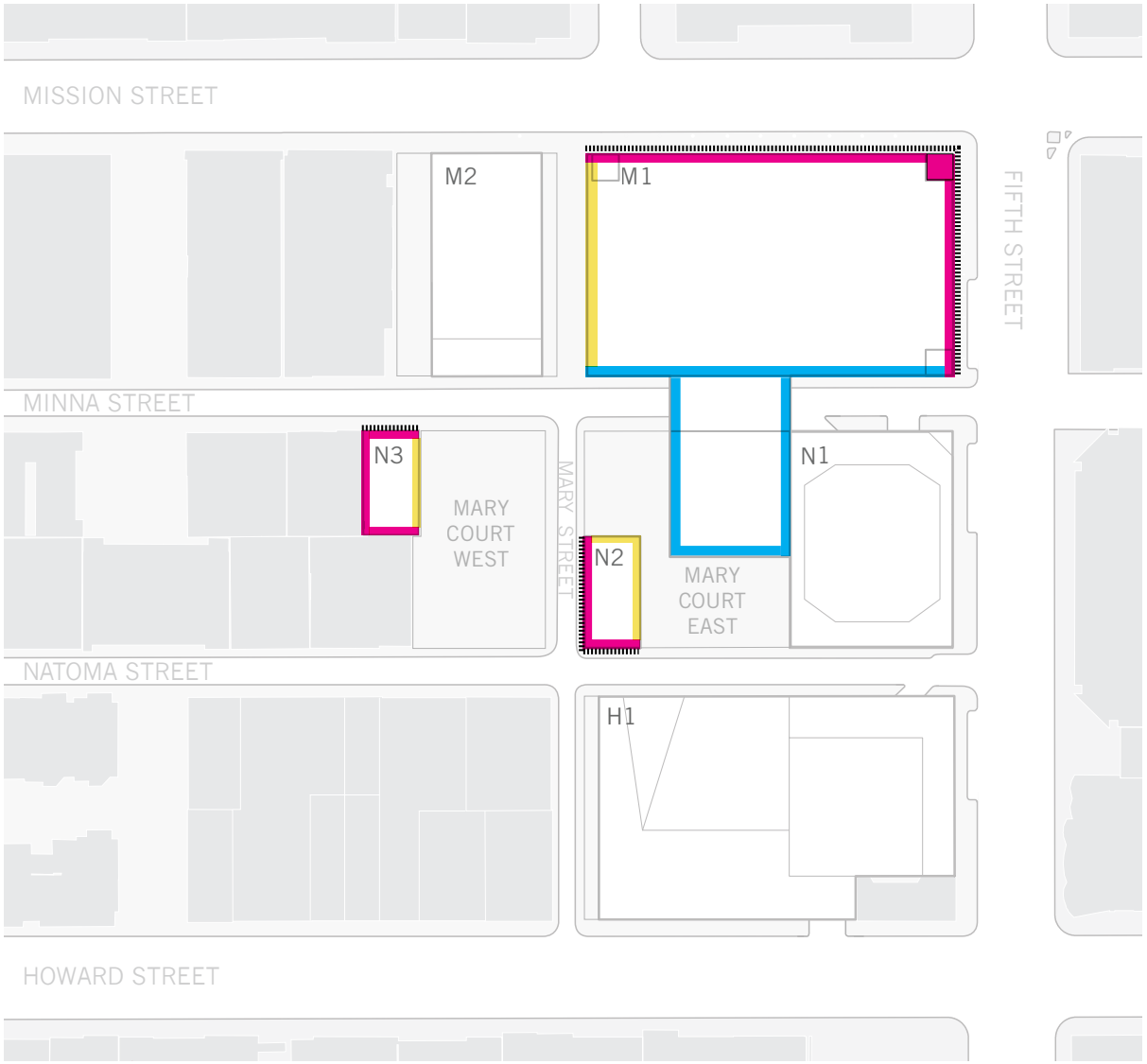


Fig. 6.7.1a Existing Structures Interventions

draft

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

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

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

6.7.1 GUIDELINES: EXISTING STRUCTURES

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

Interventions and building additions are encouraged for the Chronicle roof, for the purposes of public open space, public open space access, active arts/retail uses, and stormwater/sustainable design strategies. Interventions and additions to the Chronicle roof should consider the prominence of the clock tower as viewed from below. Interventions and additions to the Chronicle roof are permitted to be visible above the parapet walls and should be designed to enhance the character of the Chronicle as a beacon for the 5M site.

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

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

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

draft

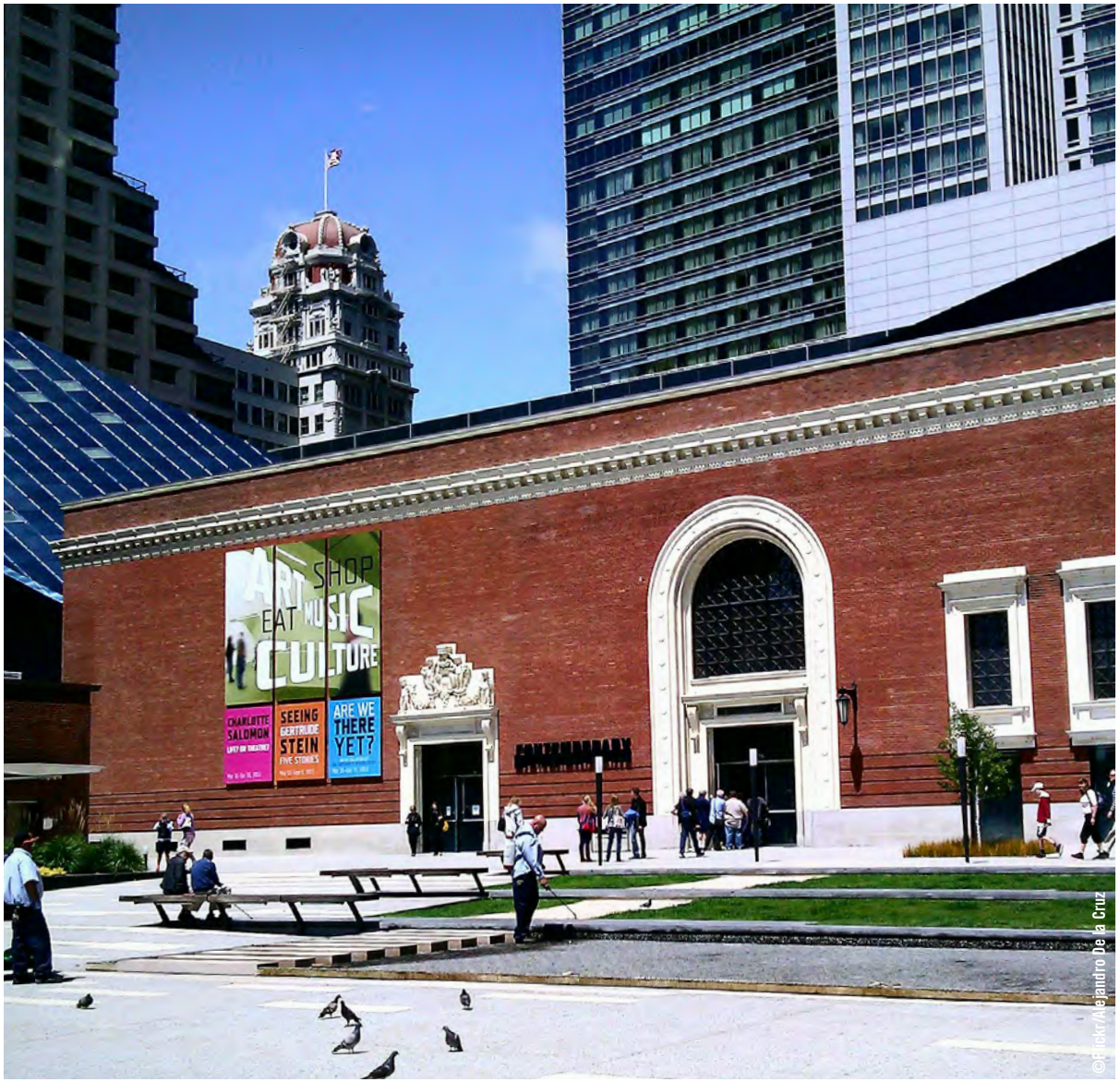


Central Saint Martin's / London, UK



Tate Modern / London, UK

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



Contemporary Jewish Museum / San Francisco, CA

Fig. 6.7.1b Existing Structures: Adaptive Reuse

draft

6.7.2 CHRONICLE UPPER LEVEL SETBACKS

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

6.7.2 GUIDELINES: CHRONICLE UPPER LEVEL SETBACKS

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

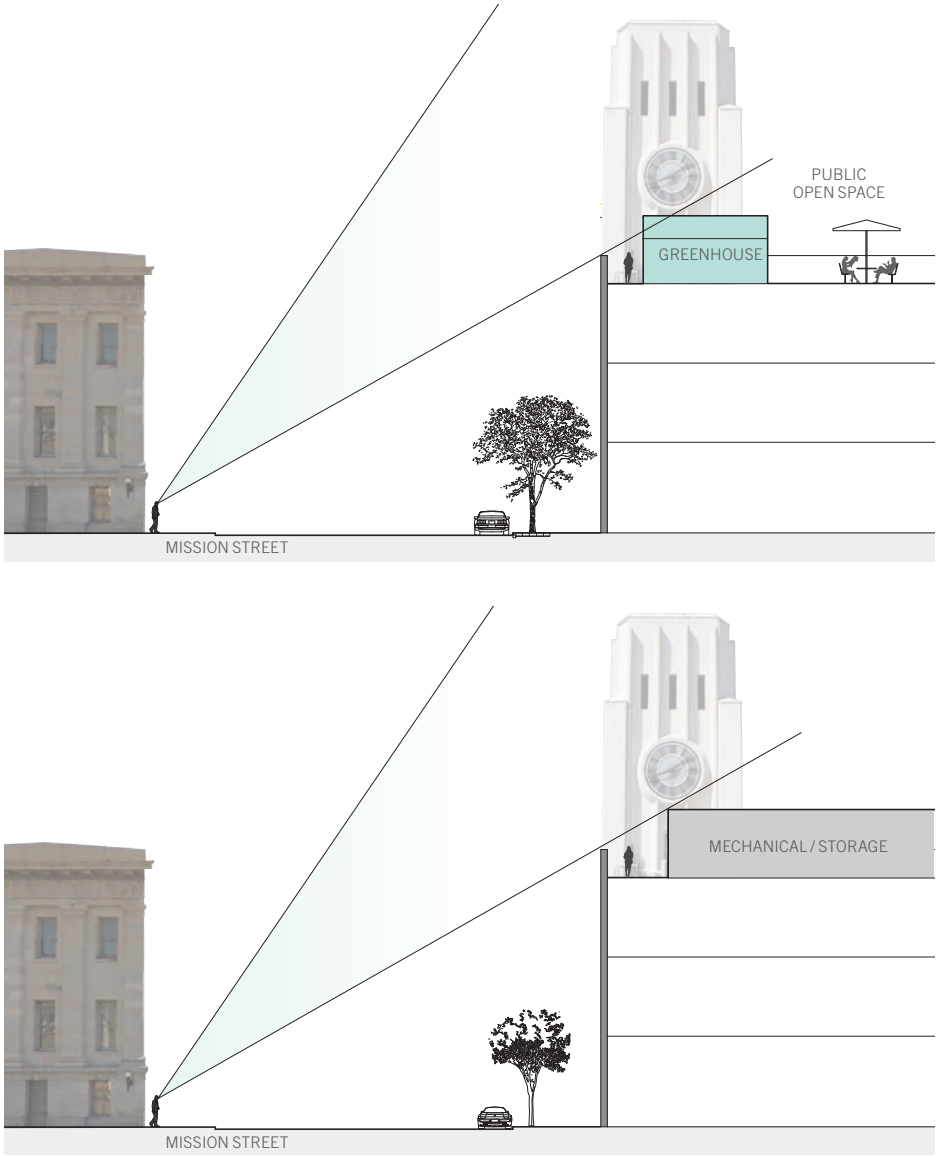


Fig. 6.7.2 Chronicle Building Upper Level Setbacks

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

07.

CIRCULATION + TRANSPORTATION

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

draft

Pedestrian Circulation Legend

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

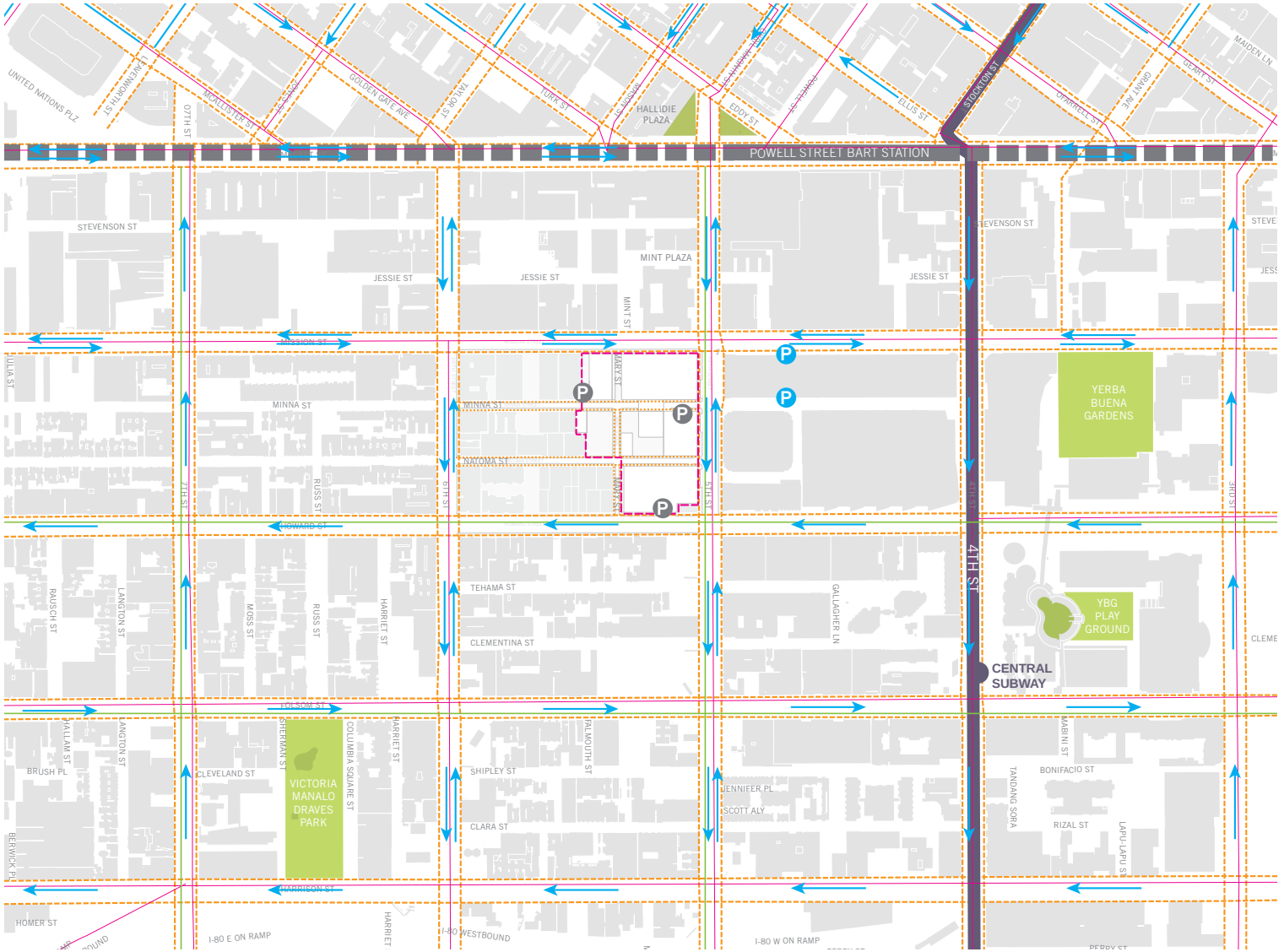

Fig. 7.1.1 Circulation Context

draft

7.1 CIRCULATION OVERVIEW

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

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

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

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

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

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

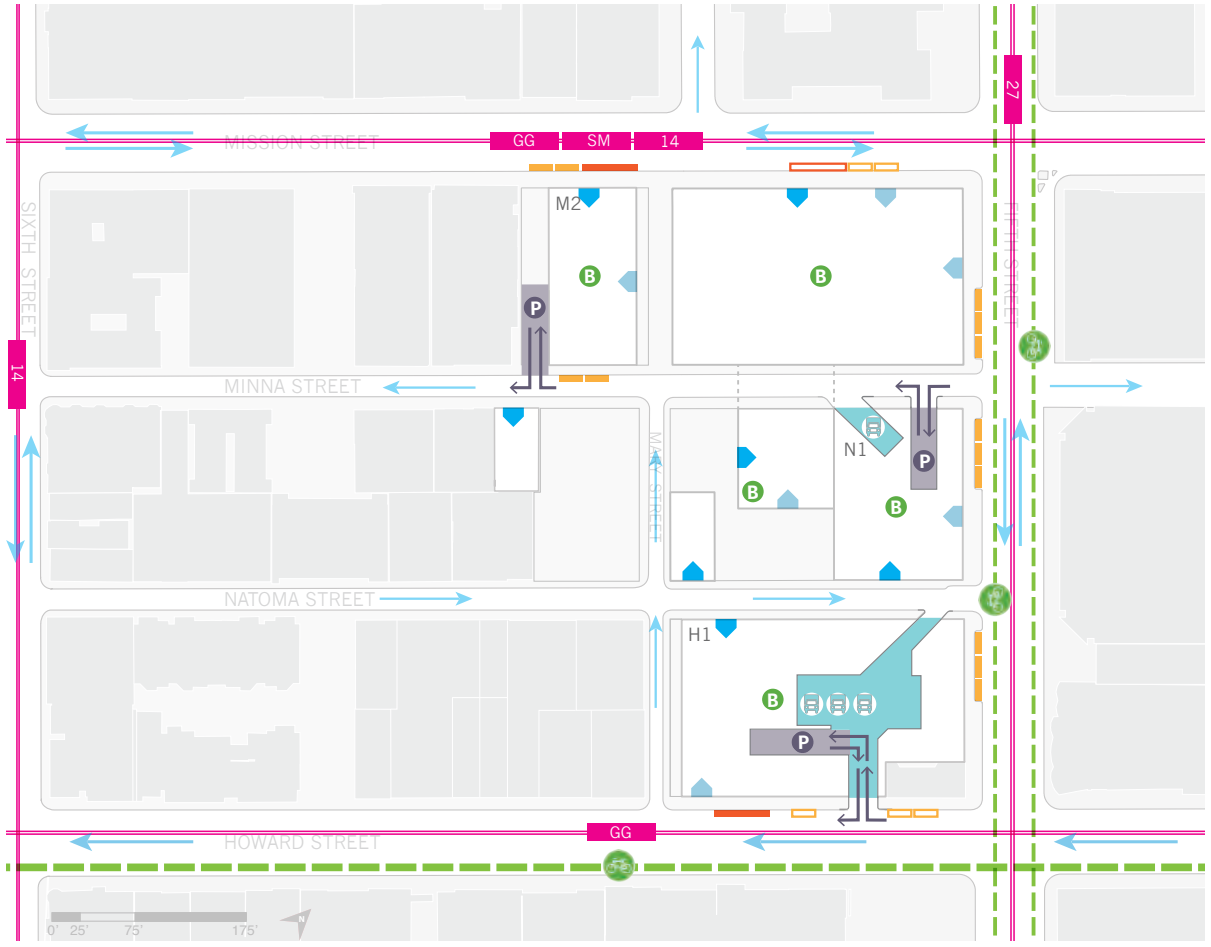

Fig. 7.1.2 Ground Level Circulation Plan

Site Circulation Legend

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

draft

7.2 BICYCLE STORAGE AND SUPPORT

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

7.2.1 BICYCLE PARKING ACCESS

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

7.2.2 CLASS 1 BICYCLE PARKING LOCATION

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

7.2.3 CLASS 2 BICYCLE PARKING LOCATION

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

7.2.4 BICYCLE SUPPORT

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



Simple designs provide easily accessed and secure storage

Fig. 7.2.3 On-Street Bicycle Racks

draft

7.3 CAR PARKING AND CAR SHARE

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

7.3.1 PARKING LOCATION: PRIVATE CARS & CAR SHARE

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

7.3.2 INTERIM PHASE PARKING

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

7.3.3 PARKING CAPACITY

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

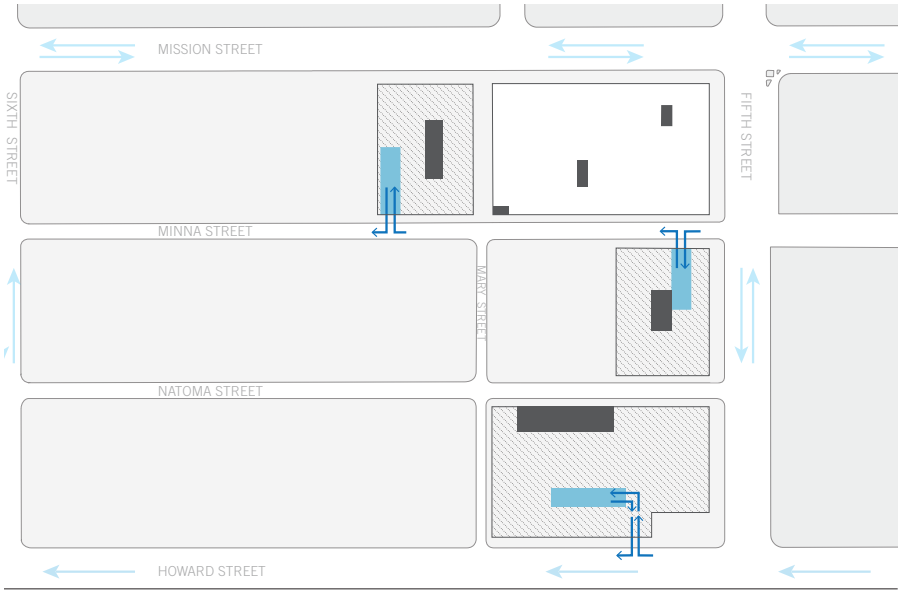

Fig. 7.3.1a Vehicular Parking: Lower Level 1 Sample Plan Diagram

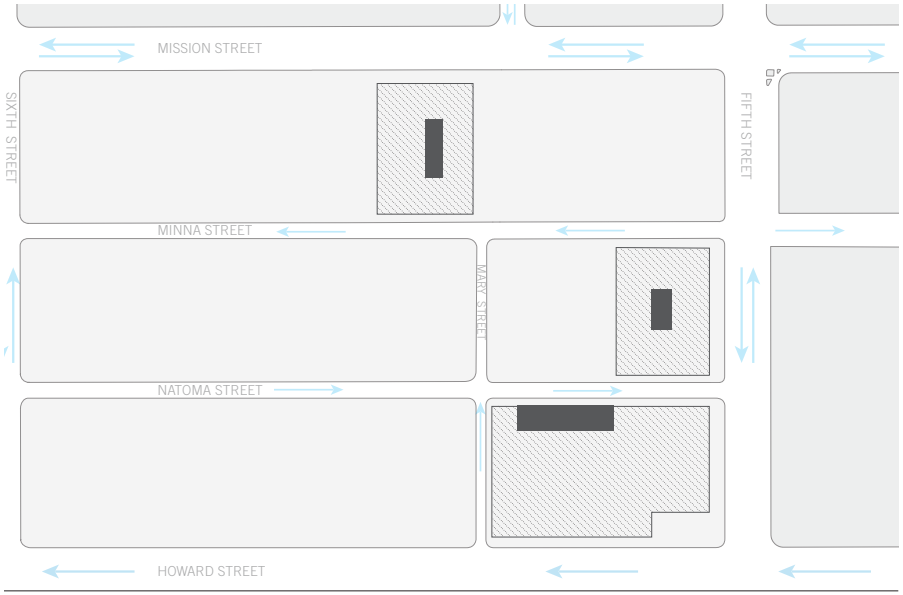

Fig. 7.3.1b Vehicular Parking: Lower Level 2-3 Sample Plan Diagram

Parking Legend

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

draft

7.3.4 PARKING AND LOADING ACCESS

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

7.3.5 PARKING EGRESS SIGHTLINES

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

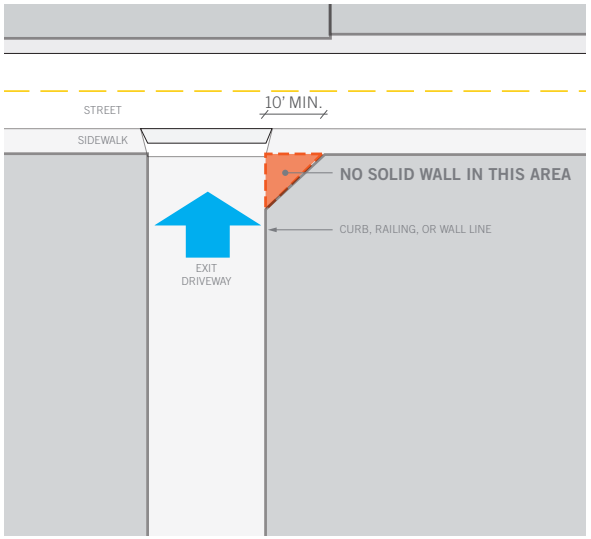

Fig. 7.3.5 Parking Egress Sightlines

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

Table 7.3.4 Maximum Curb Cuts (width)

draft

7.3.6 DRIVEWAY AND GARAGE ENTRIES

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

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

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

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

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

➔ **TRANSITION STRIPS.** Transitions strips shall be located before and after the driveway ramp, to avoid abrupt slope changes that can damage cars. The transition strip at the ramp base shall be a minimum of 10 feet in length with a slope equal to half of the difference between the two slopes it transitions between. The top transition strip adjacent to the driveway entry transition strip shall be a minimum of 8 feet in length with a slope equal to half of the difference between the two slopes it transitions between. For example, if the entry slope is 2 percent , and the driveway ramp is 12 percent, then the transition slope shall be 12 percent - 2 percent divided in half, or 5 percent.

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

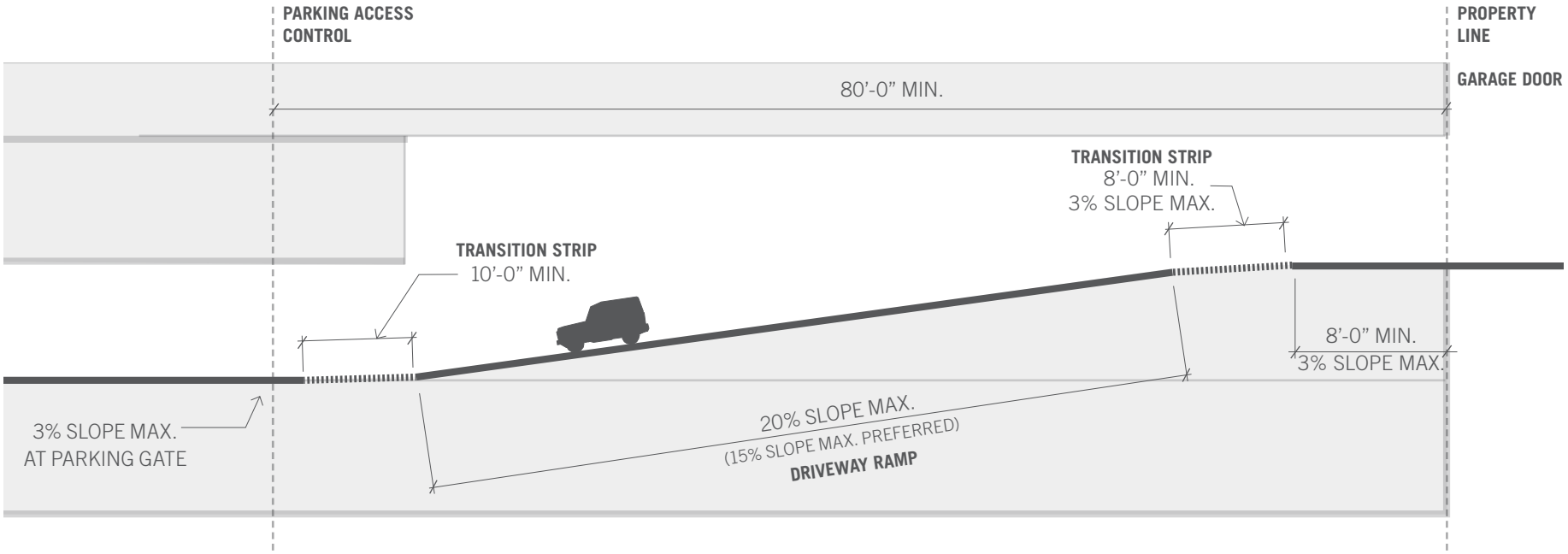

Fig. 7.3.6 Parking Entry Standards

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7.4 LOADING AND SERVICES

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

7.4.1 LOADING SPACES

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

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

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

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

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

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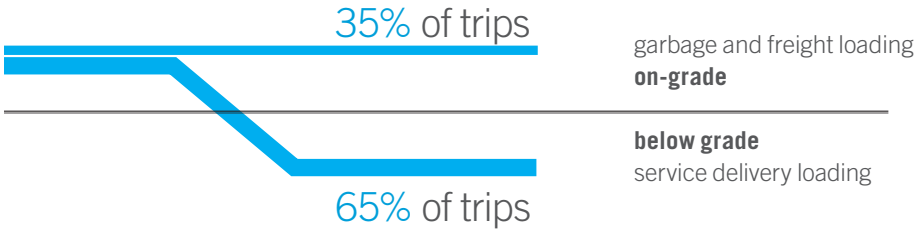


Fig. 7.4.1 Split Loading Strategy.[1]

BUILDING	SERVICE DELIVERY	OFF-STREET FREIGHT	ON-STREET FREIGHT
CHRONICLE + EXAMINER	-	-	2
M2	-	-	2
N1		1	1
CAMELLINE	-	-	-
DEMPSTER PRINTING	-	-	-
H1	6	3	2
TOTAL	**6**	**4**	**7**

Table 7.4.1 Minimum Loading Requirements (spaces per building)

7.4.2 DISTRICT LOADING

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

7.4.3 LOADING ACCESS

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



Fig. 7.4.3 Loading: Ground Level

Loading Legend

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

draft

7.5 DESIGN AND PUBLIC IMPACT

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

7.5.1 TRAFFIC CALMING

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

7.5.2 VISUAL IMPACT - PARKING

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

7.5.3 PARKING, LOADING AND SERVICE ENTRIES

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

7.5.2 GUIDELINES: VISUAL IMPACT - PARKING

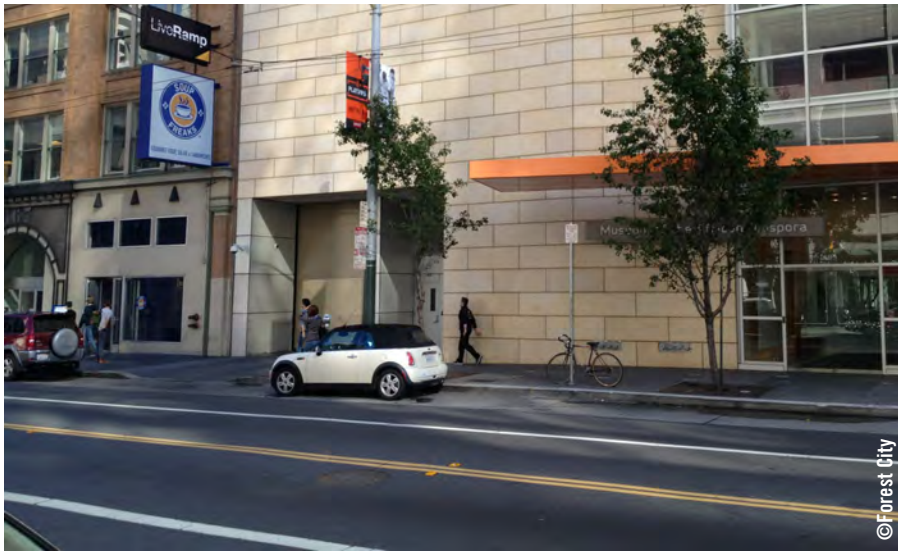
Mechanical vents and utilities related to parking should minimize visual and noise impacts on public streets as much as possible.

7.5.3 GUIDELINES: PARKING, LOADING AND SERVICE ENTRIES

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

7.5.4 GUIDELINES: EXIT DOORS AND ALCOVES

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



Museum of African Diaspora / San Francisco, CA



560 Mission / San Francisco, CA

Fig. 7.5.3 Loading Design Precedents

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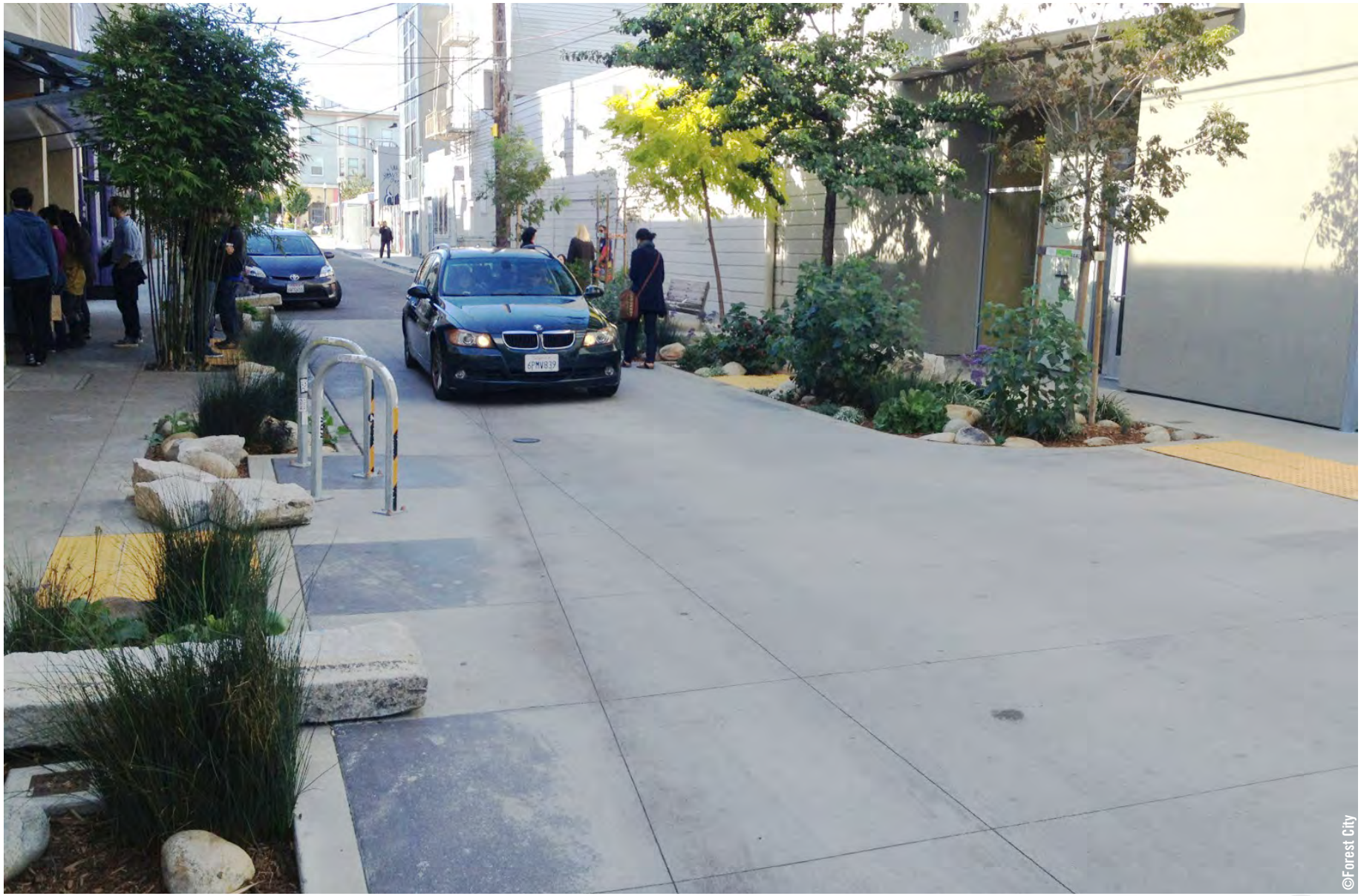

Linden Alley / San Francisco, CA

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

draft

08.

ART + SIGNAGE

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

draft

8.1 PUBLIC ART

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

8.1.1 PUBLIC ART

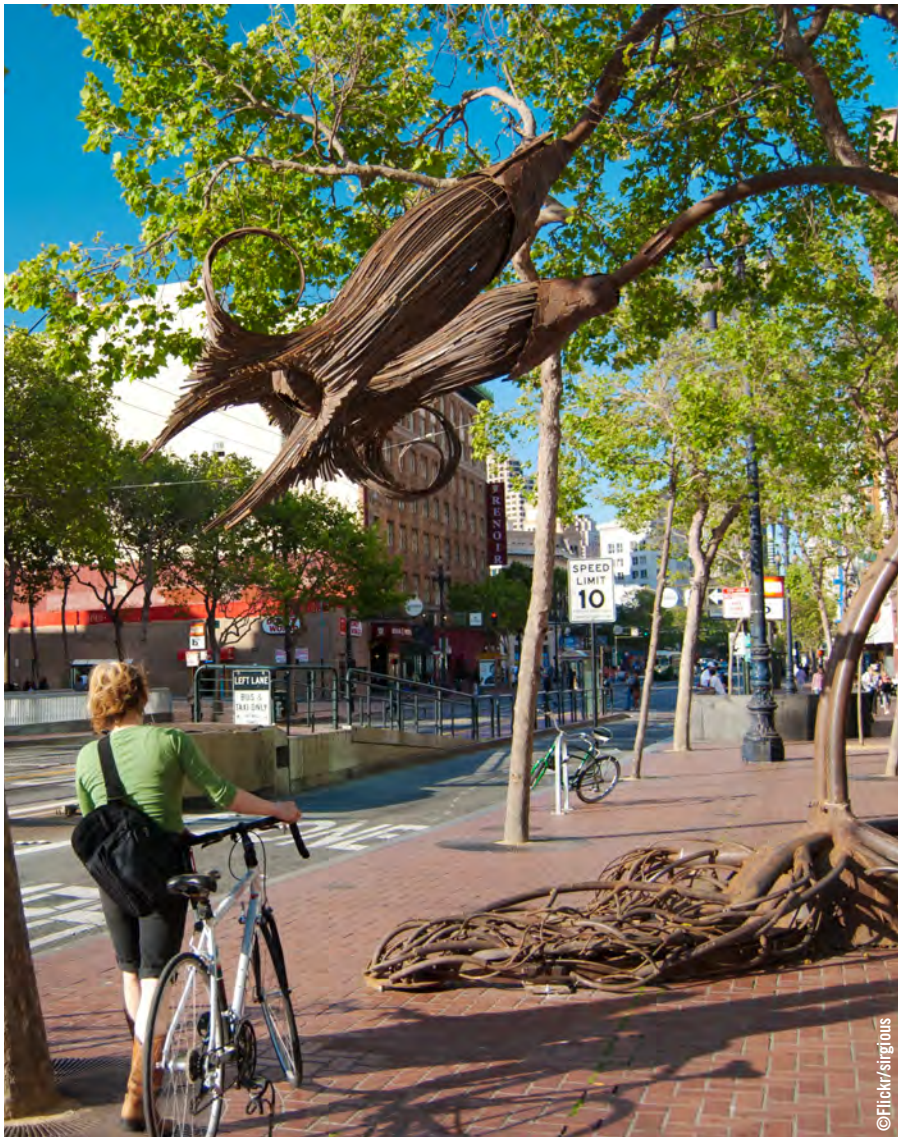
Public art installations shall be integrated into the design of the public realm and may be located within the usable public open spaces, pedestrian alleys (in accordance with *Section 4.7 Open Space + Streetscape: Streets and Alleys*) and within the "furnishing zone" of the perimeter streets and alleys,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

8.1.1 GUIDELINES: PUBLIC ART

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

8.1.2 GUIDELINES: PUBLIC PERFORMANCES & EVENTS

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



Valiant Flower by Karen Cusolito / San Francisco, CA

draft



Eleven Heavy Things by Miranda July / Venice Biennale



Crown Fountain / Chicago



The Bakken Museum/ Minneapolis

Fig. 8.1.1 Public Art Examples

draft

8.2 SITE LIGHTING

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

8.2.1 GENERAL LIGHTING

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

8.2.2 STREET LIGHTING

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

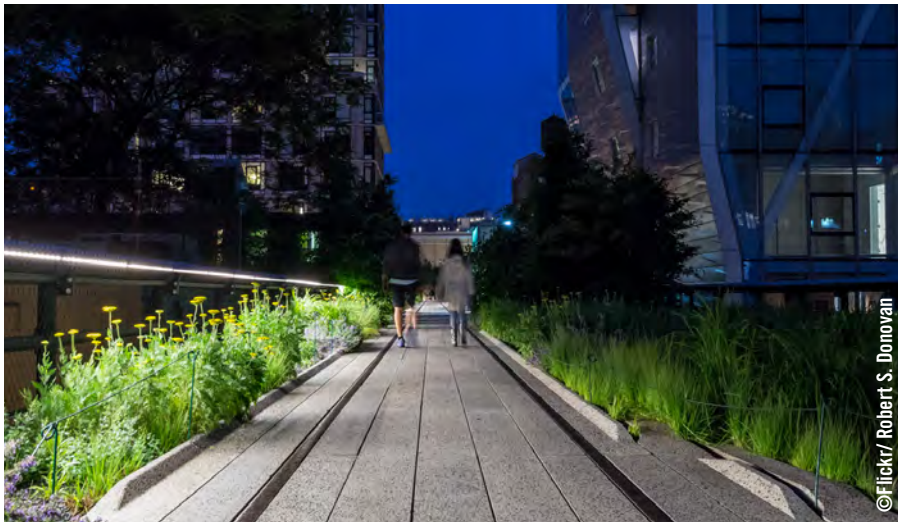
8.2.1 GUIDELINES: GENERAL LIGHTING

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

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

8.2.3 GUIDELINES: ACCENT LIGHTING

Accent lighting at focal points, art pieces, pavilions, and design features are encouraged. Accent lighting should incorporate opportunities for art, public art, technology, and collaborative interventions such as light sculptures, illuminated art signage, projection/ cinema. Mood lighting for trees, paths, or gathering areas is encouraged. Mood lighting should consider indirect illumination and small, distributed, low-wattage hanging/chain lamps. See Figure 8.2.3.



Open Space Pathway Lighting – downlighting integrated in railing



Informal Pathway Lighting – flexible hanging lights

Fig. 8.2.1 General Lighting: Mood and Pathway Lighting

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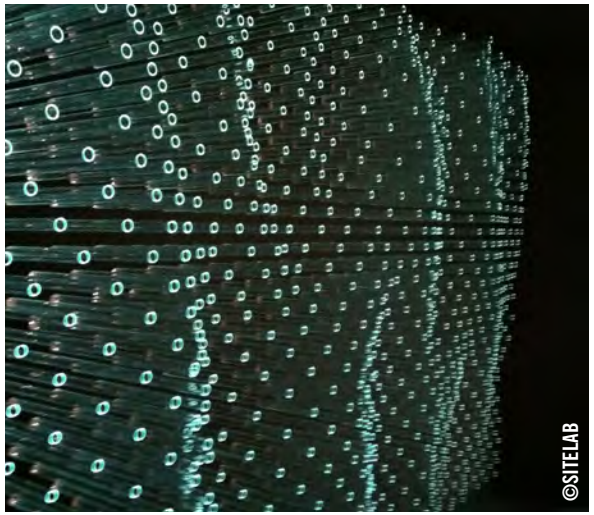

Light Art



Illuminated Text



Projection Lighting



Integrated Accent Lighting

Fig. 8.2.3 Accent Lighting: Art interventions and indirect sources

draft

8.3 SITE SIGNAGE AND WAYFINDING

8.3.1 WAYFINDING SIGNAGE

Wayfinding signage is permitted in the district. Permanent wayfinding signage shall be designed to limit separation from the surrounding neighborhood.

8.3.1 GUIDELINES: WAYFINDING SIGNAGE

Wayfinding signage for vehicular parking access should be balanced with pedestrian realm. Wayfinding signage is permitted for interior public facilities, rooftop open space and facilities, ADA assistance, alternative access routes, and bicycle facilities.

8.3.2 GUIDELINES: COMMERCIAL SIGNAGE

Signage for ground plane uses is encouraged to take cues from SoMa and support the flexible and creative character of 5M, such as small blade signs, chalk boards, split-flap displays, window signs, projection, wall murals, and sidewalk stencils. Continuation of the SoMa trend in building wall signage/displays as well as maintenance and incorporation of existing wall signage are both encouraged.

Commercial signage that is temporary, mutable, and artistic is preferred. Such signage should be accomplished through collaboration with local designers, artists, tenants, or neighborhood stakeholders. Building, Wall, and Window signage incorporating projection, kinetics, new technology, mural arts, and illumination are preferred for these commercial-artist collaborations.

To signal and encourage evening activity that is essential to a safe and vibrant community, artistic signage using projection, neon, and LEDs are encouraged.

8.3.3 GUIDELINES: SIGNAGE FOR ROOFTOP ACCESS

Signage and wayfinding elements signaling the location and pathway to the Chronicle rooftop is encouraged to be creative and attention-getting.





Anchor & Hope, Commonwealth / San Francisco, CA

Fig. 8.3.1 Wayfinding Signage Examples





Dekalb Market / New York, NY, Juice Bar / San Francisco, CA

Fig. 8.3.2 Commercial Signage Examples

draft

8.4 BUILDING-RELATED SIGNAGE

Signage at 5M is designed to express and emphasize the variety and specific character of each entity. As an important tool, signage provides an engaging and legible exterior to the activities within. To promote the interactive atmosphere of the 5M Project and relate the interior uses and tenants to the exterior activities and public realm, signage at 5M should be considered a creative element, incorporating opportunities for art and community.

8.4.1 SIGNAGE DESIGN

Signage for individual facilities, businesses, and entities shall emphasize their individual and independent character. Signage shall not be designed as uniform or repetitive throughout buildings in the District to avoid the appearance of a closed campus environment. The intent of blade signs to have a narrower depth than height or width, shall be maintained.







Fig. 8.4.1 Ground Floor Signage Examples

draft



Fig. 9.0 Green Rooftop / Toronto, Canada

09.

SYSTEMS + SUSTAINABILITY

➔ 9.1 Approach and Practices
➔ 9.2 Policy Overview
➔ 9.3 Sustainability Overview
➔ 9.4 Stormwater Management
➔ 9.5 Utilities

draft

9.1 APPROACH AND PRACTICES

Sustainability is woven into the fabric of the 5M Project. Encompassing community, economy, and environment, the project engages the City's social, entrepreneurial, and natural resources. From public open space to stormwater and sun, the project creates a complete and interconnected neighborhood for the current community and future generations.

COMMITMENT TO SUSTAINABILITY

The 5M Project sustainability approach steps back to consider the big picture, treating the community, the environment, and the economy as collective, mutually-supportive assets. A central idea within this big move is to position the project in terms of abundance—identifying, leveraging, and enhancing the plentiful resources within the site, program, and climate.

The 5M Project, in terms of its prime location near significant transit, robust social and community development program, and balanced financial model, already represents a holistically sustainable ecosystem. In this section, the abundance approach is applied to natural resources—detailing the design systems and strategies for environmental sustainability.

As a cluster of blocks, the entire site area has more resources to draw from than a single building. Abundant environmental assets at the 5M Project include transit, open space, sun, and stormwater.

➔ **TRANSIT** The site's proximity to a major transit node and dense SoMa neighborhood context results in many trips by foot, bike, and bus, with many less by car.

➔ **OPEN SPACE** Mary Court, the Chronicle Rooftop, the pedestrian streets, network of alleys, as well as upper roof terraces of buildings create large open areas for many users and a multiplicity of activities.

➔ **SUN** During the dry season, large building surfaces and rooftops point to potential solar energy harvesting, daylighting, and passive heating.

➔ **STORMWATER** During the wet season, large impervious surface areas (at-grade and rooftop) create the potential to harvest and treat stormwater flows.

5M SUSTAINABLE PRACTICES

This sustainability effort seeks to maintain the following general practices identified below throughout the entire project life:[1]

- Recycle underutilized, auto-dominated land.
- Bring a wide range of diverse, inclusive, active uses close together.
- Provide amenities that support transit use and non-vehicular modes.
- Locate density near multiple mass transit systems.
- Incorporate bicycle parking, facilities, and pedestrian/bicycle-oriented street design.
- Optimize solar access through site design and building massing.
- Minimize wind impacts through site design, building massing, shaping and treatments.
- Integrate stormwater management into site and building design.
- Incorporate green building systems, materials, and technologies in site and building design.
- Design for energy efficiency and conservation at every design phase from site considerations to building exterior and interior engineering and architectural design elements.

draft



Fig. 9.1 Public Parklet / San Francisco, CA

draft

9.2 POLICY OVERVIEW

The 5M Project pursues the latest thinking in sustainable design, leveraging the opportunity of the site scale and the latest technology and practices available at the time of construction.

LOCAL SUSTAINABILITY POLICIES

5M sustainability goals stem from the following policies:

- **STATE ASSEMBLY BILL 32 (AB32) CALIFORNIA'S GLOBAL WARMING SOLUTIONS ACT, 2006.** AB-32 requires the State to reduce greenhouse gas (GHG) emissions to 1990 levels by the year 2020. An executive order further requires an 80% reduction below 1990 levels by 2050. The vast majority of these reductions come from efficient buildings and equipment.
- **SF CITY / COUNTY DEPARTMENT OF BUILDING INSPECTION GREEN BUILDING CODE AB-093, JULY 2014.** Building on AB-32, AB-093 requires project submittals, approved construction documents, and completed projects to conform to the Green Building code requirements of Chapter 13C of the San Francisco Building Code. AB-093 requires LEED certification for most new buildings and alterations.
- **STATE CALGREEN CODE, 2013.** CALGreen requires all public and private projects in California to meet the State's green building code, known as CALGreen (Chapter 11 of Title 24 building code). CALGreen requires sustainability measures across a wide range of issues including alternative transportation, waste stream separation, water conservation, low-emitting materials, and many others.
- **SF CLIMATE ACTION PLAN, 2004.** The Climate Action Plan provides scientific information on the causes of climate change and projections of its impacts. In May 2008, the San Francisco Environment Code was amended (Ordinance Number 81-08) to establish specific greenhouse gas reduction targets: 25% below 1990 levels by 2017, 40% below 1990 levels by 2025, and 80% below 1990 levels by 2050. A 2013 Climate Action Strategy provides target strategies to achieve the Action Plan goals: Source 100% of residential and 80% of commercial electricity from renewable sources, make 50% of all trips outside of personal vehicles, and achieve the San Francisco zero waste goal.
- **SF BETTER STREETS PLAN, 2010.** These design guidelines for San Francisco's pedestrian realm seek to balance the needs of all street users, with a particular focus on pedestrians and streets as open space. The plan features street ecology, street greening , and on-site storm water management; resource efficient elements and materials; streets as green corridors and habitat connectors; and a healthy urban forest.
- **SF STORMWATER DESIGN GUIDELINES, 2010.** These guidelines (Ordinance No. 83-10) direct projects to comply with City, State, and federal mandates for water quality protection through stormwater management—as well as providing a tool for watershed restoration, habitat creation and city greening.
- **SF RECYCLED WATER ORDINANCES (ADOPTED 2001, AMENDED 2004).** The City and County of San Francisco has enacted the Reclaimed Water Use Ordinances (Ordinances 390-91, 391-91, and 393-94, Article 22, San Francisco Public Works Code) requiring all property owners to install dual-plumbing systems for recycled water use within designated use areas under specific project circumstances.
- **THE CENTRAL SOMA PROJECT.** The San Francisco Planning Department is advancing related changes to allowed land uses, building heights, and pedestrian improvements in the Central SoMa. The proposed EcoDistrict aligns energy, water, and waste infrastructure systems.
- **SAVINGS BY DESIGN.** Savings by Design is an energy efficiency incentive program offered by Pacific Gas & Electric (PG&E). For projects exceeding Title 24's energy code by at least 10%, PG&E offers a one-time financial incentive intended to defray the cost of purchasing efficient technologies.
- **SF STANDARDS FOR BIRD-SAFE BUILDINGS, SEPTEMBER 2011.** The San Francisco Planning Code (Ordinance Number 199-11) established standards for bird-safe buildings to help reduce injury and mortality in birds caused by certain types of new construction, replacement facades, and building features.
- **SF CONSTRUCTION & DEMOLITION DEBRIS, 2006.** San Francisco adopted an ordinance (No. 27-06) for a mandatory program to maximize the recycling of mixed construction and demolition debris. The 5M Project must divert at least 75% of construction debris and at least 65% of demolition debris from the landfill to a Registered Facility and create a Demolition Debris Recovery Plan (DDRP).
- **SF BUILDING A BRIGHT FUTURE - ENVIRONMENTAL PLAN, 2008.** The Environmental Plan outlines how the City plans to achieve its environmental targets relating to climate protection; renewable energy and energy efficiency; zero waste; clean transportation; green building and urban forest.

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➔ **SF SUSTAINABILITY PLAN, 1996 (ADOPTED 1997).** The Sustainability Plan establishes sustainable development as a goal of municipal public policy and sets out broad objectives for a sustainable society.

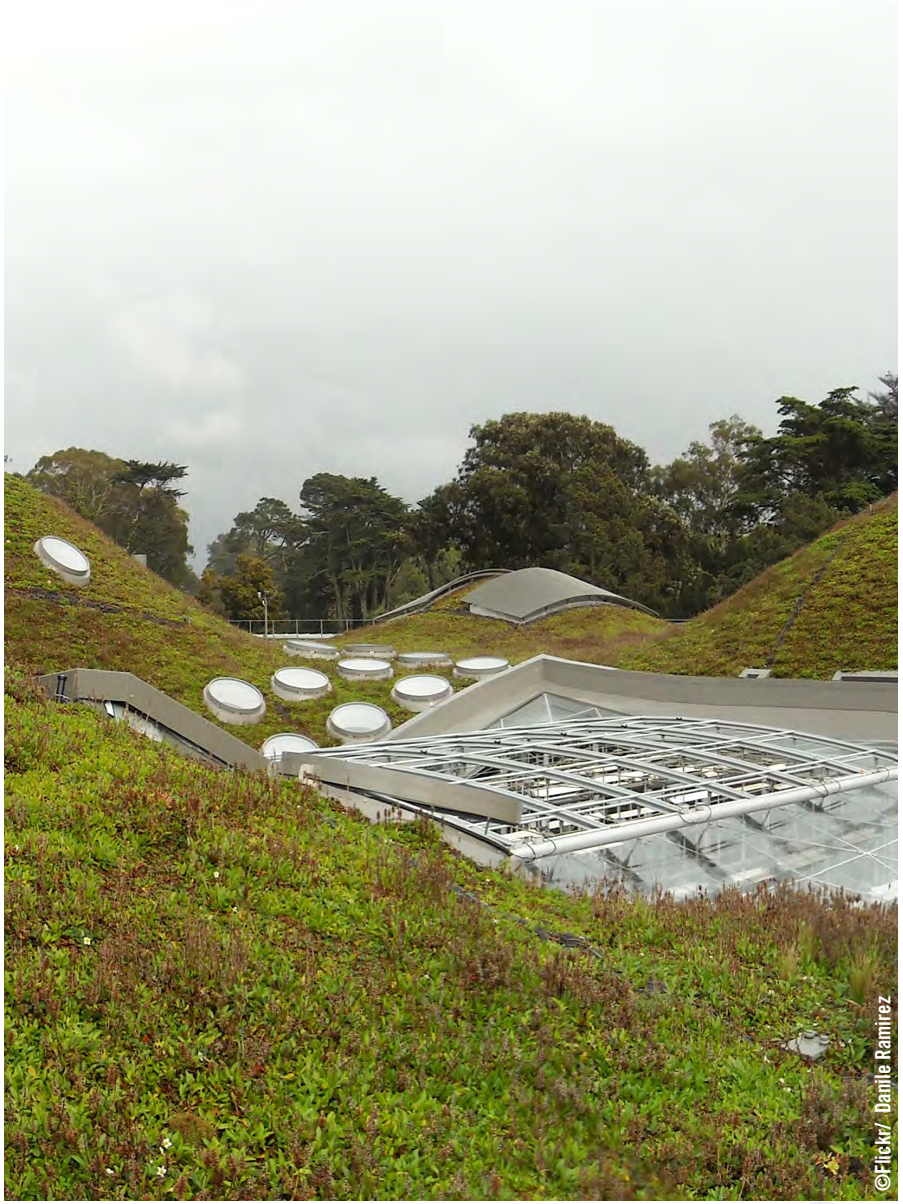

Fig. 9.2 California Academy of Sciences Rooftop/ San Francisco, CA

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9.3 SUSTAINABILITY STANDARDS AND GUIDELINES

San Francisco's sustainability policies form a high bar for requirements and baseline standards for the site and buildings at 5M.

This section identifies the key programs, requirements and standards for the buildings and open spaces at 5M, foregrounding the additional sustainability guidelines and aspirations recommended in the following section.

The 5M Sustainability Code Baseline Sustainability Standards Matrix (see Table 9.3.1) details the State and San Francisco City code requirements applicable to the 5M Project, embedding the following regulations:

➔ San Francisco Codes for Green Building, Environment, Planning, Building and Health

➔ San Francisco Bird-Safe Building Ordinance and Supplemental Design Standards

➔ San Francisco Construction & Demolition Debris Ordinance

➔ 5M Project Notice of Preparation of an Environmental Impact Report, Greenhouse Gas Checklist

9.3.1 BASELINE SUSTAINABILITY

The project shall fulfill the minimum requirements in the Sustainability Code Baseline Sustainability Standards Matrix related to energy, water, waste, transportation, materials, air quality, wildlife and site.

9.3.2 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION

Per San Francisco Green Building Code (AB-093), all new large commercial buildings and major renovations shall achieve a minimum certification of LEED Gold, 60 points. As required, all new large commercial buildings and major renovations shall achieve additional points required to meet LEED Gold. See Figure 9.3.2.

Per San Francisco Green Building Code (AB-093), all new high-rise residential buildings shall achieve a minimum certification of LEED Silver, 50 points. Per San Francisco Green Building Code (AB-093), all new large commercial buildings that displace a historic resource and require street demolition shall secure 10 LEED points more than the minimum threshold required for LEED Gold, a minimum of 70 points. As needed, major renovations to existing buildings, pursuant to SFGBC AB-093 will achieve a minimum certification of LEED Gold, 60 points.

Note: Fulfilled requirements from the Baseline Sustainability Standards Matrix are permitted to count toward LEED certification levels and points where applicable. Additional points required to achieve LEED certification levels are encouraged to prioritize the aspirational sustainability goals, particularly related to the reduction of greenhouse gas (GHG) emissions and the implementation of an EcoDistrict.

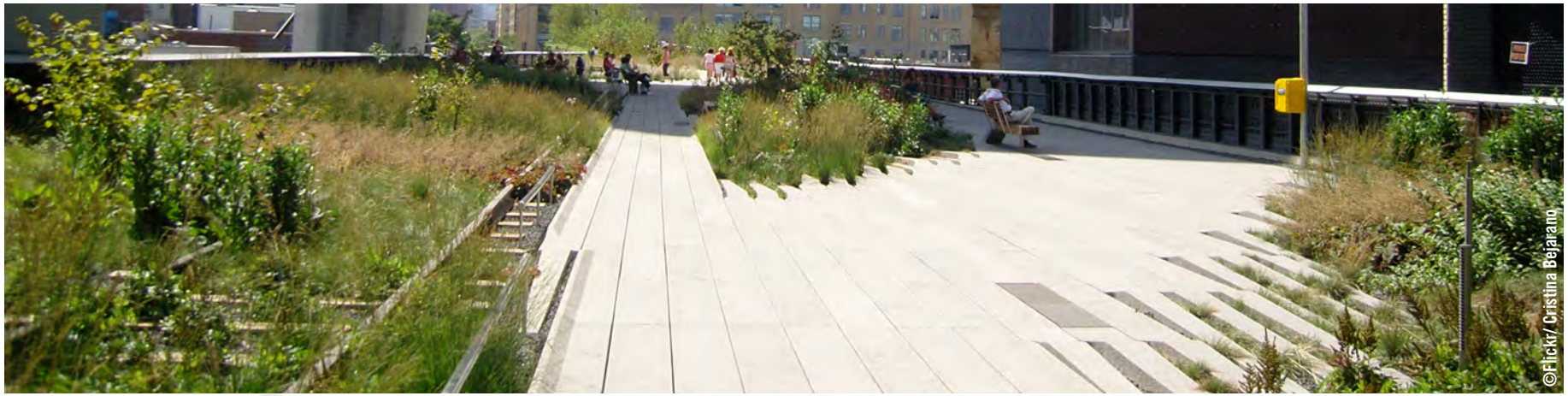

Fig. 9.3 The Highline / New York, NY

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	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
ENERGY	ENERGY PERFORMANCE	New construction of large commercial and residential buildings requires the demonstration of compliance with 2013 California Energy Code, Title 24, Part 6 and must meet the LEED minimum energy performance (LEED EAp2) of at least a 10% energy cost reduction compared to ASHRAE 90.1 2007 or equivalent. GreenPoint Rated projects must demonstrate a 10% energy use reduction compared to Title 24, Part 6 (2013). Commercial and residential alternations: comply with California Energy Code, Title 24, Part 6 (2013).	SF GB Code 2013 SFO GHG Checklist SFO Building Code SFO Housing Code, Chp. 12	EAp1 EAc1 (3 pts)	-
	RENEWABLE ENERGY	Generate renewable energy on-site at least 1% of total annual energy cost (LEED EAc2) OR demonstrate an additional 10% energy use reduction (compared to Title 24 Part 6 2013) OR purchase Green-E certified renewable energy credits for 35% of total electricity use (LEED EAc6).	SF GB Code 2013 SFO GHG Checklist	EAc2 (1 pt) or EAc6 (2 pts)	EAc1 (1-19 pts)
	SITE LIGHTING	For new large commercial projects: Comply with lighting power requirements in CA Energy Code, CCR Part 6, which requires that lighting be contained within each source. No more than 0.01 horizontal lumen footcandles 15 feet beyond site, or meet LEED credit SSc8.	SF GB Code 2013 SFO GHG Checklist	SSc8 (1 pt if targeted)	EAc1 (1-19 pts)
WATER	COMMISSIONING	For high-rise residential, large commercial buildings and alterations: meet LEED EAp1 Fundamental Commissioning. For large commercial buildings: also meet LEED EAc3 Enhanced Commissioning of Building Energy Systems.	SF GB Code 2013 SFO GHG Checklist	EAp1 / EAc3 (2 pts)	-
	PLUMBING FIXTURES	Meet LEED WEc3, 30% Water Use Reduction. For M-1: Meet LEED Prerequisite 20% savings below UPC/IPC 2006.	SF GB Code 2013	WEp1 / WEc3 (3 pts)	WEc2 (2 pts)
	METERING	For large commercial buildings: Provide submeters for spaces projected to consume more than 1,000 gal/day, or more than 100 gal/day if the building is over 50,000 SF.	SF GB Code 2013	-	EAc5 (3 pts)
	RECYCLED WATER	5M is within a designated recycled water use area and therefore must install dual-plumbing systems for recycled water in new construction, modified, or remodel projects totaling 40,000 square feet or more.	SF City and County Recycled Water Ordinance		WEc1 / WEc2 (5 pts)
WASTE	BUILDING RECYCLING	Provide adequate space and equal access for storage, collection and loading of compostable, recyclable and landfill materials.	SF Building Code 2013	MRp1	
	CONSTRUCTION WASTE GENERATION	Demolition and Construction Waste Management - 75% Diversion. Submit a Demolition Debris Recovery Plan where buildings will be fully demolished- requires at least a 65% diversion of demolition debris.	SF GB Code 2013 SFO Construction & Demolition Debris Ordinance SFO Environment Code, Chp. 14 SFO GHG Checklist	MRc2 (2 pts)	

Table 9.3.1 Sustainability Code Baseline Matrix

draft

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
	STORMWATER	Refer to Section 8.41 for stormwater requirements. SF Public Utilities Commission stormwater management requirements mandate the achievement of LEED SSc6.1 for stormwater rate and quantity management, all making LEED SSc6.2 Stormwater Quality easier to achieve.		SSc6.1 (1 pt) SSc6.2 (1 pt)	
TRANSPORTATION	BICYCLE PARKING	For large commercial buildings: Provide short-term and long-term bicycle parking for 5% of total motorized parking capacity each OR meet SF Planning Code Sec 155 (whichever is greater). For new/major renovations of commercial buildings: Provide shower and changing facilities. SF Planning Code 155: 10,000-20,000 GSF = 3 bicycle spaces 20,000-50,000 GSF = 6 bicycle spaces >50,000 GSF = 12 bicycle spaces Retail services: 25,000-50,000 GSF = 3 bicycle spaces 50,000-100,000 GSF = 6 bicycle spaces 100,000 GSF = 12 bicycle spaces For residential buildings over 50 dwelling units: Provide 25 Class 1 spaces plus one Class 1 space for every 4 dwelling units over 50.	SF GB Code 2013 SFO Planning Code 155 GHG Checklist	SSc4.2 (1 pt if the LEED option is pursued)	
	ALTERNATIVE TRANSPORT	For large commercial buildings: Mark 8% of total parking stalls for low-emitting, fuel-efficient and carpool/van pool vehicles. For residential buildings: Provide 1 car-sharing space (50-200 units); plus 1 space for every additional 200 dwelling units (201+ units)	SF GB Code 2013 SFO Planning Code 166 SFO GHG Checklist	-	SSc4.3 (3 pts) SSc4.4 (2 pts)
	TRANSPORT PROGRAMS	A portion of the project is within the C-3 District. New buildings above 100,000 GSF: Provide on-site Transportation Management Programs (TMP) and Transportation Brokerage Services (TBS) for the lifetime of the project.	SFO Planning Code, Section 163 SFO GHG Checklist	-	ID Point Possible
MATERIALS + AIR QUALITY	REFRIGERANTS	For large commercial buildings, meet LEED EAc4 Enhanced Refrigerant Management. Do not install equipment that contains CFC's or Halons.	SF GB Code 2013	EAp3 EAc4 (2 pts)	-
	INDOOR AIR QUALITY	For large commercial buildings, meet LEED IEQc3.1 Indoor Air Quality (IAQ) Management Plan, During Construction.	SF GB Code 2013	IEQc3.1 (1 pt)	IEQc3.2 (1 pt)
	LOW TOXIC FINISHES	Achieve LEED IEQ 4.1, 4.2, 4.3 and 4.4 Low Emitting Materials.	SF GB Code 2013	IEQc4 (4 pts)	-

Table 9.3.1 Sustainability Code Baseline Matrix cont.

draft

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
MATERIALS + INDOOR AIR QUALITY	VENTILATION FILTRATION & POLLUTANT CONTROL	For large commercial projects: Provide at least MERV-8 filters in regularly occupied spaces in mechanically ventilated buildings OR meet LEED credit IEQc5 and provide at least MERV-13 filtration. Residential buildings are not located within an air quality hotspot and therefore do not require additional filtration above code.	SF GB Code 2013 SFO Health Code Article 38 SFO Building Code Chp. 1203.5	IEQc5 (1 pt if targeted)	-
	BUILDING ENTRANCES	Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings.	SF GB Code 2013	-	-
	ACOUSTICS	Wall and roof-ceilings have an STC of 50, exterior windows STC of 30, and party walls and floor-ceilings STC of 40.	SF GB Code 2013	-	ID Point possible
WILDLIFE	BIRD-SAFE BUILDING	For all new buildings and additions to existing buildings, treat these building feature-related hazards: - Free-standing clear glass walls, skywalks, greenhouses on rooftops, and balconies that have unbroken glazed segments 24 SF and larger in size - Free-standing clear-glass landscape features or bus shelters - Glazed passageways/lobbies with clear sightlines through building broken only by glazing - Transparent building corners Requirements apply to: - 90% of glazing from grade up to 60 feet - 100% of building feature-related hazard Social considerations for historic buildings may apply.	SFO Bird-Safe Building Ordinance and Design Standards	-	ID Point possible
SITE	LOCATION	The project is located on a pre-developed site in the downtown core, and therefore will automatically earn LEED points related to site selection and development density.	LEED for New Construction & Major Renovations Rating System	SSc1 (1 pt) SSc2 (5 pts)	-
	TOTAL	**TOTAL POSSIBLE BASELINE POINTS**		**30-31 PTS**	**19+ PTS**

Table 9.3.1 Sustainability Code Baseline Matrix cont.

draft

9.3.3 SUSTAINABILITY GUIDELINES

The 5M Project is encouraged to incorporate goals and implement strategies listed in the Sustainability Guidelines Matrix (see *Table 9.3.3*), where possible.

The Sustainability Guidelines Matrix details the relevant programs* that are guiding sustainability progress in buildings and neighborhoods:

➔ California Energy Code, Title 24, Part 6

➔ Leadership in Energy and Environmental Design (LEED)

➔ AIA Architecture 2030 Design Challenge

➔ Central SoMa EcoDistrict

*These programs are influenced by California's Global Warming Solutions Act (AB 32). State legislature passed Assembly Bill 32 (AB 32) California's Global Warming Solutions Act in 2006, which requires that the State reduce greenhouse gas (GHG) emissions to 1990 levels by the year 2020. A related executive order further requires an 80% reduction below 1990 levels by 2050. The State is planning for the vast majority of these reductions (26.3 million metric tons of GHG emissions) to come from energy efficiency improvements in buildings and equipment. Because AB 32 is managing emissions limits across the state, it directly drives green building code requirements at the local level and encourages more aggressive performance standards to be implemented.

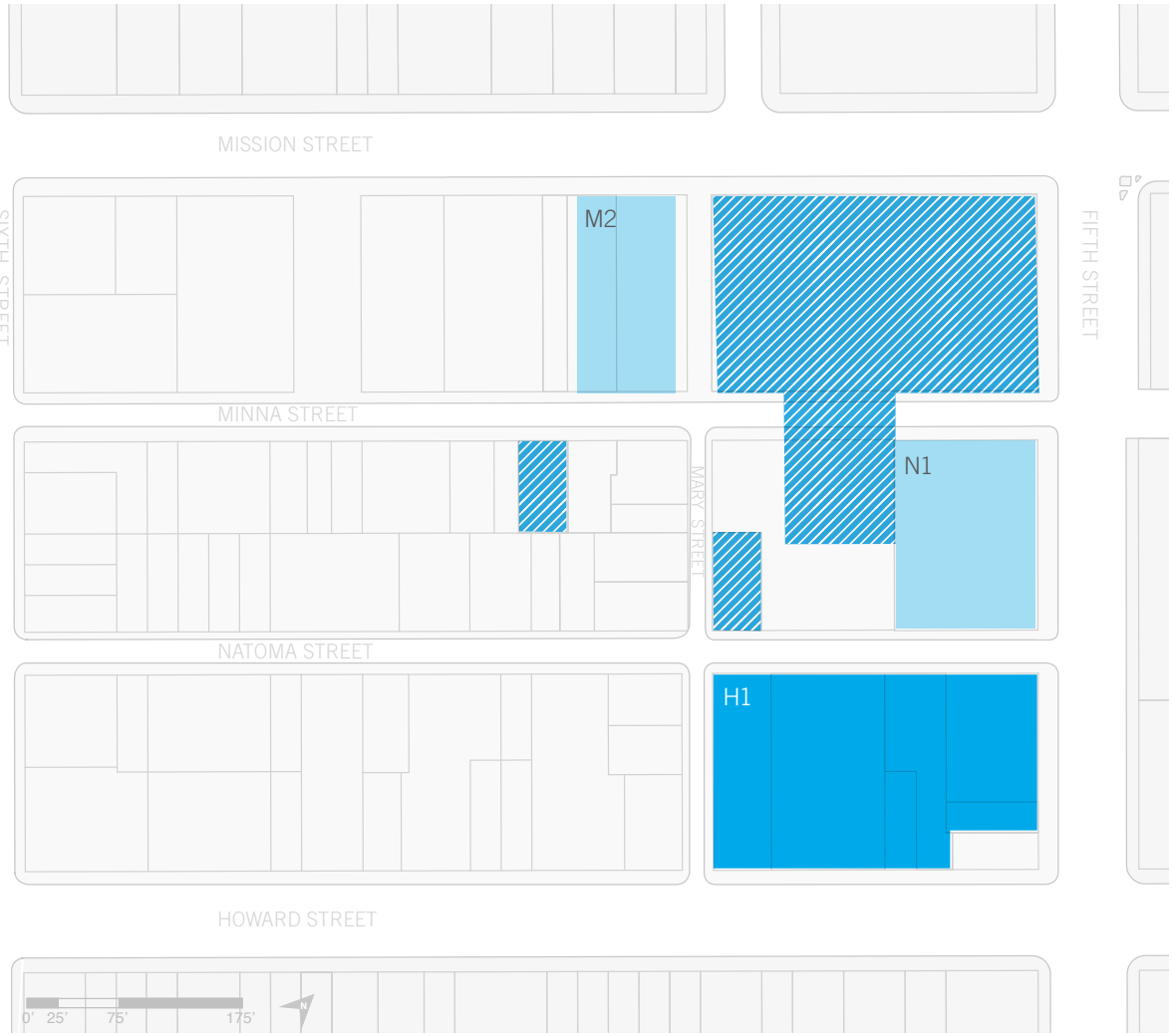

Fig. 9.3.2 LEED Certification

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	GUIDING PROGRAM	DESCRIPTION	PERFORMANCE ASPIRATIONS	POSSIBLE 5M GOAL
BUILDING	**CALIFORNIA ENERGY CODE, TITLE 24, PART 6**	Administered by the California Energy Commission, the standard regulates: energy efficiency performance in buildings and drive local regulation including the City's Green Building Code. The energy performance baseline of the standard increases every five years.	The roll out of Title 24 2016 is expected January 1, 2017. The updated code will be more strict than the current 2013 code for commercial and multi-family residential buildings.	Exceed the Title 24 Code in effect.
	LEED	Leadership in Energy and Environmental Design (LEED) is administered by the non-profit U.S. Green Building Council. The rating system sets the standard for Green Building in the U.S.	The San Francisco Green Building Code requires LEED Gold certification for large commercial buildings and major renovations, and LEED Silver certification for multi-family residential buildings. LEED Platinum is the highest level of certification.	- Target LEED Gold certification for all buildings to align residential development with State net zero energy goals. - Assess LEED Platinum potentials during the early stages of design.
	AIA ARCHITECTURE 2030 DESIGN CHALLENGE	Architecture 2030 is a non-profit, non-partisan, independent organization, in alliance with the American Institute for Architects (AIA), that crafted the 2030 Design Challenge for carbon neutral building by 2030. In San Francisco, 56% of greenhouse gas (GHG) has emissions associated with building energy use. The challenge includes goals closely aligned with the California Public Utilities Commission adopted in 2008 and helps the Commission meet San Francisco Climate Action Plan goals to reduce carbon emissions 80% from 1990 levels by 2050.	Per the California Public Utilities Commission, the goal is for net zero energy by 2020 for all new residential construction and 2030 for all new commercial construction. The goal is not mandated, but sets a policy direction from the State energy code, Title 24. The AIA Design Challenge allows up to 20% of the building's energy demand to be offset by purchasing renewable energy.	Reduce greenhouse gas emissions as much as possible and use national standards for commercial and residential building types to benchmark progress.
NEIGHBORHOOD	**CENTRAL CORRIDOR ECO-DISTRICT**	The Central SoMa Plan Area, which includes the 5M site, is identified by the City Planning Department for EcoDistrict implementation - the subject of a significant re-zoning effort to encourage sustainable growth. An EcoDistrict is a district where neighbors, community institutions, and businesses join with city leaders and utility providers to meet sustainability goals and co-develop innovative projects. The EcoDistrict Plan will be created in collaboration with area stakeholders through a Task Force, or as projects and financing mechanisms are established through grant-funded work.	The Draft Central Corridor EcoDistrict Plan is expected to be adopted 2016-2017. Task Force recommendations (November 2013) include locations for shared energy and water utility systems and green streets. The Draft Plan aspires to establish a district that is net zero carbon/energy and uses non-potable water for non-potable uses. One district level strategy already required in the Central Corridor is dual-plumbing in new construction and major alterations to "ready" buildings for the anticipated city supplied recycled water line (San Francisco Public Works Reclaimed Water Use Ordinance).	- Evaluate district-scale building and site strategies during design. - Design building systems to easily "plug into" district level heating and cooling infrastructure in the future. - District strategy areas may include transportation, energy, water, placemaking, waste.

Table 9.3.3 Sustainability Guidelines Matrix

draft

9.4 STORMWATER MANAGEMENT

Stormwater management and treatment within the public realm areas at 5M will employ and integrate a variety of sustainable sites best practices and low impact design strategies throughout the District.

Low Impact Design (LID) measures help reduce and delay the volume of runoff leaving a site and entering the storm/sewer system, thereby reducing the frequency of combined storm/sewer overflows, minimizing flooding impacts, and protecting bay area water quality.

5M is served by a system that conveys storm and wastewater by the same piped system. The combined storm/sewer flows receive treatment at the City's wastewater treatment plant before discharged to the Bay. Unlike conventional stormwater systems, storm/sewer systems treat urban runoff before discharge. When the capacity of storm/sewer systems is exceeded by large storm events (typically greater than the 5-year storm), localized flooding and system overflows can occur, causing the release of partially-untreated storm/wastewater into receiving water bodies. Untreated storm/sewer overflow can harm natural bay area water quality, ecosystems, and species, and cause public health concerns and beach closures.

Given its composition of sandy fill, native dune sand, clay sand, and small marsh deposits, the 5M site can infiltrate stormwater diverted through LID measures. The groundwater table is about 15-30 feet below the existing grade.

Stormwater management and LID measures implemented at 5M will comply with the San Francisco Public Utilities Commission's Stormwater Design Guidelines and requirements for new development. These measures will reduce impervious surfaces; reduce stormwater runoff rates and volumes; and capture and treat runoff.



Fig. 9.4.2a Stormwater Planter

draft

9.4.1 STORMWATER STANDARDS

Per San Francisco Stormwater Design Guidelines, 5M disturbs more than 5,000 square feet of ground and thus shall implement LID measures pursuant to LEED Sustainable Sites Credit 6.1 Stormwater Design: Quantity Control.

Per San Francisco Stormwater Design Guidelines, the 5M site is more than 50 percent impervious and thus shall implement a stormwater management plan that results in a 25 percent decrease in the flow and volume of runoff leaving the site (based on the 2-year 24-hour design storm), compared to the existing conditions.

The 5M Project shall incorporate dual plumbing for future connection to a recycled water system.

On-site LID measures are not required for parcel N3. Runoff from this parcel is encouraged to be addressed by other 5M parcels, streets, or open spaces.

Open, softscape bioswales and large tracts of at-grade lawn area necessitating irrigation are not permitted.

Stormwater Management Legend

- Permeable Pavement
- Bio-swale / Raingarden
- Greenroof*
- Cistern*
- Flow-through Planter*

* Greenroof, Cistern, and Flow-through Planter can be used as independent LID measure or in combination.



Fig. 9.4.1 Stormwater Management Strategies

draft

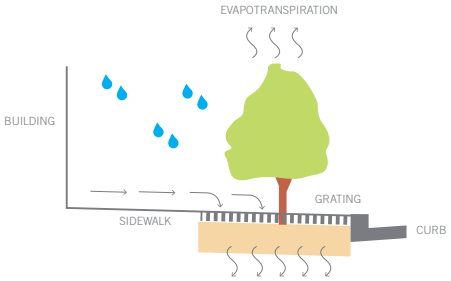
9.4.2 AT-GRADE STRATEGIES

Reduction of stormwater is achieved through reducing the area of impervious surfaces and/or replacing them with pervious surfaces that allow rainwater to percolate into the ground. At-grade strategies (see Figure 9.4.2b) include permeable street tree planters, permeable pavers within sidewalks and streets, and bio-retention areas.

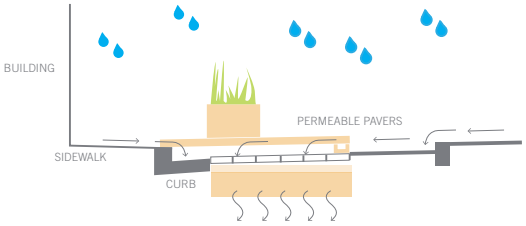
9.4.2 GUIDELINES: AT-GRADE STRATEGIES

Permeable Pavements: LID measures sited within the public realm are preferred. Recommended LID measures for streets, sidewalks, and open spaces include street tree planters, landscaping, permeable pavers, pervious pavement, and bio-retention. LID measures for streets, sidewalks, and open spaces should be compatible with the urban character of the project and the flexible, active programming of streets and public open spaces. Recommended LID measures for buildings and private open spaces include landscaping, rainwater cisterns, greenroofs, and flow-through planters.

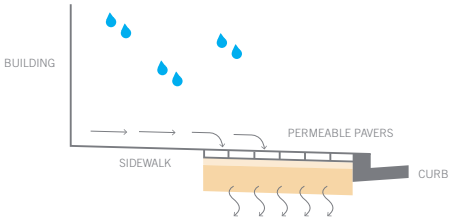
Biofiltration Planters: Interior streets and alleys should use pervious asphalt paving where feasible. Interior streets and alleys paved with permeable asphalt are encouraged to direct runoff to strips of permeable unit pavers located along curbs and at parking zones. Infiltration and storage basins are encouraged below interior streets and alleys with pervious asphalt and permeable paver strips, where feasible, depending on the nature of the native sub-soils. Strips of permeable unit pavers are encouraged for the back of curb area (street side) for sidewalks along Mission, Fifth, and Howard Streets. A bio-retention rain garden is encouraged for Central Mary Street, across from Mary Court.



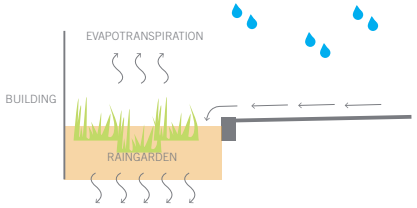
Permeable Street Tree



Permeable Pavers (Street/Parklet Strips)



Permeable Pavers (Within Sidewalk)



Bio-Retention Along Streets and Buildings

Fig. 9.4.2b At-Grade LID Strategies

draft



Green Wall



Plaza Infiltration Planter



Sidewalk Infiltration Planter



Below-grade Cistern and Infiltration Plaza



Permeable Paving



Green Roof

Fig. 9.4.2c Infiltration Strategies

draft

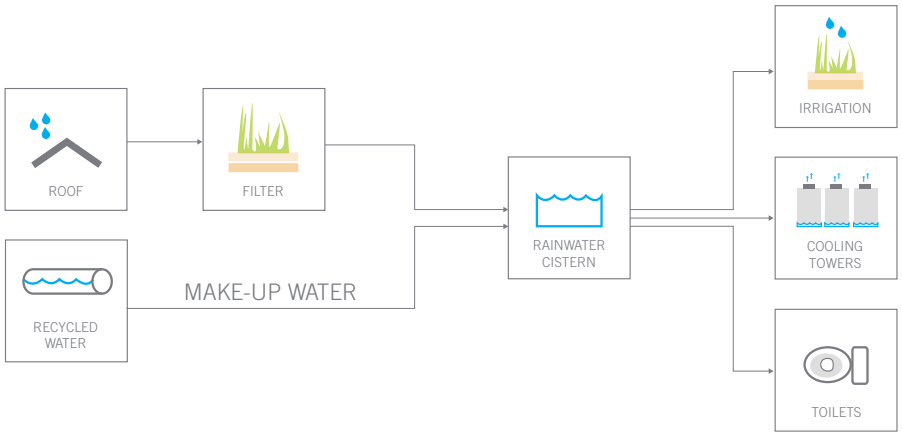
9.4.3 ABOVE GRADE STRATEGIES

Buildings can also incorporate stormwater collection strategies above grade. See Figure 9.4.3. Rainwater cisterns, green roofs, and flow-through planters all collect rainwater from roof areas and direct them through filters to either the city system or into tanks, where it is then re-used it for cooling towers, toilet flushing, irrigation and other non-potable water uses.

9.4.3 GUIDELINES: ABOVE GRADE STRATEGIES

Green Roofs: Per usable open space requirements, the Chronicle rooftop should incorporate greenroof area. Buildings are encouraged to have greenroofs, especially where combined with accessible open space. Greenroofs are encouraged to combine turf lawn, gardens, edible gardens, planter beds, native and drought-tolerant plants, local wildlife habitat, accessible open space, seating, shelter or areas for gathering. Greenroofs may be under drained or drained to the storm/sewer system, if required.

Below Grade Systems: Cisterns and rainwater harvesting systems are encouraged. Where feasible, harvested runoff could be used for non-potable uses including irrigation of streetscape and planting improvements in the public realm. Cisterns and rainwater harvesting may be under drained or drained to the storm/sewer system, if required.



Rainwater Cistern



Green Roof



Flow-Through Planter

Fig. 9.4.3 Above Grade LID Strategies

draft

9.4.4 STORMWATER PARKLETS

Stormwater techniques can be leveraged alongside facilities for additional usable public open space. Curb-side parklets allow stormwater runoff from streets and sidewalks to flow underneath, percolating through permeable paving areas and recharging the groundwater resources. Public seating, furnishings, planting, and other public amenities expand open space areas above. See Figure 9.4.4.

9.4.4 GUIDELINES: STORMWATER PARKLETS

Public parklets should be sited and designed in accordance with San Francisco's Parklet Design Guidelines. Parklets above permeable paving areas will design surfaces and joints to drain water below, preventing ponding on habitable surfaces and between adjacent parklets.

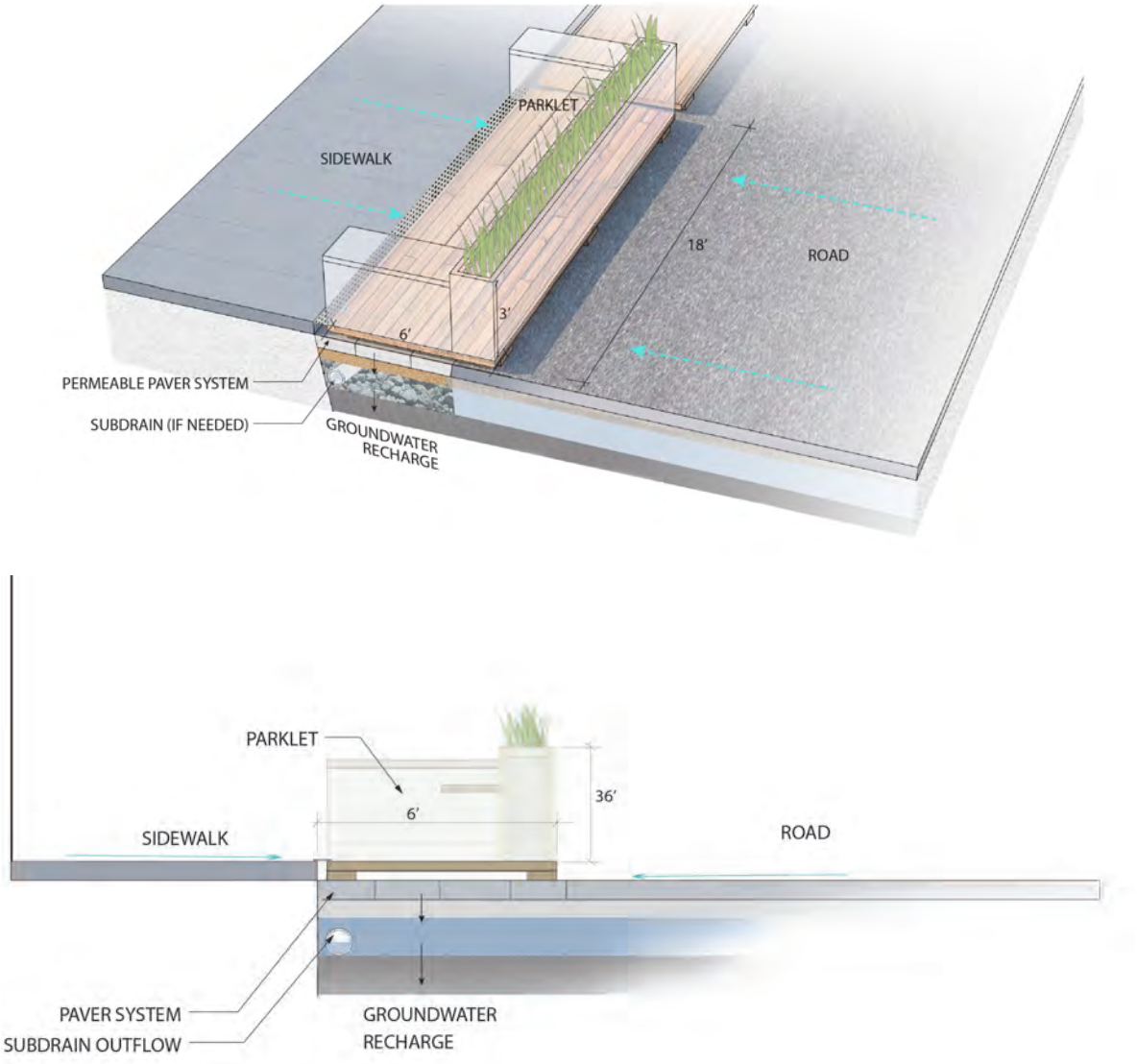


Fig. 9.4.4 Permeable Paver + Parklet Stormwater

draft

9.5 UTILITIES

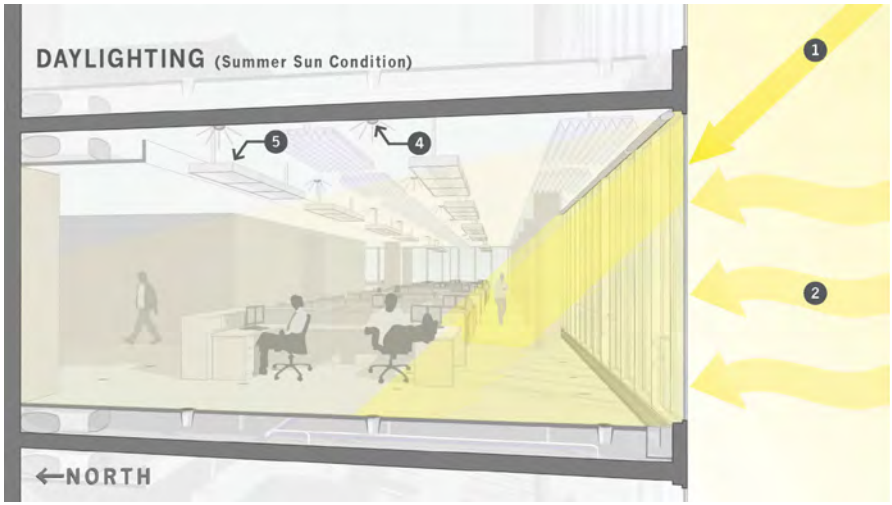
Strategic and energy-efficient daylighting, lighting, and HVAC systems can further building performance goals, achieve greater project sustainability, as well as enhance user comfort and experience.

9.5.1 GUIDELINES: INTERNAL DAYLIGHTING

Energy-efficient lighting, appliances and HVAC equipment, as well as renewable energy options should be utilized to reduce energy use and carbon emissions. Electric lighting energy use should be reduced through daylighting, efficient lighting design and appropriate lighting controls. Facades of buildings with residential, retail and office uses should be designed to shield peak gains and optimize natural lighting.

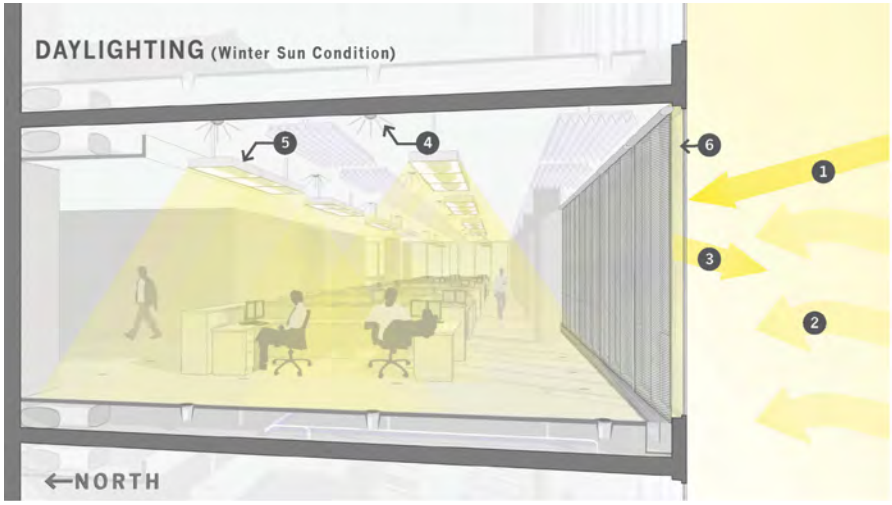
9.5.2 GUIDELINES: LIGHTING

Lighting should be provided at the lowest levels which are in accordance with the Illumination Engineering Society of North America (IESNA) lighting guidelines and applicable codes. Light levels should limit night sky pollution. Refer to *Section 8.3 Signage: Art and Signage: Site Lighting*.



1 DIRECT SUN LIGHT
2 INDIRECT LIGHT
3 REFLECTED LIGHT
4 PHOTO CELLS (sensors)
5 LIGHTS (automated)
6 SUN SHADE (manual)

High/Summer—The majority of time the sun is not low in the sky. Buildings can let in sunlight and turn off electric lights.



1 DIRECT SUN LIGHT
2 INDIRECT LIGHT
3 REFLECTED LIGHT
4 PHOTO CELLS (sensors)
5 LIGHTS (automated)
6 SUN SHADE (manual)

Low/Winter—Low sun positions (early morning, late afternoon, winter) cause glare and visual discomfort. Users can lower shades and photo cells will turn on the lights in response to lower light levels.

Fig. 9.5.1 Internal Daylighting Strategies

draft

9.5.3 GUIDELINES: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Building design should incorporate operable windows and open-air courtyards to encourage natural and cross ventilation as part of the HVAC system. HVAC energy should be reduced through load reduction measures (high performance building envelopes, lighting/equipment efficiencies, etc.) and through high-efficiency and thermally-comfortable conditioning options (displacement ventilation, active or passive chilled beams, mixed-mode ventilation, etc.). Efficiency heating and cooling energy generation should be addressed with strategies, such as high-efficiency chillers/boilers, water and air-side economizer option with cooling towers, and closed-loop ground source heat pump systems.

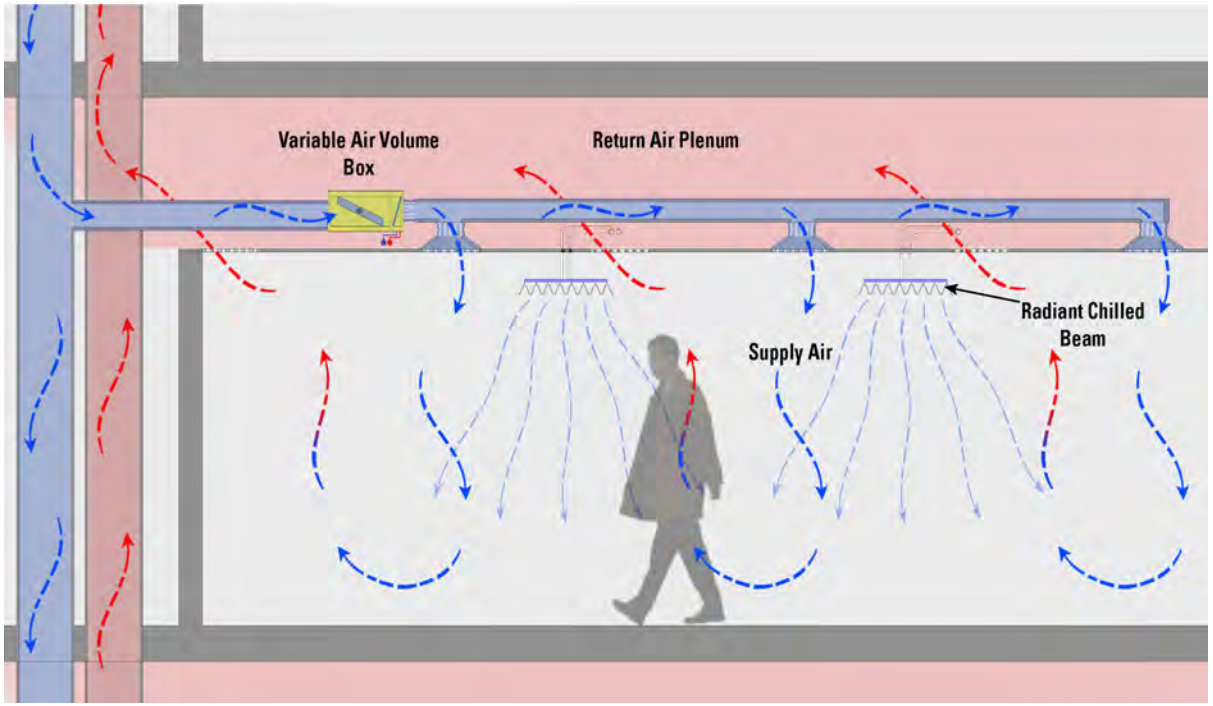


Fig. 9.5.3 HVAC Strategies: Overhead Air with Overhead Radiant Chilled Beam

draft



5M PROJECT/
DESIGN FOR DEVELOPMENT

SEPTEMBER 3, 2015 REVISION
TRACKED AGAINST JULY 2015 VERSION

NOTE: Figure number updates not included.

FORESTCITY HEARST *corporation*

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draft

NOTE: Tracked changes to July 2015 D4D

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DELETED: Canopy, ADDED: Projection

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draft

NOTE: Tracked changes to July 2015 D4D

1.3 PLANNING CONTEXT

The four-acre site represents an important crossroads in San Francisco's urban fabric, located at a key intersection of the Union Square retail area, the Financial District, the mixed-use neighborhoods of South of Market, one block west of Yerba Buena Gardens and one block south of Hallidie Plaza.

The 5M District extends from the southern corner of Fifth and Mission Streets southeast along Fifth Street to Howard Street, and southwest along Mission Street and Howard Street to approximately the midblock.

At almost 4 acres, approximately half of which is surface parking, the site is one of the largest under-utilized sites in downtown San Francisco. The 5M Project represents one of the last major opportunities to design and build commercial and residential space near the Powell Station downtown — at densities that will have meaningful impacts for the City's' economy, urban fabric, community growth, and affordable/market rate housing needs. The 5M Project has the potential to house thousands of jobs on site geared towards the knowledge and innovation based sectors of San Francisco's economy that have the greatest long-term growth potential in the City. These sectors have also already proven to indirectly support large numbers of Production, Distribution, and Repair (PDR) related jobs.

TRANSIT-RICH LOCATION

5M is a nexus of transportation connectivity: Bart lines to East Bay/SFO (4 lines), Muni Metro (5 lines), Muni buses (countless lines, and both SamTrans and Golden Gate Transit), and the future Central Subway. See Figure 1.3a.

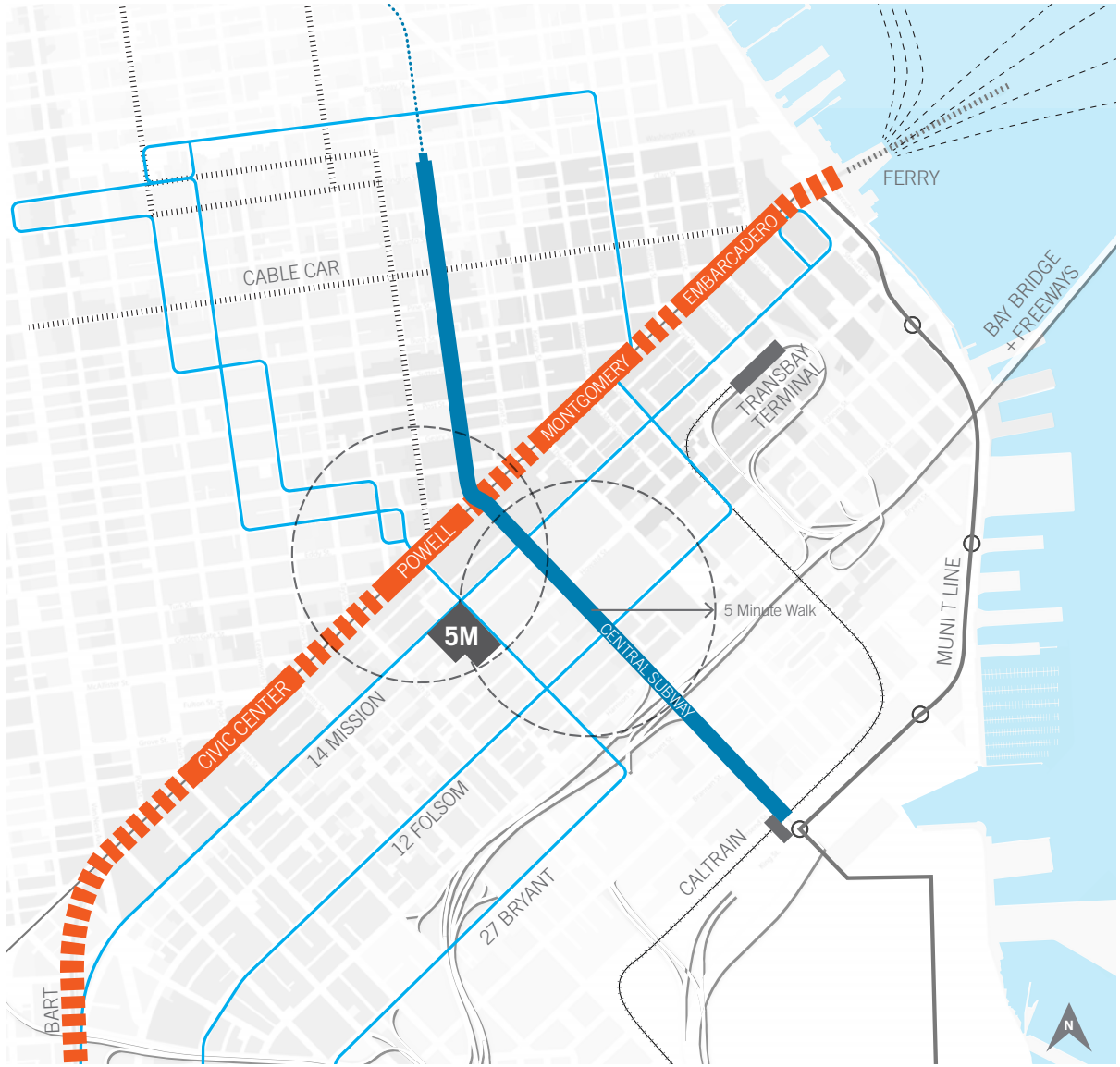

Fig. 1.3a Existing Context

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NOTE: Tracked changes to July 2015 D4D

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THE CAMELLINE BUILDING (430 NATOMA STREET / 49 MARY STREET) VISION

Constructed as a light industrial building and converted into a print shop, the building exemplifies the commercial and industrial development of the SoMa area following the 1906 Earthquake and Fire. The building's form and ornamentation is characteristic of 1920s industrial architecture, with a primary south-facing facade, shaped parapet, and a relief sign reading "Camelline". While the building has undergone some alternations to the interior and entrances, its form and ornamentation is largely intact and it retains a high degree of integrity of design, materials, and workmanship. It continues to be occupied as offices and no major renovation is required for use. The Camelline building will help connect the 5M site to its surrounding industrial character and add to the immediate site's diversity in scale, form, and architecture. The building's location within the 5M site, directly on Mary Street and between the site's open spaces, will place it at the center of activity as a vital part of the active ground plane.

THE DEMPSTER PRINTING BUILDING (447–449 MINNA STREET) VISION

Historic 447-449 Minna Street, an early twentieth century industrial style four-story brick building, is significant under California Register Criterion 1 as an especially early building associated with the commercial and industrial development of the SoMa area following the 1906 Earthquake and Fire. It is also important for its association with the printing industry, an industry of primary importance in San Francisco in the early twentieth century. The Dempster Printing building is also significant under California Register Criterion 3 as a distinctive example of unreinforced masonry construction and early-twentieth century loft architecture in the SoMa area. The Dempster Printing building will be rehabilitated according to the Secretary of the Interior's Standards for Rehabilitation, remaining on site as historic resource that retains a high degree of integrity of location, setting, association, and feeling as a post-quake loft building. On the 5M site, the Dempster Printing Building will anchor the low-rise texture of the area and supporting the pedestrian focused alleyways that intersect around the core public space at Mary Court.



Fig. 2.2b Camelline Building / San Francisco, CA



Fig. 2.2c Dempster Printing Building / San Francisco, CA

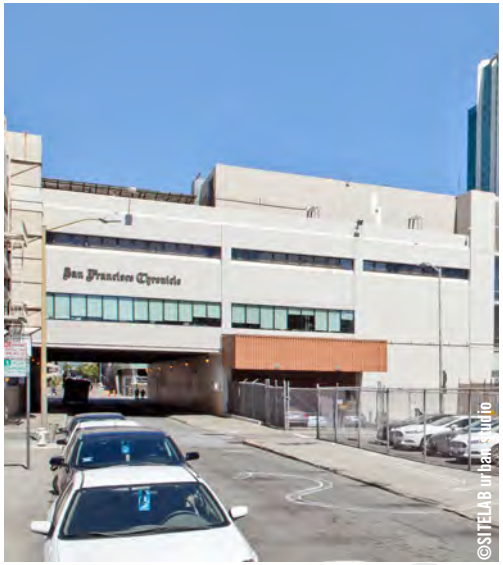

Fig. 2.2d Examiner Building / San Francisco, CA

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NOTE: Tracked changes to July 2015 D4D

4.3 OPEN SPACE OVERVIEW

5M carries the Generation Five urban typology forward by providing open space as a shared amenity for residential or office users as well as the larger neighborhood.

4.3.1 GENERATION FIVE OPEN SPACE

Given the communal and cross-activated nature of the Generation Five public realm, the requirements for commercial open space may be satisfied by any publicly accessible open space located within the District. Similarly, the requirements for common residential open space may be satisfied by open space provided for the use of the public or commercial tenants, in accordance with Section 4.3.2 Usable Open Space - Residential.

4.3.2 USABLE OPEN SPACE – RESIDENTIAL

Total square footage of required residential open space (herein Usable Open Space) shall be provided for each dwelling unit according to Planning Code. On a District wide basis, at least 15 percent of all required open space shall be exclusively for residential use and be located on buildings containing residential uses, or at ground level immediately adjacent to and directly accessible from buildings containing residential uses. Private residential open space may be provided on up to 10 percent slope.

4.3.3 PRIVATELY OWNED PUBLIC OPEN SPACE (POPOS) – COMMERCIAL

Total square footage of commercial open space (i.e. Privately Owned Public Open Space or POPOS) shall be provided according to Planning Code.

4.3.4 OPEN SPACE LOCATION

Usable Open Space and POPOS may be provided throughout the 5M District rather than on a specific lot.

A minimum of 50 percent of the required commercial open space (POPOS) shall be provided at grade.

The 5M open space shall be designed to include programs and furnishings that appeal to children, families and seniors. The public open space shall include a play area or play structures and a dog run.

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4.3.5 ADVISORY GROUP

A community open space advisory group shall be formed to participate in the Project's open space design development, and ongoing programming planning.

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draft

NOTE: Tracked changes to July 2015 D4D



Upper level open spaces are opportunities for planting and seating, as well as unique perspectives on the City and adjacent buildings.

Highline / New York, NY



Open air markets, fairs, concerts, arts/fabrication festivals, and informal play, are typical opportunities (among others) for at-grade open spaces.

Ferry Building Plaza / San Francisco, CA

Fig. 4.3.1 Generation Five Open Space Examples

Note: Changes in Table 4.3.1 made to correct a typo and updated Open Space provisions per the Development Agreement.

DELETED: 14,600, ADDED: 11,500

DELETED: 11,400, ADDED: 14,600

DELETED: 2,300, ADDED: 3,600

OPEN SPACE	SIZE (SQ. FT.)	REQUIREMENT FULFILLED (FOR SCENARIO)	
		COMMERCIAL (POPOS)	RESIDENTIAL (USABLE OPEN SPACE)
PUBLIC OPEN SPACE	**49,100**		
CHRONICLE ROOFTOP	23,000		X
MARY COURT EAST (MC1+MC2)	11,500		X
MARY COURT WEST (MC3)	14,600	X	
PRIVATE OPEN SPACE	**7,200**		
M2 TERRACE	3,600		X
N1 PRIVATE OPEN SPACE	3,600		X
H1 TERRACE	*OPTIONAL, NOT INCLUDED*		
ADDITIONAL PUBLIC OPEN SPACE / PEDESTRIAN ENHANCEMENTS	**3,200**		
N. MARY ST PEDESTRIAN IMPROVEMENT (ROW NOT INCLUDED)	1,600	X	
S. MARY ST PEDESTRIAN IMPROVEMENT	1,600	X	
TOTAL GSF	**~59,500**	**~17,800**	**~41,700**

Table 4.3.1 Estimated Open Space Scenario (upon full completion)

NOTE: Residential open space may be provided as public open space per Figure 4.3.4

ADDED

DELETED: ~59,100, ADDED: ~59,500

DELETED: ~50,600, ADDED: ~17,800

DELETED: ~28,900, ADDED: ~41,700



Fig. 4.3.4 Open Space Typologies and Locations

Open Space Typologies Legend

- Privately Owned Public Open Space
- Public Open Space - rooftop
- Private Open Space (optional H1 terrace)
- Pedestrian-only Alley / Paseo
- Pedestrian Enhancement

UPDATED label error

draft

NOTE: Tracked changes to July 2015 D4D

4.4 MARY COURT

Mary Court is planned as a highly versatile, active, urban open space that will serve the needs of the 5M tenants and residents as well as the neighboring SoMa communities and the greater City.

Complementing the nearby Yerba Buena Gardens and the proposed Chronicle Rooftop, which provide green respites within the city, Mary Court is a platform for creativity and interaction. Primarily hardscape with flexible structures, the space is intended to facilitate a range of informal and formal activities, including:

- play space for kids (and adults),
- dance performances,
- plays and live music,
- interactive art installations,
- art exhibitions,
- general seating and people watching,
- café and/or temporary retail kiosks,
- program containers and pods,
- food trucks,
- dog run, and ← **ADDED**
- festivals and weekend markets.

An overhead canopy structure is also envisioned, in select locations, to provide an armature for lighting and space heating elements, sculpture and public art, as well as recreational play elements. The canopy will provide users with additional shelter and protection from the wind and rain.



Creative play sculpture / Santa Monica, CA



Flexible open space with movable seating supports multiple types of activities and events; the canopy provides shelter and an armature for open space infrastructure

Mint Plaza / San Francisco, CA

Fig. 4.4.1a Mary Court Program Precedents

draft

NOTE: Tracked changes to July 2015 D4D

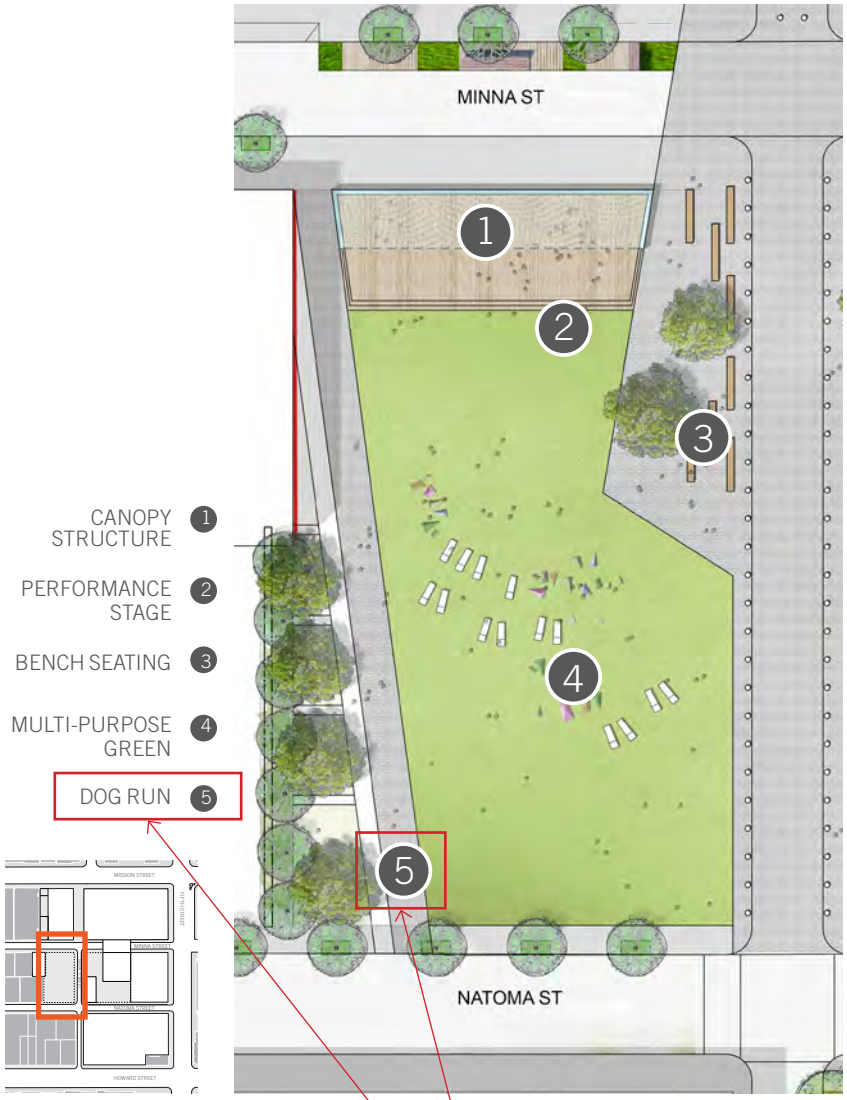

Fig. 4.4.1b Mary Court West – Example Illustrative Plan

ADDED

ADDED

DELETED: Youth Center, ADDED: Farmer's market

DELETED: Climbing wall, ADDED: Boardwalk

DELETED: Farmer's market, ADDED: Cafe deck/kiosks



Fig. 4.4.1c Mary Court East– Example Illustrative Plan

draft

NOTE: Tracked changes to July 2015 D4D



Stanley Park / Westfield, MA

Fig. 4.5.5 Social Greenhouse Example

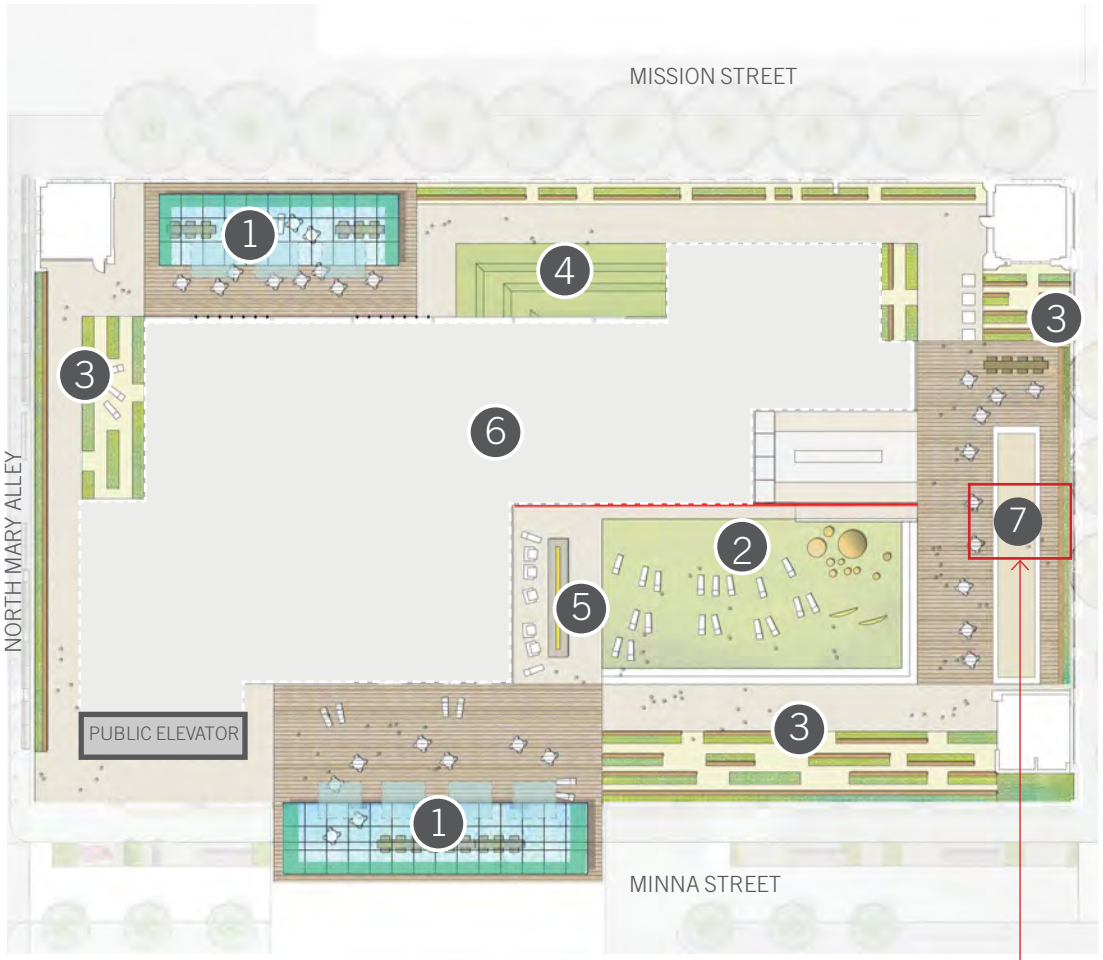

Fig. 4.5.1b Chronicle Rooftop - Example Illustrative Plan

DELETED: 1
ADDED: 7

1. PUBLIC GREENHOUSES
2. SYNTHETIC TURF WITH RADIANT HEAT
3. FARM
4. LOUNGING LAWN
5. FIRE BENCH
6. ZONE OF MECHANICAL
7. CAFE / KIOSK ← **ADDED**

draft

NOTE: Tracked changes to July 2015 D4D

4.7 STREETS AND ALLEYS

The streets and alleys at 5M range from serving pedestrians to managing loading and garbage collection. In all cases, the urban pedestrian experience is a key consideration in the formal and operational design of each streetscape.

STREET TYPES

Paseo: Paseos are pedestrian-only alleys that prioritize the street's use as pedestrian space. The paseo within the District is North Mary.

Shared Public Way: Shared public ways are public rights-of-way designed for pedestrian use that also permit vehicles and bicycles to share the space. The shared public ways within the District are Central Mary and South Mary.

Interior Streets: Interior streets, while still pedestrian-oriented, must accommodate increased levels of vehicular and loading activity within the District. The interior streets within the District are Minna, Natoma, and Mary.

Perimeter Streets: Perimeter streets connect the activity of the interior to these streets and to the wider neighborhood. The three perimeter streets within the District are Mission, Fifth and Howard.

Find additional information on street type designations in the San Francisco Better Streets Plan.

4.7.1 SIDEWALK WIDTHS

All streets and alleys within the District shall provide the minimum sidewalk widths identified in Table 4.7.1. See Figures 4.7.1b for specific street and sidewalk widths.

	STREET OR ALLEY	BSP STREET TYPE*	BORDERING STREETS	EXISTING WIDTH (N/S, E/W)	REQUIRED MIN. WIDTH	PROPOSED WIDTH (N/S, E/W)
A	MISSION	Downtown commercial		- / 15'	10'*	Existing
B	5TH[1]	Downtown commercial	Mission & Howard	- / 10'	10'*	**- / 18'**
C	HOWARD	Mixed-Use		11'-6" / -	12'	**12' / -**
1	NORTH MARY	Paseo	Mission & Minna	-	6'**	N/A (Pedestrian only alley)
2	CENTRAL MARY	Alley (Shared Public Way)	Minna & Natoma	5' / 5'	9'	Existing **/ 10'**
3	SOUTH MARY	Alley (Shared Public Way)	Natoma & Howard	- / 6"	6'**	Existing
4	MINNA	Alley	5th & Mary	9' / 11'	6'	Existing
5	NATOMA	Alley	5th & Mary	6' / 7'-6"	6'	Existing

Table 4.7.1 Sidewalk Widths

*Per San Francisco Street Types Map (v. 7, 5/15/2012), per Better Streets Plan, SFPD and Downtown Streetscape Plan
**Does not include building setback
[1] One loading area of 8' x 60' permitted within sidewalk width per block.

DELETED: 8' / 8',
ADDED: Existing

draft

NOTE: Tracked changes to July 2015 D4D

4.7.2 PEDESTRIAN-ONLY ALLEY (PASEO)

Pedestrian-only alleys shall provide amenities, including seating, landscaping, pedestrian lighting, retail displays, café access, and opportunities for temporary kiosks and/or food and retail trucks. See *Section 4.8 North Mary Street*.

4.7.3 SHARED PUBLIC WAY

Streets designated as shared public ways shall prioritize pedestrian usage by including design elements like special paving, shallow curbs, landscaping, and street furnishing. Shared public ways shall also accommodate vehicles and loading at reduced speeds. As per the requirements of ADA, the vehicular path of travel shall be physically demarcated for people with visual impairments.

4.7.3 GUIDELINES: SHARED PUBLIC WAY

Design should encourage reduced speeds without impeding circulation and access. Interior streets should feel safe and comfortable and integrate parking or loading access into the overall District streetscape design. Examples include, but are not limited to, raised traffic table, chicanes, etc.

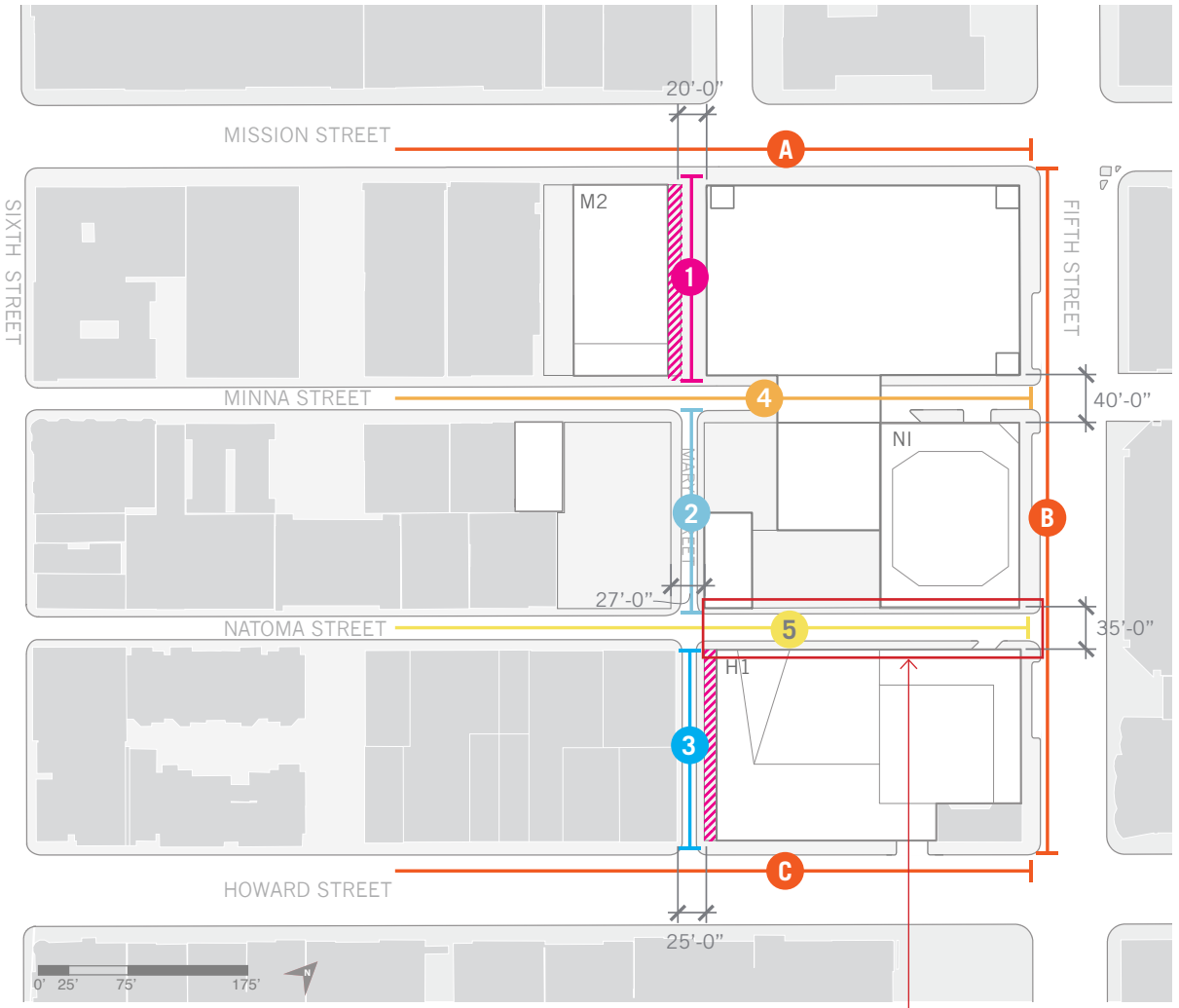

Fig. 4.7.1a Street Types

Street Types Legend

Building setback area

UPDATED to maintain existing condition on Natoma Street

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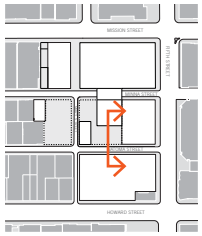
NOTE: Tracked changes to July 2015 D4D



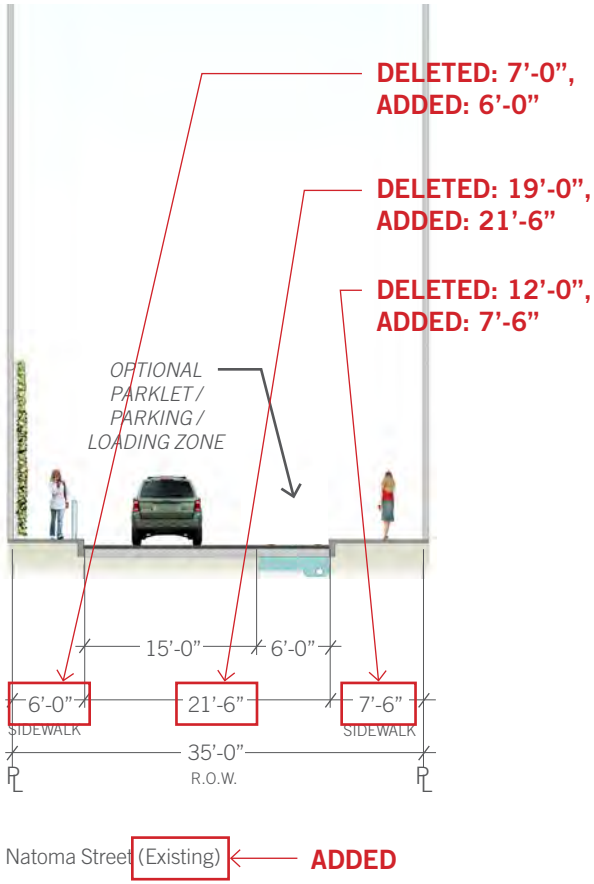


Fig. 4.7.1b Street Sections cont'd



Rue du Tresor / Québec, Canada

Fig. 4.7.2 Paseo Example



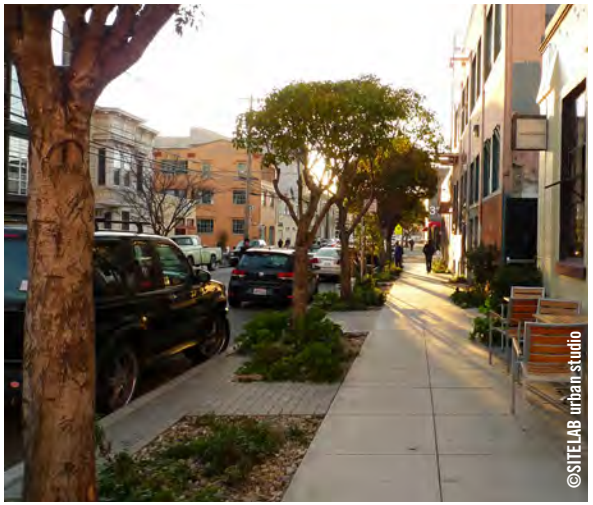
Raised Crosswalk at Palouk / Prague-Strašnice, Czech Republic

Fig. 4.7.4 Interior Street Example



Linden Street / San Francisco, CA

Fig. 4.7.3 Shared Public Way Example



20th Street / San Francisco, CA

Fig. 4.7.5 Perimeter Street Example

draft

NOTE: Tracked changes to July 2015 D4D

5.2 BUILDING HEIGHTS

While height is measured and regulated by absolutes, the intention of height controls is to sculpt the city – from the experience of the skyline to the experience on the street.

5.2.1 HEIGHT DISTRIBUTION

Buildings shall not exceed the applicable maximum occupiable height as indicated by Figures 5.2.1a and Table 5.2.1, and as set forth in the Planning Code. Occupiable heights refer to the top of the last occupiable floor of the building.

Per Planning Code, mechanical/elevator overruns and rooftop appurtenances are permitted above the occupiable height limit. Such features are permitted to extend a maximum of 20 additional feet in height, provided that the overruns are non-occupiable. For the purpose of sculpting the skyline, creating height differentiation, and managing larger mechanical/elevator overruns, the N1 and H1 buildings shall be permitted a lantern structure up to the maximum height of structure for each building: 470-feet maximum for the N1 building and 395-feet maximum for the H1 building. See Figure 5.2.1b.

The existing Chronicle, Camelline, and Dempster buildings shall be retained, and thus the height and bulk limitations of those buildings shall conform to those buildings' height and bulk, per the 5M SUD. ADDED

5.2.2 MAXIMUM NUMBER OF TOWERS

No more than two buildings with occupiable heights greater than 200 feet shall be permitted on site.

5.2.3 HEIGHT DIFFERENTIATION

Towers shall be designed to maintain a minimum 25-foot difference in total height of the buildings, inclusive of architectural penthouses or screens that are an integral building feature. Purely mechanical or building core penthouses not included. See Figure 5.2.3.

5.2.1 GUIDELINES: HEIGHT DISTRIBUTION

Consideration should be given to height differentiation between on-site high-rise buildings and those immediately adjacent, including the 340-foot tall Intercontinental Hotel (888 Howard Street).

Height Legend

0' - 100'
100' - 300'
300'+

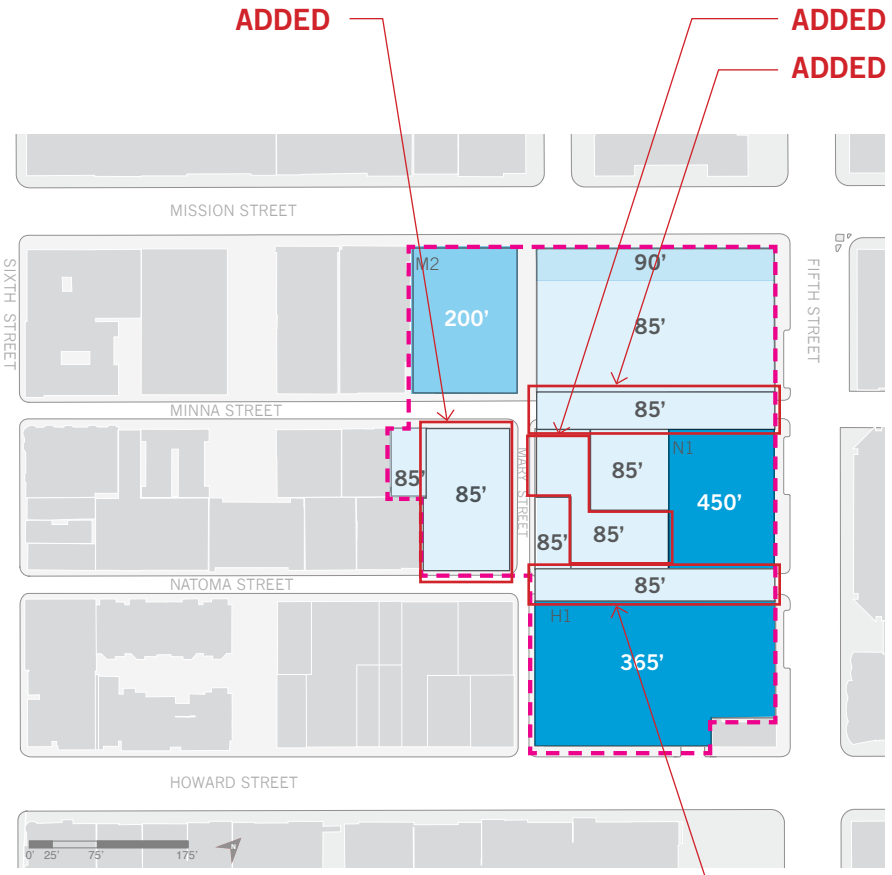


Fig. 5.2.1a Maximum Occupiable Heights

PARCEL	MAXIMUM OCCUPIABLE HEIGHT (ft)	MAXIMUM HEIGHT OF STRUCTURE (ft)
CHRONICLE + EXAMINER	85 / 90 / 85	90
M2	200	220
N1	450	470
CAMELLINE	85	85
DEMPSTER PRINTING	85	85
H1	365	395

Table 5.2.1 Maximum Building Heights

draft

NOTE: Tracked changes to July 2015 D4D

5.3.3 STREETWALL LENGTH

A minimum 60 percent of block length frontage is required for streetwalls on Mission Street, Fifth Street, and Howard Street and shall extend to the Streetwall Height per Figure 5.3.4. Measurements are based on linear street to street dimensions, as measured at ground level. For more detail on entries, see *Section 5.5 Ground Floor*.

5.3.4 BUILDING SETBACKS

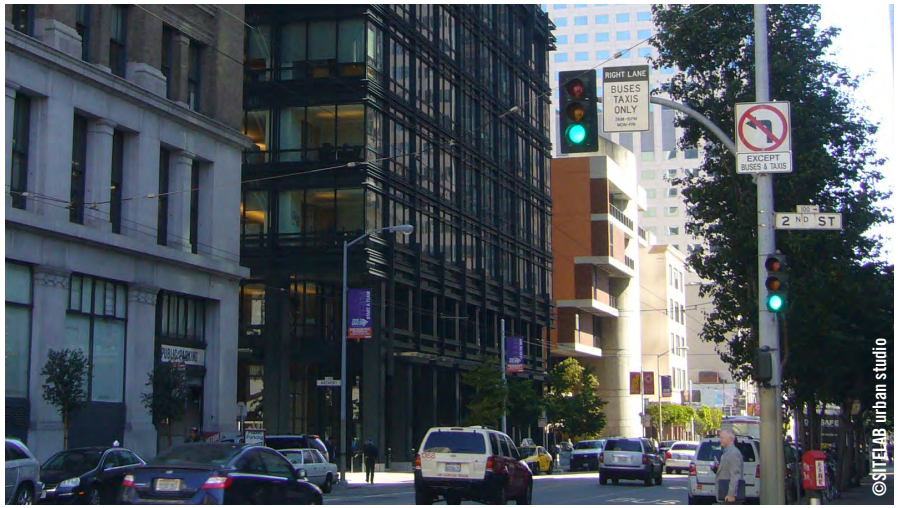
The existing Chronicle building creates an important pre-existing streetwall at the property line, reinforced by smaller buildings adjacent to the site on Fifth and Howard Streets. New buildings shall maintain the continuity of this streetwall. Setbacks on Mission, Fifth, and Howard Streets shall not exceed 4 feet from property line, as shown in Figure 5.3.4. Building setbacks along Mary Street per Figure 4.7.1a shall be permitted in order to expand the open space of Mary Street provided that they are continuous to maintain a consistent streetwall. No building setbacks are required within the project site.

ADDED

5.3.5 STREETWALL CORNERS

In order to create the strong building corners that are typically found in downtown, a 100 percent streetwall for a minimum of 20 feet, in plan, from the corner of the building and a first floor minimum, in height, is required within corner zones on the ground floor, as shown in Figure 5.3.4. Exceptions are permitted for rounded or chamfered corners necessary to manage wind conditions at the ground level.

REMOVED: minimum of 50 feet high is required within corner zones,
ADDED: first floor minimum, in height, is required within corner zones on the ground floor



Streetwall articulation through introducing stepback in massing



Breaking the building volume creates perceivable streetwall

Fig. 5.3.3 Streetwall Examples

draft

NOTE: Tracked changes to July 2015 D4D

5.4 BULK CONTROLS

Seen together, high-rise buildings at 5M should create a well-crafted urban form that positively contributes to the overall experience of the San Francisco skyline.

5.4.1 BULK CONTROLS

Parcels indicated as "X" and "S" shall comply with the applicable Planning Code bulk controls as reflected in Figure 5.4.1. Permitted exceptions are identified for parcels zoned as 365-X, defined by *Section 5.4.2*.

5.4.2 365-X TOWER CONTROLS

The 5th Generation commercial tower, described in *Section 1.6 5M Project Vision: Generation Five at 5M*, must do two things: (1) Create large, connected interior floorplates to respond to growing market demand and (2) Contribute to the evolving urban form of San Francisco's skyline.

To meet both goals, the following bulk standards balance interior expansiveness with controls to break down the perception of bulk on the skyline by creating a two-tower form.

The following standards shall regulate parcels zoned 365-X:

➔ **TWO-TOWER FLOORPLATES.** Above the base, the building shall be designed to be perceived as two towers, connected internally. Each of the expressed towers shall comply with Table 5.4.2. The Minimum Offset must be maintained on both sides where the two "expressed" floorplates meet.

➔ **TWO-TOWER HEIGHT DIFFERENCE.** The two-tower building shall maintain a minimum height difference of 40 feet between expressed towers, measured as the difference of each expressed tower's total height inclusive of architectural elements. See Figure 5.4.2a.

➔ **TWO-TOWER REVEAL.** On the South side facing Howard, where the two volumes of the building meet, the buildings shall include a vertical recess/reveal of a minimum dimension of 8 feet by 10 feet in plan.

➔ **TWO-TOWER DIFFERENTIATION.** The two volumes within the two-tower building shall have different architectural treatments, differentiated through the use of either material, color, vertical articulation elements or spacing. See Figure 5.4.2a. For more information, refer to *Section 6.4 Architectural Design: Commercial Tower (H1)*.

Methodology for determining lower tower heights follows the Bulk Limits per Table 5.4.2 .

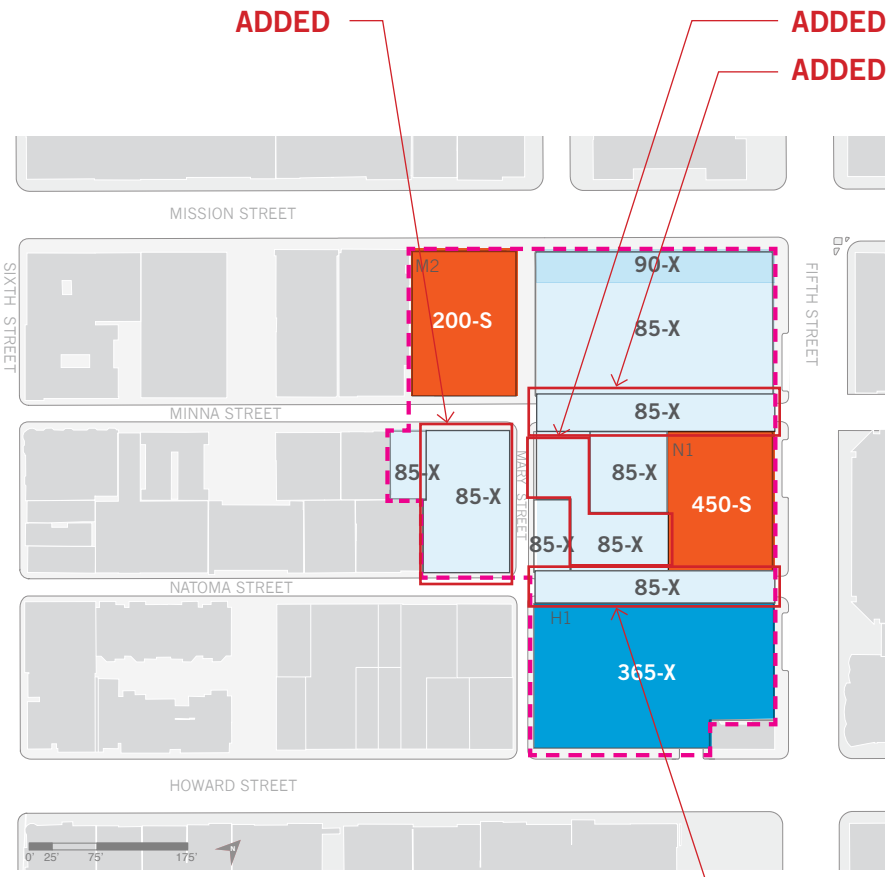


Fig. 5.4.1 Maximum Occupiable Height and Bulk Zones

Height and Bulk Legend

- X-District per Planning Code
- 365-X per Section 5.4.2
- S-District per Planning Code

draft

NOTE: Tracked changes to July 2015 D4D

5.5 GROUND FLOOR

The 5M Project is anchored by an active ground plane made rich by an expanded set of permitted active uses, a focus on transparency, creative storefronts, and connected interior and exterior spaces that utilize the intersecting streets.

5.5.1 ACTIVE GROUND FLOOR USES

➔ **PERMITTED USES** In addition to ground floor uses otherwise permitted in the C-3-S District, any retail, office, education or cultural use is also permitted on the ground floor of existing buildings. Ground floor uses at the ground floor level for all new construction buildings facing a major street (Fifth, Mission or Howard Streets) are permitted if: (i) the use does not require non-transparent walls facing the street, and (ii) no less than 60 percent of the linear street-facing frontages of each such use shall be fenestrated with a minimum of 70 percent transparency. The areas of glazing which count toward the transparency requirement must be unobstructed by solid window coverings, window signs, or other features or characteristics that impede visibility from the public realm into the interior of the ground floor of the building.

See permissible active ground floor examples in Figure 5.5.1b, which include, but are not limited to: locally serving retail and services; community rooms and kitchens; recreational and arts facilities, collaborative workspaces, workshops, education, markets, cafes, and restaurants.

➔ **NEIGHBORHOOD SCALE (M2, N1)** For buildings M2 and N1, ground floor office shall not be permitted. In order to create neighborhood scale, ground floor active uses shall not exceed 5,000 occupied square feet per use. Spaces may be up to 10,000 occupied square feet provided that they are shared by multiple, independent retailers or service providers, for example a market hall.

ADDED

➔ **ACTIVE OFFICE (H1)** Active office is permitted for the ground floor of the H1 building. For office uses, internal partitions shall be set back from street frontages at least 20 feet from street-facing windows.

➔ **PRIORITY RETAIL** Except as provided in the 5M SUD, at least 25 percent of the linear frontage of the ground floor of new buildings shall contain "active commercial uses" as defined by Section 145.4(c), excluding frontage dedicated to parking and loading access, building egress, and mechanical and core systems. The active commercial uses required by this section shall be provided within the first 25 feet of building depth.

DELETED: and (iii) for office uses, internal partitions shall be set back from street frontages at least 20 feet from street-facing windows. (MOVED to *Active Office (H1)*, shown in underlined)

DELETED: Minimum Active Ground Floor: For new construction in the District, at least 70 percent of the linear frontage in the Primary Active Frontage Zone, as illustrated in Figure 5.5.1a, shall contain a permitted active ground floor use. At least 50 percent of the linear frontage in the Secondary Active Frontage Zone shall contain a permitted active ground floor use.

draft

NOTE: Tracked changes to July 2015 D4D

6.1 DISTRICT-WIDE BUILDING TREATMENT

Building treatment should respond to the context, creatively reinterpreting the San Francisco and SoMa architectural tradition, with consideration to environmental performance, proportional elegance, and identity on the skyline.

6.1.1 OVERALL BUILDING ARTICULATION

The articulation for all buildings in the district shall be read cohesively. Building articulation within the district shall express the existing SoMa context, including texture, materiality, colors, and relationships to existing surrounding building heights and relate to the massing components defined in *Section 5.1.1 Building Form + Massing: Overall Building Massing*.

Residential buildings, M2 and N1, shall express a residential grain and character, which may be achieved through a defined residential floor-to-floor height on the building exterior through facade articulation or architectural features, such as balconies and terraces.

ADDED

6.1.1 GUIDELINES: OVERALL BUILDING ARTICULATION

Façade character: Façades should have modulation and articulation to create visual interest and contemporary architectural character. For taller buildings, dominant vertical articulation is preferred, see *Sections 6.3 High-Rise Residential Tower (N1)* and *6.5 High-Rise Commercial Tower (H1)*.

All buildings are encouraged to respond to surrounding features, such as building heights, streetwalls, and material character. Existing buildings on the site and adjacent—the Chronicle, Dempster Printing Building and 198 5th Street—provide datums and materiality cues that the project buildings should integrate.

Environmental façades: Façades with southern and western exposure are encouraged to include passive solar shading devices, including louvers, sun shades, brise soleil, double skins, and fins, to balance solar access with heat gain control. Building façades are encouraged to include wind-baffling measures where necessary to address wind conditions at the ground level. Façades that enhance internal daylighting are encouraged.

Transparency: A balance of transparency and façade articulation is encouraged. Art installations, graphic patterning, or material textures are encouraged for façade articulation on opaque areas, such as building cores and service areas.

Residential buildings: Variation in the scale of facade articulation is encouraged to add visual interest to an overall, uniform pattern.

ADDED

ADDED photo



Alto Vetro / Dublin

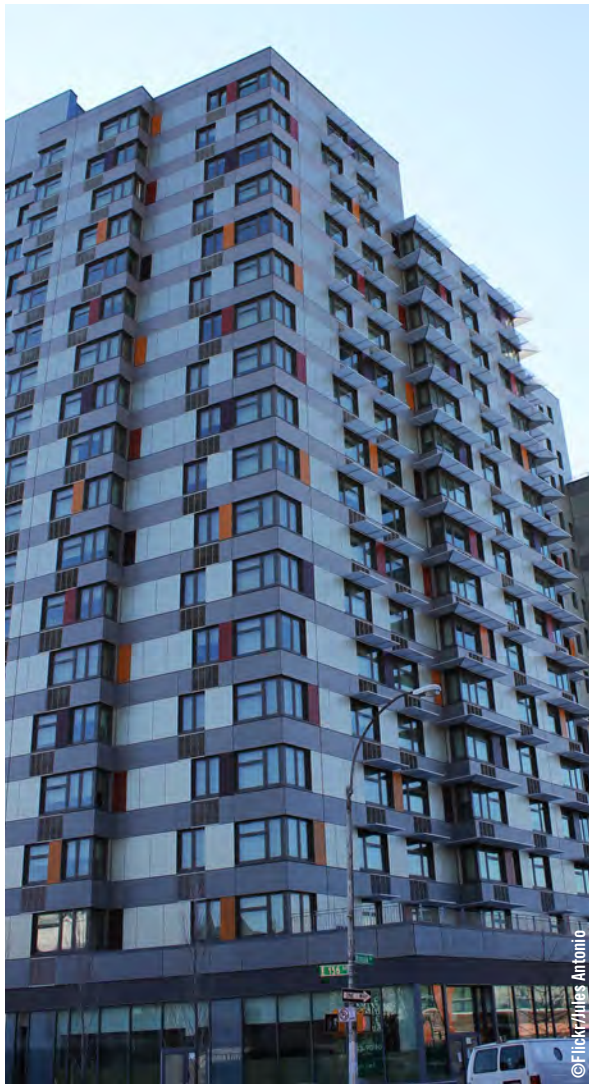
Fig. 6.1.1 Residential Building Examples: Offset balconies create an exterior rhythm within uniformly expressed floorplates

ADDED

draft

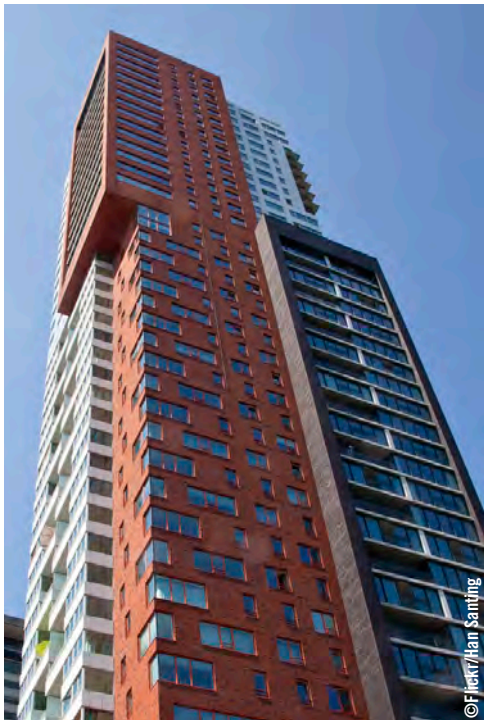
NOTE: Tracked changes to July 2015 D4D

ADDED photo



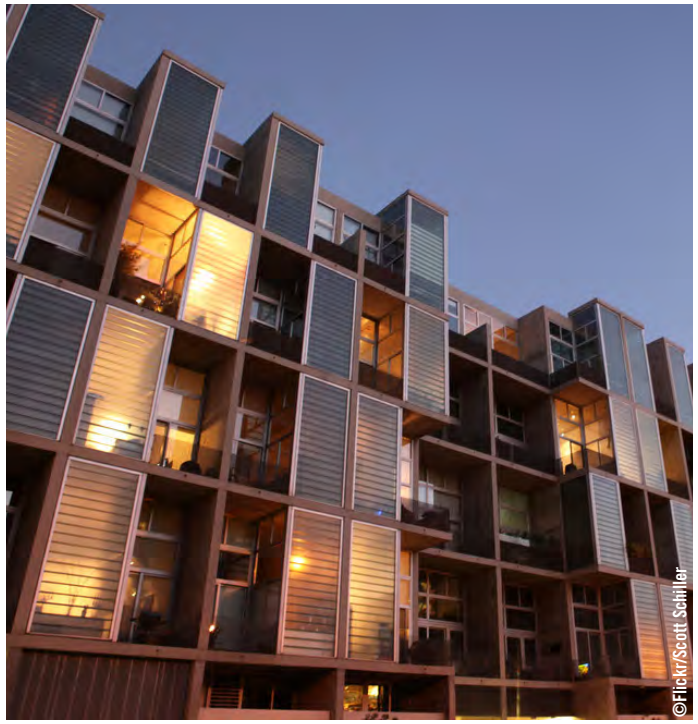
Via Verde / New York

ADDED photo



Montevideo / Delft

ADDED photo



855 Folsom / San Francisco

Fig. 6.1.1 Residential Building Examples: Multiple massing volumes break up singular volume / Individual units are expressed through facade articulation

ADDED

draft

NOTE: Tracked changes to July 2015 D4D

6.3 HIGH-RISE RESIDENTIAL TOWER (N1)

The N1 building is designed with efficient residential floorplates with a strongly integrated base that reinforces the streetwall.

6.3.1 VOLUMETRIC DIFFERENTIATION

N1 shall be expressed as a single vertical volume or two complementary interlocked volumes. If a single volume, the building shall include modulation per Figure 6.3.1. The modulation shall appear continuous and consistent on the volume with curvilinear or faceted moves.

The base shall be designed to read as a volume separate from the tower, to relate to the scale of the streetwall. The volume of the base shall be read as solid and heavy, contrasted with the volume of the tower.

6.3.2 FAÇADE ARTICULATION

The tower volumes shall express a more residential scale. The façade shall emphasize a fine grain pattern that relates to the scale of one to two floor heights (approximately 10 feet to 20 feet).

6.3.3 RELATIONSHIP TO HISTORIC CONTEXT

Building shall relate to the Chronicle building per Figure 6.3.3. Refer to *Section 5.1.6 Building Form + Massing: Overall Building Massing: Relationship to Historic Context.*

6.3.2 GUIDELINES: FAÇADE ARTICULATION

At the building base, the façade should relate to SoMa texture and materiality, and the pedestrian scale, as illustrated in Figure 6.5.2b. A distinctive building base, contrasted with the lightness of the tower, is encouraged. If tower is made up of two different volumes, no modulation is required, as illustrated in Figure 6.3.1. If tower is made up of a single volume, modulation is required. Modulation may include faceting, curvature, and/or integration of projections in such a way to break the planes of the façade.

6.3.4 GUIDELINES: COLOR AND MATERIALITY

Differentiation of the tower and base with color is encouraged. The building should use a predominately neutral, light color palette on the tower portion. The palette should relate to the color of the Chronicle building but not replicate its exact color. The overall building color palette should appear complementary and cohesive and take into account adjacent historic buildings. Heavy, natural materials, such as brick, masonry, and wood, are encouraged for the base portion.

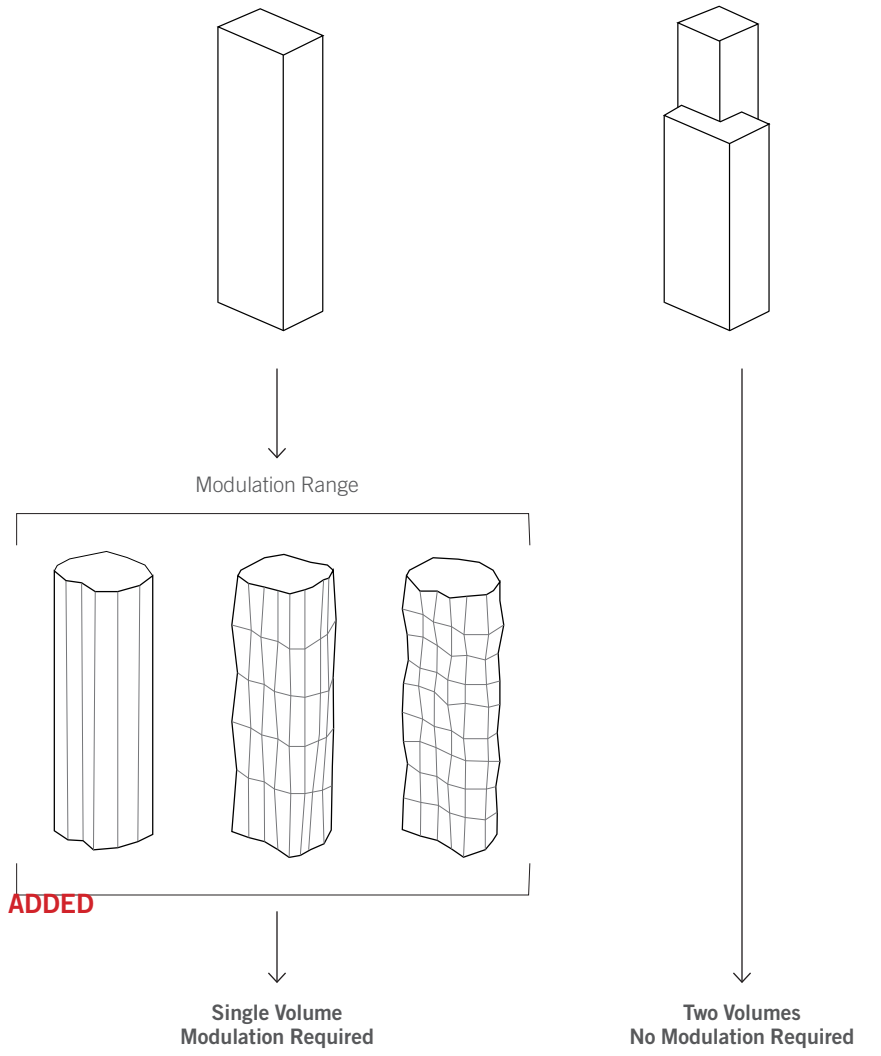


Fig. 6.3.1 N1 Volumetric Differentiation: Example of Modulation

draft

NOTE: Tracked changes to July 2015 D4D

6.4 HIGH-RISE COMMERCIAL TOWER (H1)

The H1 building should be designed to relate to both the San Francisco skyline and the local context. On the skyline, H1 should be perceived as two complementary towers. At the street, a strong streetwall and pedestrian level transparency and activity connect it to the SoMa surroundings.

6.4.1 VOLUMETRIC DIFFERENTIATION

The H1 building shall be comprised of three of distinct volumes: the base and the two complementary towers. These volumes shall be different but related as interlocking, and complementary architectural expressions. For additional detail on bulk controls, see *Section 5.4 Building Form + Massing: Bulk Controls.*

6.4.2 FAÇADE ARTICULATION: TWO-TOWERS

The complementary towers shall be different in either type of articulation or color. The distinction between the forms should be visually legible from both afar, at a city skyline view, and near, at a street level view. For more information, refer to *Section 5.4.2 Building Form + Massing: Bulk Controls: 365-X Commercial Tower Controls.*

At least one tower shall express a vertical articulation with features such as fins, louvers, a rainscreen, or similar. For this tower, both the articulation element and the space between the articulation elements shall be a ratio of at least 1:2 (width:height) and shall express a predominantly vertical façade rhythm. See Figure 6.4.2b.

6.4.3 FAÇADE ARTICULATION: BASE

The base shall display a horizontal expression on at least 1/3 of its total façade, to contrast the vertical façade design of the towers and respond to the street.

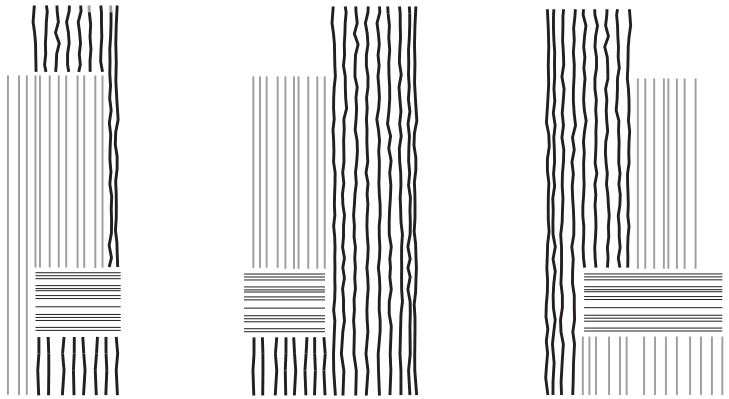
6.4.4 RELATIONSHIP TO HISTORIC CONTEXT

The architectural design shall reference existing building heights. This articulation shall occur anywhere within a 10-foot zone, 5 feet above and below the existing 198 Fifth Street building height, and shall occur anywhere within a 20-foot zone, 10 feet above and below the existing 430 Natoma Street building height and 934 Howard Street building height, per Figure 6.4.4. Refer to *Section 5.1.2 Building Form + Massing: Overall Building Massing: Relationship to Historic Context.*

ADDED

6.4.5 GUIDELINES: COLOR AND MATERIALITY

Predominant color palettes should visually distinguish the two tower volumes from one another. The two towers should express different color palettes which include warm, cool, or neutral. The overall building color palette should appear complementary and cohesive and take into account adjacent historic buildings.



"Wrapping" of pattern and color moves from the vertical to horizontal massing

Fig. 6.4.1 H1 Volumetric Differentiation: Pattern and Color

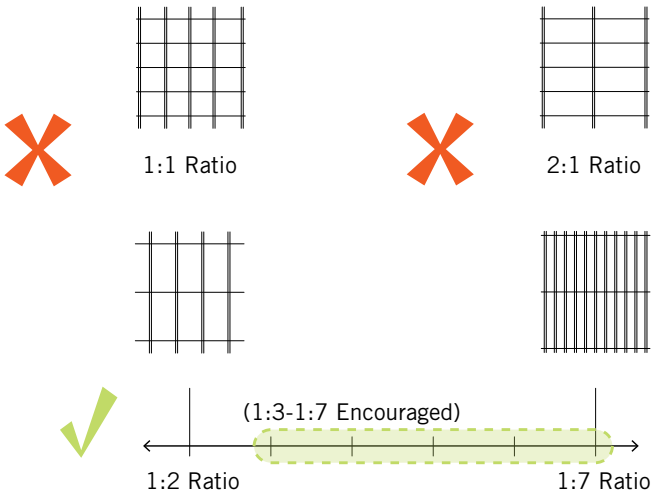


Fig. 6.4.2b H1 Façade Articulation: Vertical Façade Proportions

draft

NOTE: Tracked changes to July 2015 D4D



Brandhorst Museum / Munich, Germany



Songdo / Incheon, South Korea

Fig. 6.4.2a H1 Façade Articulation Examples

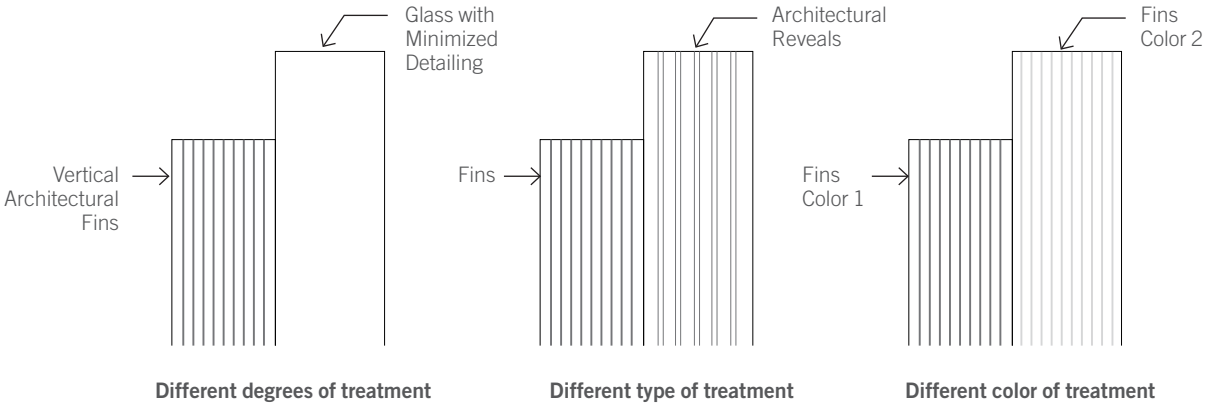
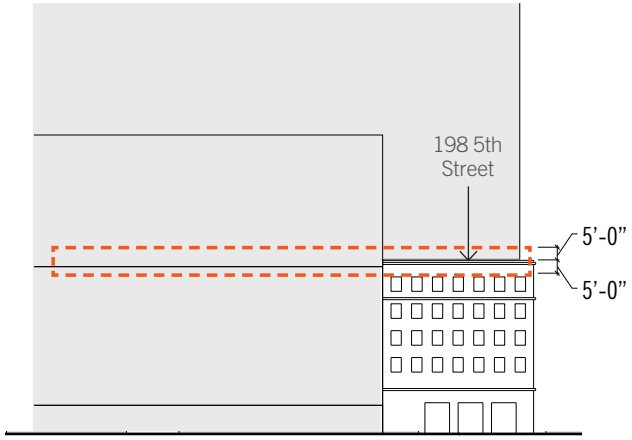
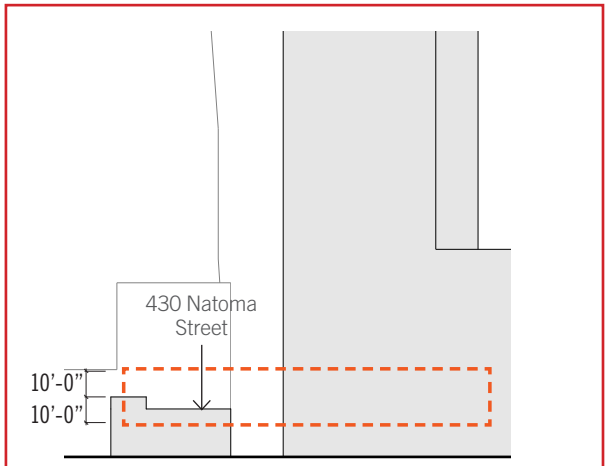


Fig. 6.4.2c H1 Façade Articulation: Treatment Examples



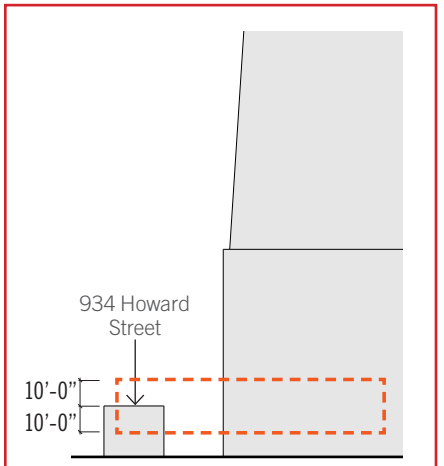
H1 relationship to 198 5th Street

ADDED diagram



H1 relationship to 430 Natoma Street (Camelline Building)

ADDED diagram



H1 relationship to 934 Howard Street

Fig. 6.4.4 H1 Relationship to Historic Context

draft

NOTE: Tracked changes to July 2015 D4D

6.5 PROJECTIONS

Projections, such as balconies and façade systems, enhance design, improve the articulation of building form and mass, and contribute to environmental conditions within and around the buildings.

6.5.1 ENCROACHMENTS

Encroachments, on the ground or immediately overhead, project into the right-of-way or public open spaces.

➔ **BUILDING PROJECTIONS.** Projections necessary to address wind hazards or improve pedestrian comfort shall provide at least 14 feet vertical clearance from sidewalk grade, shall have no more than 25 linear feet of continuous surface area that is solid, and shall have a maximum depth of 15 feet. See Figure 6.5.1a and Figure 6.5.1b.

➔ **OPEN SPACE PROJECTIONS AND OBSTRUCTIONS.** Open space projections shall comply with *Section 4.4.4 Open Space + Streetscape: Mary Court: Overhead Structures.*

DELETED: 10 feet, ADDED: 14 feet

DELETED: canopies, ADDED: projections

DELETED: opaque, ADDED: solid

DELETED: canopies, ADDED: projections



Mission Street / San Francisco, CA



Old Navy / San Francisco, CA

Fig. 6.5.1a Encroachments: Projection ~~Examples~~

DELETED: Canopy, ADDED: Projection

Projection ~~Examples~~ Legend

DELETED: Canopy, ADDED: Projection

Solid

DELETED: Opaque, ADDED: Solid

Translucent/Transparent

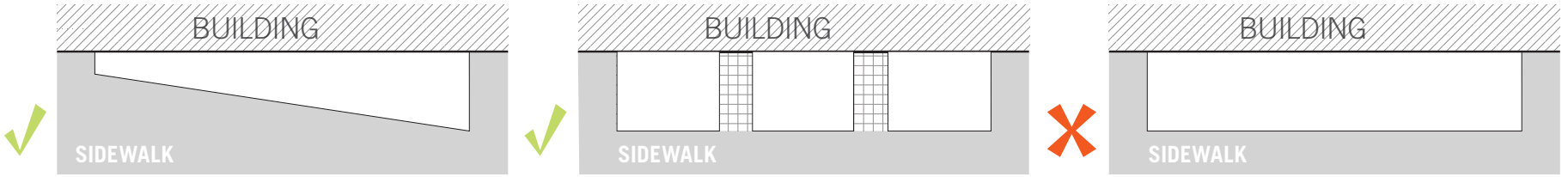


Fig. 6.5.1b Encroachments: Projection ~~Plan Scenarios~~

DELETED: Canopy, ADDED: Projection

draft

NOTE: Tracked changes to July 2015 D4D

➔ **CHRONICLE BUILDING (901 MISSION STREET).** The Chronicle building shall be recognized as an existing, important asset for the City and 5M.

➔ **DEMPSTER BUILDING (447 MINNA STREET).** As a registered historic structure, the Dempster building shall be retained and rehabilitation shall comply with the Secretary of the Interior's Standards.

➔ **CAMELLINE BUILDING (430 NATOMA STREET).** The Camelline building shall be retained and rehabilitation shall comply with the Secretary of the Interior's Standards. In each case, the scope of features subject to the Secretary of the Interior's Standards and the process for review is set forth in mitigation measures identified through the environmental review process.

6.7.1 GUIDELINES: EXISTING STRUCTURES

➔ **CHRONICLE BUILDING (901 MISSION STREET).** The Fifth and Mission Street building façades should be maintained without major visual or aesthetic changes. Renovations and interventions are permitted on the Mary Street façade, especially for increased transparency, entries, elevator/stair accessibility, building treatment, wayfinding, and street activation, to emphasize the public nature of the building. Renovations, interventions, and additions are also permitted for the Minna Street façade. The Minna Street façade design, with the demolition of a portion of the Examiner building, may also include additional entries to the building and retail-oriented street level frontages. The new facade should be distinct from the Chronicle building, to clearly delineate the new from the old.

Interventions and building additions are encouraged for the Chronicle roof, for the purposes of public open space, public open space access, active arts/retail uses, and stormwater/sustainable design strategies. Interventions and additions to the Chronicle roof should consider the prominence of the clock tower as viewed from below. Interventions and additions to the Chronicle roof are permitted to be visible above the parapet walls and should be designed to enhance the character of the Chronicle as a beacon for the 5M site.

➔ **THE EXAMINER BUILDING (110 FIFTH STREET).** The Examiner building creates an opportunity to retain and adapt an existing non-historic ~~building to serve the site and~~ the open space. The loading bays may be repurposed as retail or other activating use. A partial demolition allows for a new facade. The new facade where visible should be coordinated with any new facade or intervention on the Minna Street side of the Chronicle Building, but is not required to match it. The new facade should be distinct from the existing structure -- either through materiality, detail, scale of modulation, or other architectural strategy to distinguish the new from the old.

ADDED: non-historic

➔ **THE CAMELLINE BUILDING (430 NATOMA STREET / 49 MARY STREET).** The rehabilitation of the secondary facades of the Camelline building should prioritize building treatments, transparency levels, material selection, and temporary elements that relate the building to, and serve to enhance, its surrounding public open space.

➔ **DEMPSTER BUILDING (447 MINNA STREET).** The rehabilitation of the secondary facades of the Dempster, building should prioritize building treatments, transparency levels, and material selection that enhance the creative, accessible, multi-functional intent of the building and its close proximity to Mary Court.

draft

NOTE: Tracked changes to July 2015 D4D

7.4 LOADING AND SERVICES

To balance the pedestrian realm with the necessities of loading and servicing each building, loading is split with service delivery vehicles located below grade and freight loading at grade. Pedestrians, vehicles and bicycles will share these streets–making it critical that the layout and design of the on-grade loading be integrated into the building architecture and streetscape design in a manner that resonates with the culture of SoMa's streets and alleys.

7.4.1 LOADING SPACES

Three options for loading shall be provided in the minimum quantities listed in Table 7.4.1:

➔ **SERVICE DELIVERY LOADING.** Space for parking and servicing of service delivery vehicles shall be provided within the first subterranean level of the basement parking. Recommended locations for service delivery loading are identified in Figure 7.4.3. Service delivery spaces shall be a minimum of 8 feet by 20 feet with 7-foot vertical clearance.

➔ **OFF-STREET FREIGHT LOADING.** Space for parking and servicing of freight vehicles shall be provided off-street, within the building parcel to be served, or within a 200-foot radius thereof. Recommended locations for off-street freight loading are identified in Figure 7.4.3.

➔ **ON-STREET LOADING.** Curb-side loading zones shall be provided, as needed, in the locations designated in Figure 7.4.3.

[1] Percentages based on City and County of San Francisco, Transportation Impact Analysis Guidelines for Environmental Review, October 2002; Table H.

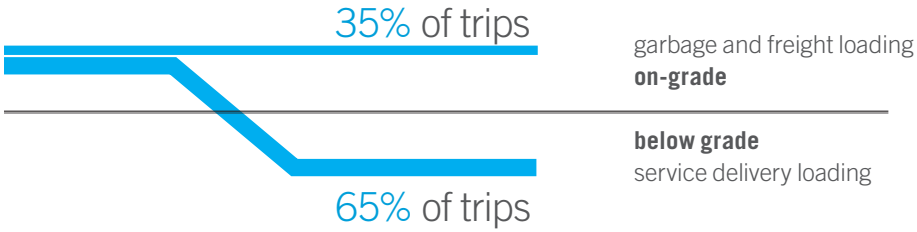


Fig. 7.4.1 Split Loading Strategy.[1]

BUILDING	SERVICE DELIVERY	OFF-STREET FREIGHT	ON-STREET FREIGHT
CHRONICLE + EXAMINER	-	-	2
M2	-	-	2
N1		1	1
CAMELLINE	-	-	-
DEMPSTER PRINTING	-	-	-
H1	6	3	2
TOTAL	**6**	**4**	**7**

Table 7.4.1 Minimum Loading Requirements (spaces per building)

DELETED: 8 ADDED: 6

DELETED: 5 ADDED: 4

DELETED: 8 ADDED: 7

***Table 7.4.1 changes made to correct calcuation error**

draft

NOTE: Tracked changes to July 2015 D4D

9.2 POLICY OVERVIEW

The 5M Project pursues the latest thinking in sustainable design, leveraging the opportunity of the site scale and the latest technology and practices available at the time of construction.

LOCAL SUSTAINABILITY POLICIES

5M sustainability goals stem from the following policies:

➔ **STATE ASSEMBLY BILL 32 (AB32) CALIFORNIA'S GLOBAL WARMING SOLUTIONS ACT, 2006.** AB-32 requires the State to reduce greenhouse gas (GHG) emissions to 1990 levels by the year 2020. An executive order further requires an 80% reduction below 1990 levels by 2050. The vast majority of these reductions come from efficient buildings and equipment.

➔ **SF CITY / COUNTY DEPARTMENT OF BUILDING INSPECTION GREEN BUILDING CODE AB-093, JULY 2014.** Building on AB-32, AB-093 requires project submittals, approved construction documents, and completed projects to conform to the Green Building code requirements of Chapter 13C of the San Francisco Building Code. AB-093 requires LEED certification for most new buildings and alterations.

➔ **STATE CALGREEN CODE, 2013.** CALGreen requires all public and private projects in California to meet the State's green building code, known as CALGreen (Chapter 11 of Title 24 building code). CALGreen requires sustainability measures across a wide range of issues including alternative transportation, waste stream separation, water conservation, low-emitting materials, and many others.

➔ **SF CLIMATE ACTION PLAN, 2004.** The Climate Action Plan provides scientific information on the causes of climate change and projections of its impacts. In May 2008, the San Francisco Environment Code was amended (Ordinance Number 81-08) to establish specific greenhouse gas reduction targets: 25% below 1990 levels by 2017, 40% below 1990 levels by 2025, and 80% below 1990 levels by 2050. A 2013 Climate Action Strategy provides target strategies to achieve the Action Plan goals: Source 100% of residential and 80% of commercial electricity from renewable sources, make 50% of all trips outside of personal vehicles, and achieve the San Francisco zero waste goal.

➔ **SF BETTER STREETS PLAN, 2010.** These design guidelines for San Francisco's pedestrian realm seek to balance the needs of all street users, with a particular focus on pedestrians and streets as open space. The plan features street ecology, street greening , and on-site storm water management; resource efficient elements and materials; streets as green corridors and habitat connectors; and a healthy urban forest.

➔ **SF STORMWATER DESIGN GUIDELINES, 2010.** These guidelines (Ordinance No. 83-10) direct projects to comply with City, State, and federal mandates for water quality protection through stormwater management—as well as providing a tool for watershed restoration, habitat creation and city greening.

➔ **SF RECYCLED WATER ORDINANCES (ADOPTED 2001, AMENDED 2004).** The City and County of San Francisco has enacted the Reclaimed Water Use Ordinances (Ordinances 390-91, 391-91, and 393-94, Article 22, San Francisco Public Works Code) requiring all property owners to install dual-plumbing systems for recycled water use within designated use areas under specific project circumstances.

➔ **THE CENTRAL SOMA PROJECT.** The San Francisco Planning Department is advancing related changes to allowed land uses, building heights, and pedestrian improvements in the Central SoMa. The proposed EcoDistrict aligns energy, water, and waste infrastructure systems.

➔ **SAVINGS BY DESIGN.** Savings by Design is an energy efficiency incentive program offered by Pacific Gas & Electric (PG&E). For projects exceeding Title 24's energy code by at least 10%, PG&E offers a one-time financial incentive intended to defray the cost of purchasing efficient technologies.

➔ **SF STANDARDS FOR BIRD-SAFE BUILDINGS, SEPTEMBER 2011.** The San Francisco Planning Code (Ordinance Number 199-11) established standards for bird-safe buildings to help reduce injury and mortality in birds caused by certain types of new construction, replacement facades, and building features.

➔ **SF CONSTRUCTION & DEMOLITION DEBRIS, 2006.** San Francisco adopted an ordinance (No. 27-06) for a mandatory program to maximize the recycling of mixed construction and demolition debris. The 5M Project must divert at least 75% of construction debris and at least 65% of demolition debris from the landfill to a Registered Facility and create a Demolition Debris Recovery Plan (DDRP).

➔ **SF BUILDING A BRIGHT FUTURE - ENVIRONMENTAL PLAN, 2008.** The Environmental Plan outlines how the City plans to achieve its environmental targets relating to climate protection; renewable energy and energy efficiency; zero waste; clean transportation; green building and urban forest.

REMOVED: 2012, ADDED: 2014

REMOVED: 2011, ADDED: 2013

ADDED

ADDED

REMOVED: falling between 10% and 30% better than

draft

NOTE: Tracked changes to July 2015 D4D

REMOVED: 13C.5, ADDED: 2013

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
ENERGY	ENERGY PERFORMANCE	New construction of large commercial and residential buildings requires the demonstration of compliance with 2013 California Energy Code, Title 24, Part 6 and must meet the LEED minimum energy performance (LEED EAp2) of at least a 10% energy cost reduction compared to ASHRAE 90.1 2007 or equivalent. GreenPoint Rated projects must demonstrate a 10% energy use reduction compared to Title 24, Part 6 (2013). Commercial and residential alternations: comply with California Energy Code, Title 24, Part 6 (2013).	SF GB Code 2013 SFO GHG Checklist SFO Building Code SFO Housing Code, Chp. 12	EAp1 EAc1 (3 pts)	-
	RENEWABLE ENERGY	Generate renewable energy on-site at least 1% of total annual energy cost (LEED EAc2) OR demonstrate an additional 10% energy use reduction (compared to Title 24 Part 6 2013) OR purchase Green-E certified renewable energy credits for 35% of total electricity use (LEED EAc6).	SF GB Code 2013 SFO GHG Checklist	EAc2 (1 pt) or EAc6 (2 pts)	EAc1 (1-19 pts)
	SITE LIGHTING	For new large commercial projects: Comply with lighting power requirements in CA Energy Code, CCR Part 6, which requires that lighting be contained within each source. No more than 0.01 horizontal lumen footcandles 15 feet beyond site, or meet LEED credit SSc8.	SF GB Code 2013 SFO GHG Checklist	SSc8 (1 pt if targeted)	EAc1 (1-19 pts)
WATER	COMMISSIONING	For high-rise residential, large commercial buildings and alterations: meet LEED EAp1 Fundamental Commissioning. For large commercial buildings: also meet LEED EAc3 Enhanced Commissioning of Building Energy Systems.	SF GB Code 2013 SFO GHG Checklist	EAp1 / EAc3 (2 pts)	-
	PLUMBING FIXTURES	Meet LEED WEc3, 30% Water Use Reduction. For M-1: Meet LEED Prerequisite 20% savings below UPC/IPC 2006.	SF GB Code 2013	WEp1 / WEc3 (3 pts)	WEc2 (2 pts)
	METERING	For large commercial buildings: Provide submeters for spaces projected to consume more than 1,000 gal/day, or more than 100 gal/day if the building is over 50,000 SF.	SF GB Code 2013	-	EAc5 (3 pts)
	RECYCLED WATER	5M is within a designated recycled water use area and therefore must install dual-plumbing systems for recycled water in new construction, modified, or remodel projects totaling 40,000 square feet or more.	SF City and County Recycled Water Ordinance		WEc1 / WEc2 (5 pts)
WASTE	BUILDING RECYCLING	Provide adequate space and equal access for storage, collection and loading of compostable, recyclable and landfill materials.	SF Building Code 2013	MRp1	
	CONSTRUCTION WASTE GENERATION	Demolition and Construction Waste Management - 75% Diversion. Submit a Demolition Debris Recovery Plan where buildings will be fully demolished- requires at least a 65% diversion of demolition debris.	SF GB Code 2013 SFO Construction & Demolition Debris Ordinance SFO Environment Code, Chp. 14 SFO GHG Checklist	MRc2 (2 pts)	

ADDED

ADDED

ADDED

Table 9.3.1 Sustainability Code Baseline Matrix

draft

NOTE: Tracked changes to July 2015 D4D

REMOVED: or meet LEED credit SSc4.2

REMOVED: 155.4, ADDED: 155

REMOVED: 13C.5, ADDED: 2013

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
	STORMWATER	Refer to Section 8.41 for stormwater requirements. SF Public Utilities Commission stormwater management requirements mandate the achievement of LEED SSc6.1 for stormwater rate and quantity management, all making LEED SSc6.2 Stormwater Quality easier to achieve.		SSc6.1 (1 pt) SSc6.2 (1 pt)	
TRANSPORTATION	BICYCLE PARKING	For large commercial buildings: Provide short-term and long-term bicycle parking for 5% of total motorized parking capacity each OR meet SF Planning Code Sec 155 (whichever is greater). For new/major renovations of commercial buildings: Provide shower and changing facilities. SF Planning Code 155: 10,000-20,000 GSF = 3 bicycle spaces 20,000-50,000 GSF = 6 bicycle spaces >50,000 GSF = 12 bicycle spaces Retail services: 25,000-50,000 GSF = 3 bicycle spaces 50,000-100,000 GSF = 6 bicycle spaces 100,000 GSF = 12 bicycle spaces For residential buildings over 50 dwelling units: Provide 25 Class 1 spaces plus one Class 1 space for every 4 dwelling units over 50.	SF GB Code 2013 SFO Planning Code 155 GHG Checklist	SSc4.2 (1 pt if the LEED option is pursued)	
	ALTERNATIVE TRANSPORT	For large commercial buildings: Mark 8% of total parking stalls for low-emitting, fuel-efficient and carpool/van pool vehicles. For residential buildings: Provide 1 car-sharing space (50-200 units) plus 1 space for every additional 200 dwelling units (201+ units)	SF GB Code 2013 SFO Planning Code 166 SFO GHG Checklist	-	SSc4.3 (3 pts) SSc4.4 (2 pts)
	TRANSPORT PROGRAMS	A portion of the project is within the C-3 District. New buildings above 100,000 GSF: Provide on-site Transportation Management Programs (TMP) and Transportation Brokerage Services (TBS) for the lifetime of the project.	SFO Planning Code, Section 163 SFO GHG Checklist	-	ID Point Possible
MATERIALS + AIR QUALITY	REFRIGERANTS	For large commercial buildings, meet LEED EAc4 Enhanced Refrigerant Management. Do not install equipment that contains CFC's or Halons.	SF GB Code 2013	EAp3 EAc4 (2 pts)	-
	INDOOR AIR QUALITY	For large commercial buildings, meet LEED IEQc3.1 Indoor Air Quality (IAQ) Management Plan, During Construction.	SF GB Code 2013	IEQc3.1 (1 pt)	IEQc3.2 (1 pt)
	LOW TOXIC FINISHES	Achieve LEED IEQ 4.1, 4.2, 4.3 and 4.4 Low Emitting Materials.	SF GB Code 2013	IEQc4 (4 pts)	-

REMOVED: Class 2, ADDED: Class 1

REMOVED: 1

Table 9.3.1 Sustainability Code Baseline Matrix cont.

draft

NOTE: Tracked changes to July 2015 D4D

REMOVED: For new large commercial buildings:

REMOVED: For large commercial projects:

ADDED

REMOVED: 13C.5, ADDED: 2013

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
MATERIALS + INDOOR AIR QUALITY	VENTILATION FILTRATION & POLLUTANT CONTROL	For large commercial projects: Provide at least MERV-8 filters in regularly occupied spaces in mechanically ventilated buildings OR meet LEED credit IEQc5 and provide at least MERV-13 filtration. Residential buildings are not located within an air quality hotspot and therefore do not require additional filtration above code.	SF GB Code 2013 SFO Health Code Article 38 SFO Building Code Chp. 1203.5	IEQc5 (1 pt if targeted)	-
	BUILDING ENTRANCES	Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings.	SF GB Code 2013	-	-
	ACOUSTICS	Wall and roof-ceilings have an STC of 50, exterior windows STC of 30, and party walls and floor-ceilings STC of 40.	SF GB Code 2013	-	ID Point possible
WILDLIFE	BIRD-SAFE BUILDING	For all new buildings and additions to existing buildings, treat these building feature-related hazards: - Free-standing clear glass walls, skywalks, greenhouses on rooftops, and balconies that have unbroken glazed segments 24 SF and larger in size - Free-standing clear-glass landscape features or bus shelters - Glazed passageways/lobbies with clear sightlines through building broken only by glazing - Transparent building corners Requirements apply to: - 90% of glazing from grade up to 60 feet - 100% of building feature-related hazard Social considerations for historic buildings may apply.	SFO Bird-Safe Building Ordinance and Design Standards	-	ID Point possible
SITE	LOCATION	The project is located on a pre-developed site in the downtown core, and therefore will automatically earn LEED points related to site selection and development density.	LEED for New Construction & Major Renovations Rating System	SSc1 (1 pt) SSc2 (5 pts)	-
	TOTAL	TOTAL POSSIBLE BASELINE POINTS		30-31 PTS	19+ PTS

REMOVED: 14+, ADDED: 19+

Table 9.3.1 Sustainability Code Baseline Matrix cont.

draft

NOTE: Tracked changes to July 2015 D4D

SAN FRANCISCO
PLANNING DEPARTMENT

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Planning
Information:
415.558.6377

Subject to: (Select only if applicable)

- ☑ Inclusionary Housing
- ☑ Childcare Requirement
- ☑ Jobs Housing Linkage Program
- ☑ Downtown Park Fee
- ☑ Public Art
- ☑ Public Open Space
- ☑ First Source Hiring (Admin. Code)
- ☑ Transit Impact Development Fee
- ☑ Other – Development Agreement

Planning Commission Draft Resolution

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Zoning:	C-3-S (Downtown Support) District RSD (Residential Service) District 40-X/85-B; 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Project Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Park Property:	***Father Alfred E. Boeddeker Park***
Park Block/Lots:	*Lots 009, 017, 018 and 019 in Assessor's Block 0332*
Staff Contacts:	Kevin Guy – (415) 558-6163; kevin.guy@sfgov.org (Planning Department) Jordan Harrison – (415) 575-5602; jordan.harrison@sfgov.org (Recreation and Park Department

JOINT RESOLUTION TO RAISE THE ABSOLUTE CUMULATIVE SHADOW LIMIT ON FATHER ALFRED E. BOEDDEKER PARK IN ORDER TO ALLOW THE PROPOSED 5M PROJECT AT 925 MISSION STREET AND VARIOUS PROPERTIES.

PREAMBLE

The people of the City and County of San Francisco, in June 1984, adopted an initiative ordinance, commonly known as Proposition K, codified as Section 295 of the Planning Code.

Section 295 requires that the Planning Commission disapprove any building permit application to construct a structure that will cast shadow on property under the jurisdiction of the Recreation and Park Department, unless it is determined that the shadow would not be significant or adverse. The Planning

Commission and the Recreation and Park Commission must adopt criteria for the implementation of that ordinance.

Section 295 is implemented by analyzing park properties that could be shadowed by new construction, including the current patterns of use of such properties, how such properties might be used in the future, and assessing the amount of shadowing, its duration, times of day, and times of year of occurrence. The Commissions may also consider the overriding social or public benefits of a project casting shadow.

Pursuant to Planning Code Section 295, the Planning Commission and the Recreation and Park Commission, on February 7, 1989, adopted standards for allowing additional shadows on the greater downtown parks (Resolution No. 11595). The quantitative standard that was established for Father Alfred A. Boeddeker Park ("Boeddeker Park" or "Park") was zero percent or no net new shadow.

The Planning Commission and the Recreation and Park Commission, on August 17, 2000, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.0070 percent as part of the Emporium/Bloomingdales Redevelopment Project, which proposed a tower that was never constructed. Without the unconstructed tower, the project had no effects subject to Section 295.

The Planning Commission and the Recreation and Park Commission, on June 20, 2002, raised the absolute cumulative limit for additional shadow on the Park from 0.0070 percent to 0.0087 percent to accommodate the Tenderloin Neighborhood Development Corporation (TNDC) affordable housing project at 145 Taylor street, known as the Curran House. The Curran House project was subsequently constructed, thereby utilizing the entire additional shadow budget for the Park approved in 2002.

The Planning Commission and the Recreation and Park Commission, on March 26, 2009, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.244 percent to accommodate the Tenderloin Neighborhood Development Corporation (TNDC) affordable housing project at 168-186 Eddy Street. On March 26, 2015, the Planning Commission approved revised entitlements for the project, including a reduction in height that reduced the additional shadow on the Park equivalent to 0.04 percent of the theoretical available annual square foot-hours of sunlight on the Park. The project at 168-186 Eddy Street has not yet been constructed.

The Planning Commission and the Recreation and Park Commission, on October 11, 2012, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.003 percent to accommodate the shadows that are anticipated to be cast on the Park by new development constructed within the Transit Center District Plan area. The increase in the absolute cumulative limit specified by this approval were are limited to the shadow profiles of the new shadows that could be cast by buildings within the Transit Center District Plan, and would not be available to buildings outside of the Plan area.

Boeddeker Park is a 0.97 acre park located at the corner of Eddy and Jones Streets within the Tenderloin neighborhood. The "L"-shaped park is bordered by Eddy Street to the south, Jones Street to the west, Ellis Street and private buildings to the north, and private buildings to the east. Reopened in 2014 after renovations, the park includes a Clubhouse, outdoor fitness equipment, a walking path, a large lawn, play equipment, and a full-size basketball court. See Attachment C – Park Detail and Circulation Map. Boeddeker Park is managed by the Recreation and Park Department ("RPD"). The park is fenced and is open daily from 9:00am until 7:00pm. Programming in the Clubhouse is operated by the Boys & Girls Club of San Francisco, Shih Yu-Lang Central YMCA, and Tenderloin Safe Passage and includes exercise,

dance, art, organized sports, and spaces available for rent by the public. The majority of the park is open to the public throughout opening hours for active and passive recreational uses.

The area surrounding the Boeddeker Park is mixed-use in character. The site is located within the Tenderloin neighborhood, an area characterized by high-density residential development, including a substantial number of residential hotels. Retail uses are typically found on the ground floors of residential buildings. The scale of development varies greatly in the vicinity of the project site. Older buildings in the immediate area are generally six stories or less in height. Tall residential towers of more recent construction are interspersed among the older mid-rise structures. Tall hotel structures, such as the Hotel Nikko and the Hilton can be found in the blocks to the north and the east

On an annual basis, the Theoretically Available Annual Sunlight ("TAAS") on the Park (with no adjacent structures present) is approximately 157,345,444 square-foot-hours of sunlight. Existing structures currently shade Boeddeker Park 41.59% of the year, with an existing shadow load of 65,432,960 square-foot-hours ("sfh"). The park is shaded heavily during the early morning hours as well as during the hour before sunset due to shadows cast by surrounding offsite structures and the onsite clubhouse. During the summer months the majority of the park is in full sun from approximately 10:00am until around 5:00pm. In spring and fall shadows persist in the northern portion of the park until early afternoon, covering up to half this area until 1:00pm, and again after 4:00pm. Areas of more active use in the southern portion of the park remain sunny until after 5:00pm. In winter, the lower sun angle causes shadows to persist over more than half of the park until late morning, and again after 3:00pm, with only a brief period of mostly full sun around the middle of the day.

On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

A technical memorandum, prepared by Environmental Vision, was submitted to the Planning Department on July 3, 2014, analyzing the potential shadow impacts of a previous iteration of the 5M Project to properties under the jurisdiction of the Recreation and Parks Department (Case No. 2011.0409SHD). An addendum to the original technical memorandum, prepared by Environmental Vision, was submitted to the Planning Department on August 11, 2015. This addendum analyzed the current iteration of the project, including changes to building heights and massing.

The addendum concluded that the 5M Project would cast approximately 6,583 annual square-foot-hours of new shadow on Boeddeker Park, equal to approximately 0.00418% of the theoretically available annual sunlight ("TAAS") on Boeddeker Park.

The Planning Commission and the Recreation and Park Commission held a duly advertised joint public hearing on September 17, 2015 to consider whether to establish an absolute cumulative shadow limit equal to 0.00418% of the TAAS for Boeddeker Park.

The Planning Commission has reviewed and considered reports, studies, plans and other documents pertaining to the Project.

The Planning Commission has heard and considered the testimony presented at the public hearing and has further considered the written materials and oral testimony presented on behalf of the Project Sponsor, Department staff, and other interested parties.

Therefore, the Commission hereby resolves:

FINDINGS

Having reviewed the materials identified in the recitals above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The foregoing recitals are accurate, and also constitute findings of this Commission.

2. The additional shadow cast by the Project, while numerically significant, would not be adverse, and is not expected to interfere with the use of the Park, for the following reasons:
   - The new shadow would increase the shadow load on Boeddeker Park in the passive recreation area and walkways near the northern gate along Ellis Street. The largest portion of the Park, which fronts on Eddy and Jones Streets and contains a playground, multi-purpose court, numerous tables and chairs, and expanses of grassy lawns would not be impacted by shadows from the 5M Project.
   - New shadows would be cast in the early morning hours, when usage of the park is generally low or prohibited.
   - New shadows would occur during relatively limited spans of the year (from mid-October through late-November, and again from mid-January through late-February).
   - When new shadows occur, they would be fleeting and of relatively short duration, ranging from 5 to 25 minutes, with an average duration of approximately 12 minutes.

3. The 5M Project provides substantial public benefits in terms of regional sustainability and traffic congestion by focusing job growth and new housing within an intense, urban context in an area supported by abundant existing and planned transit services, as well as retail and service amenities. In addition, an accompanying Development Agreement (DA) between the City and County of San Francisco and the 5M Project Sponsor, provides substantial public benefits. The benefits include public improvements to the right-of-way, affordable housing, transportation improvement impact fees, schools, childcare and downtown open space impact fees, 49,000 square feet of public open space, public art, workforce development program funding, youth development program funding, including for the Gene Friend Recreation Center, rehabilitation of the historic Old Mint building, and Arts Commission funding.

4. The staff of both the Planning Department and the Recreation and Park Department have recommended establishing a cumulative shadow limit for the Park of 0.00418% of the TAAS, equal to approximately 6,583 annual square-foot-hours of net new shadow.

5. A determination by the Planning Commission and the Recreation and Park Commission to raise the absolute cumulative shadow limit for the park in an amount that would accommodate the additional shadow that would be cast by the Project does not constitute an approval of the Project.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Planning Department, the recommendation of the General Manager of the Recreation and Park Department, in consultation with the Recreation and Park Commission, and other interested parties, the oral testimony presented to the Planning Commission at the public hearing, and all other written materials submitted by all parties, the Planning Commission hereby ADOPTS, under Shadow Analysis Application No. **2011.0409SHD,** the proposal to establish a cumulative shadow limit for Boeddeker Park of 0.00418%

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:
NAYS:

ABSENT:

ADOPTED: September 17, 2015

SAN FRANCISCO
PLANNING DEPARTMENT

Subject to: (Select only if applicable)

☑ Inclusionary Housing
☑ Childcare Requirement
☑ Jobs Housing Linkage Program
☑ Downtown Park Fee
☑ Public Art
☑ Public Open Space
☑ First Source Hiring (Admin. Code)
☑ Transit Impact Development Fee
☑ Other – Development Agreement

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Planning
Information:
415.558.6377

Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 17, 2015

Date:	September 3, 2015
Case No.:	2011.0409SHD
Project Address:	**925 Mission Street and various parcels (aka "5M")**
Existing Zoning:	C-3-S (Downtown Support) District RSD (Residential Service) District 40-X/85-B; 160-F Height and Bulk Districts SOMA Youth and Family Special Use District
Project Block/Lots:	Lots 005, 006, 008, 009, 012, 042-047, 076, 077, 089-091, 093, 094, and 097-100 of Assessor's Block 3275
Project Sponsor:	Audrey Tendell 5M Project, LLC 875 Howard Street, Suite 330 San Francisco, CA 94103
Park Property:	***Father Alfred E. Boeddeker Park***
Park Block/Lots:	*Lots 009, 017, 018 and 019 in Assessor's Block 0332*
Staff Contact:	Kevin Guy – (415) 558-6163; kevin.guy@sfgov.org

ADOPTING FINDINGS, WITH THE RECOMMENDATION OF THE GENERAL MANAGER OF THE RECREATION AND PARK DEPARTMENT, IN CONSULTATION WITH THE RECREATION AND PARK COMMISSION, THAT NET NEW SHADOW ON FATHER ALFRED E. BOEDDEKER PARK BY THE PROPOSED 5M PROJECT LOCATED AT 925 MISSION STREET AND VARIOUS PROPERTIES WOULD NOT BE ADVERSE, AND ALLOCATE NET NEW SHADOW ON FATHER ALFRED E. BOEDDEKER PARK TO THE PROPOSED PROJECT.

PREAMBLE

Under Planning Code Section ("Section") 295, a building permit application for a project exceeding a height of 40 feet cannot be approved if there is any shadow impact on a property under the jurisdiction of the Recreation and Park Department, unless the Planning Commission, upon recommendation from the General Manager of the Recreation and Park Department, in consultation with the Recreation and Park Commission, makes a determination that the shadow impact will not be significant or adverse.

On February 7, 1989, the Recreation and Park Commission and the Planning Commission adopted criteria establishing absolute cumulative limits for additional shadows on fourteen parks throughout San Francisco (Planning Commission Resolution No. 11595). The quantitative standard that was established for Father Alfred A. Boeddeker Park ("Boeddeker Park" or "Park") was zero percent or no net new shadow.

The Planning Commission and the Recreation and Park Commission, on August 17, 2000, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.0070 percent as part of the Emporium/Bloomingdales Redevelopment Project, which proposed a tower that was never constructed. Without the unconstructed tower, the project had no effects subject to Section 295.

The Planning Commission and the Recreation and Park Commission, on June 20, 2002, raised the absolute cumulative limit for additional shadow on the Park from 0.0070 percent to 0.0087 percent to accommodate the Tenderloin Neighborhood Development Corporation (TNDC) affordable housing project at 145 Taylor street, known as the Curran House. The Curran House project was subsequently constructed, thereby utilizing the entire additional shadow budget for the Park approved in 2002.

The Planning Commission and the Recreation and Park Commission, on March 26, 2009, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.244 percent to accommodate the Tenderloin Neighborhood Development Corporation (TNDC) affordable housing project at 168-186 Eddy Street. On March 26, 2015, the Planning Commission approved revised entitlements for the project, including a reduction in height that reduced the additional shadow on the Park equivalent to 0.04 percent of the theoretical available annual square foot-hours of sunlight on the Park. The project at 168-186 Eddy Street has not yet been constructed.

The Planning Commission and the Recreation and Park Commission, on October 11, 2012, raised the absolute cumulative limit for additional shadow on the Park from zero percent to 0.003 percent to accommodate the shadows that are anticipated to be cast on the Park by new development constructed within the Transit Center District Plan area. The increase in the absolute cumulative limit specified by this approval were are limited to the shadow profiles of the new shadows that could be cast by buildings within the Transit Center District Plan, and would not be available to buildings outside of the Plan area.

Boeddeker Park is a 0.97 acre park located at the corner of Eddy and Jones Streets within the Tenderloin neighborhood. The "L"-shaped park is bordered by Eddy Street to the south, Jones Street to the west, Ellis Street and private buildings to the north, and private buildings to the east. Reopened in 2014 after renovations, the park includes a Clubhouse, outdoor fitness equipment, a walking path, a large lawn, play equipment, and a full-size basketball court. Boeddeker Park is managed by the Recreation and Park Department ("RPD"). The park is fenced and is open daily from 9:00am until 7:00pm. Programming in the Clubhouse is operated by the Boys & Girls Club of San Francisco, Shih Yu-Lang Central YMCA, and Tenderloin Safe Passage and includes exercise, dance, art, organized sports, and spaces available for rent by the public. The majority of the park is open to the public throughout opening hours for active and passive recreational uses.

On an annual basis, the Theoretically Available Annual Sunlight ("TAAS") on the Park (with no adjacent structures present) is approximately 157,345,444 square-foot-hours of sunlight. Existing structures currently shade Boeddeker Park 41.59% of the year, with an existing shadow load of 65,432,960 square-

foot-hours ("sfh"). The park is shaded heavily during the early morning hours as well as during the hour before sunset due to shadows cast by surrounding offsite structures and the onsite clubhouse. During the summer months the majority of the park is in full sun from approximately 10:00am until around 5:00pm. In spring and fall shadows persist in the northern portion of the park until early afternoon, covering up to half this area until 1:00pm, and again after 4:00pm. Areas of more active use in the southern portion of the park remain sunny until after 5:00pm. In winter, the lower sun angle causes shadows to persist over more than half of the park until late morning, and again after 3:00pm, with only a brief period of mostly full sun around the middle of the day.

On August 19, 2014, May 15, 2015, and August 7, 2015, 5M Project, LLC ("Project Sponsor") filed entitlement applications with the San Francisco Planning Department for the development of a mixed-use commercial, residential and retail/educational/cultural development project known as the 5M Project ("5M Project"), The 5M Project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the 5M Project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The 5M Project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

A technical memorandum, prepared by Environmental Vision, was submitted to the Planning Department on July 3, 2014, analyzing the potential shadow impacts of a previous iteration of the 5M Project to properties under the jurisdiction of the Recreation and Parks Department (Case No. 2011.0409SHD). An addendum to the original technical memorandum, prepared by Environmental Vision, was submitted to the Planning Department on August 11, 2015. This addendum analyzed the current iteration of the project, including changes to building heights and massing.

The addendum concluded that the 5M Project would cast approximately 6,583 annual square-foot-hours of new shadow on Boeddeker Park., equal to approximately 0.00418% of the theoretically available annual sunlight ("TAAS") on Boeddeker Park.

The Planning Commission and the Recreation and Park Commission held a duly advertised joint public hearing on September 17, 2015 and adopted Resolution No. _____ establishing an absolute cumulative shadow limit equal to 0.00418% of the TAAS for Boeddeker Park

On September 17, 2015, the Recreation and Park Commission conducted a duly noticed public hearing at a regularly scheduled meeting and recommended that the Planning Commission find that the shadows cast by the 5M Project on Boeddeker Park will not be adverse.

The Planning Commission has reviewed and considered reports, studies, plans and other documents pertaining to the 5M Project.

The Planning Commission has heard and considered the testimony presented at the public hearing and has further considered the written materials and oral testimony presented on behalf of the Project Sponsor, Department staff, and other interested parties.

FINDINGS

Having reviewed the materials identified in the recitals above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The foregoing recitals are accurate, and also constitute findings of this Commission.

2. The additional shadow cast by the 5M Project, while numerically significant, would not be adverse, and is not expected to interfere with the use of the Park, for the following reasons:
   - The new shadow would increase the shadow load on Boeddeker Park in the passive recreation area and walkways near the northern gate along Ellis Street. The largest portion of the Park, which fronts on Eddy and Jones Streets and contains a playground, multi-purpose court, numerous tables and chairs, and expanses of grassy lawns would not be impacted by shadows from the 5M Project.
   - New shadows would be cast in the early morning hours, when usage of the park is generally low or prohibited.
   - New shadows would occur during relatively limited spans of the year (from mid-October through late-November, and again from mid-January through late-February).
   - When new shadows occur, they would be fleeting and of relatively short duration, ranging from 5 to 25 minutes, with an average duration of approximately 12 minutes.

3. The 5M Project provides substantial public benefits in terms of regional sustainability and traffic congestion by focusing job growth and new housing within an intense, urban context in an area supported by abundant existing and planned transit services, as well as retail and service amenities. In addition, an accompanying Development Agreement (DA) between the City and County of San Francisco and the 5M Project Sponsor, provides substantial public benefits. The benefits include public improvements to the right-of-way, affordable housing, transportation improvement impact fees, schools, childcare and downtown open space impact fees, 49,000 square feet of public open space, public art, workforce development program funding, youth development program funding, including for the Gene Friend Recreation Center, rehabilitation of the historic Old Mint building, and Arts Commission funding.

4. A determination by the Planning Commission and the Recreation and Park Commission to allocate net new shadow to the Project does not constitute an approval of the 5M Project.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Planning Department, the recommendation of the General Manager of the Recreation and Park Department, in consultation with the Recreation and Park Commission, and other interested parties, the oral testimony presented to the Planning Commission at the public hearing, and all other written materials submitted by all parties, the Planning Commission hereby DETERMINES, under Shadow Analysis Application No. **2011.0409SHD,** that the net new shadow cast by the 5M Project on Boeddeker Park will not be adverse, and ALLOCATES to the 5M Project up to 6,583 annual square-foot hours of shadow on Boeddeker Park, equivalent to approximately 0.00418% of the TAAS on Boeddeker Park .

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting on September 17, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: September 17, 2015.

ENVIRONMENTAL
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DRAFT
Boeddeker Park Shadow Analysis
5M Project, San Francisco
July 3, 2014

1. Introduction and Background

Forest City Residential Development, Inc. (the "Project Sponsor") proposes to construct a mixed-use project on an approximately 4 acre site located at Fifth and Mission Streets in San Francisco. Environmental Vision and CADP prepared this memorandum to address potential shadow effects from the proposed 5M Project on Boeddeker Park. This study responds to information provided by the San Francisco Planning Department including a shadow fan diagram (November 8, 2013) and a guidance memorandum (M. Jacinto, November 6, 2013). A set of shadow diagrams and calculations are attached as appendices.

The purpose of this shadow analysis is to measure, quantify and discuss any potential shadow impacts associated with the mixed-use development proposed under the 5M Project (the "Project") on Boeddeker Park (officially named Father Alfred E. Boeddeker Park), which is under the jurisdiction of the Recreation and Park Department and is a protected open space under the Sunlight Ordinance, Section 295 of the San Francisco Planning Code. Because the proposed Project would allow for structures greater than 40 feet in height, under Planning Code Section 295, a shadow analysis is required.

Planning Code Section 295 was adopted in 1985 in response to voter-approved Proposition K which required the Planning Commission to deny approval of any structure greater than 40 feet in height that cast a shadow on property under the jurisdiction of the Recreation and Park Department, unless the Planning Commission found the shadow would not be adverse. To implement Planning Code Section 295 and Proposition K, the Planning Commission and Recreation and Park Commission in 1989 jointly adopted a memorandum establishing qualitative criteria for evaluating shadow impacts as well as Absolute Cumulative Limits ("ACL") for certain parks. ACLs are "shadow" budgets that establish absolute cumulative limits for additional shadows expressed as a percentage of Theoretically Available Annual Sunlight ("TAAS") on a park with no adjacent structures present. To date, ACL standards have been established for fourteen (14) downtown parks.

The 1989 Memorandum sets forth qualitative criteria to determine when a shadow would be significant as well as information on how to quantitatively measure shadow impact. Qualitatively, shadow impacts are evaluated based on (1) existing shadow profiles, (2) important times of day, (3) important seasons in the year, (4) location of the new shadow, (5) size and duration of new shadows, and (6) public good served by buildings casting a new shadow. Quantitatively, new shadows are to be measured by the additional annual amount of shadow-square foot-hours as a percent of TAAS. Where an ACL has not been adopted for a park, the Planning Commission's decision on whether a structure has a significant impact on property under the jurisdiction of the Recreation and Park Department is based on a review of qualitative and quantitative factors.

The term *net new project shadow* is used in this study to characterize the new shadow that would be cast by the project on a ground surface area that would otherwise not be shaded by existing buildings or

structures. The location and amount of *net new project shadow* (new shadow) can be considered as the project's anticipated effect at a particular time of day on a given date.

2. Project Description

Project Location

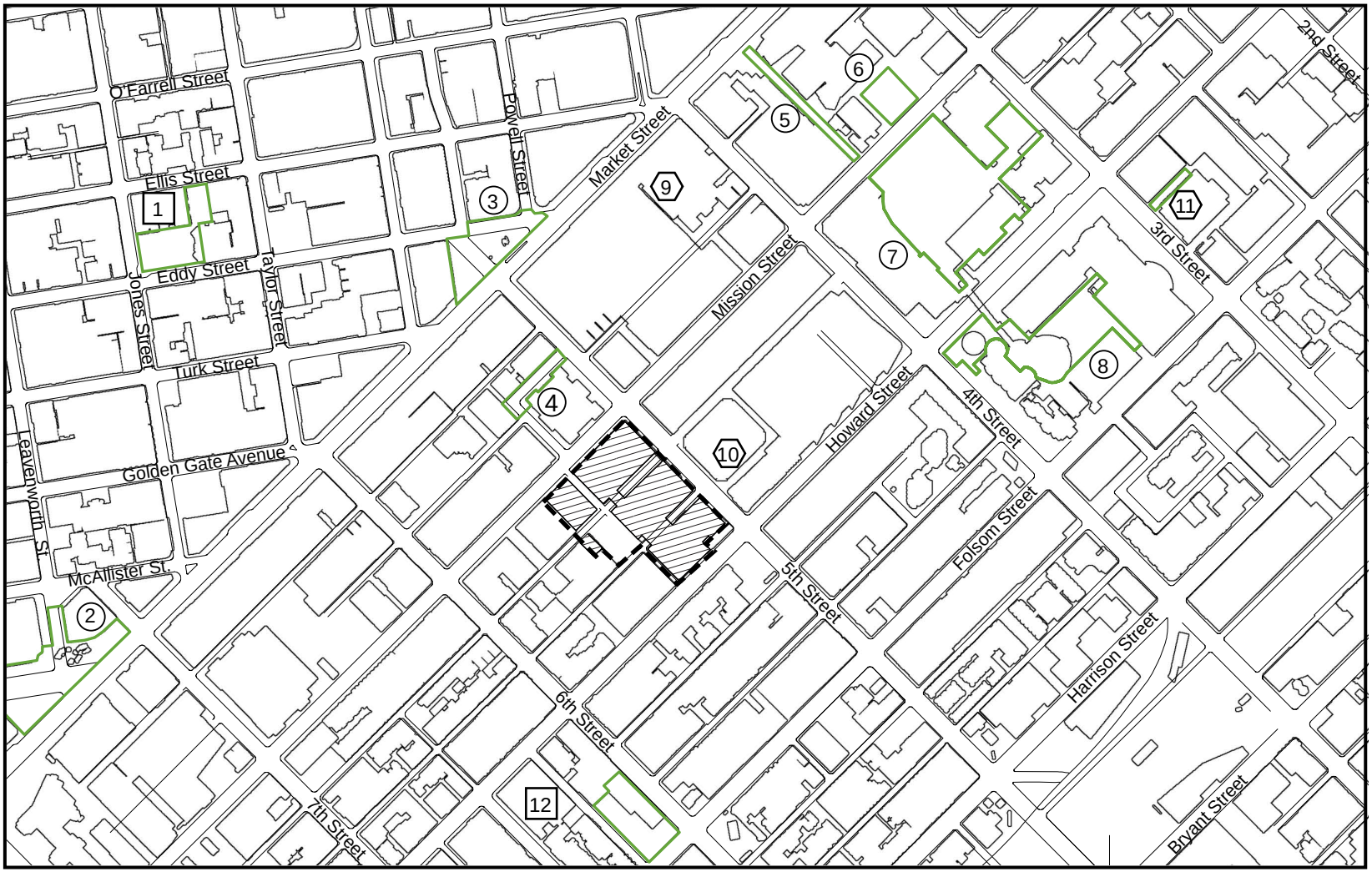
Located in the southwest quadrant of Fifth and Mission Streets at the intersection of the Downtown and SoMa neighborhoods, the project is located in a densely developed, downtown urban area. The site and surrounding area is flat and the immediate project vicinity contains a wide range of building types and land uses. The urban development pattern in this area consists of a grid pattern of blocks with dimensions of approximately 475 feet by 850 feet, 82-foot-wide one- and two-way streets, and smaller intersecting alleys. **Figure 1** shows the project location as well as locations of potentially affected open spaces, including Boeddeker Park.

Buildings in the vicinity include older commercial, mixed residential/commercial, live/work, and industrial structures, as well as newer residential structures. Among the structures located north of the site, across Mission Street are the historic Old U.S. Mint Building, Mint Plaza including a pedestrian plaza, restaurants, cafes, and a multi-use performance venue and a 15-story, 152-foot-tall hotel project under construction at 942 Mission Street. East of the project site, across Fifth Street, buildings include a seven-story parking garage, an office building, and the 32-story, 340-foot tall Intercontinental San Francisco Hotel. South of the project site, across Howard Street, buildings include one- to three-story mixed-use buildings and a two-tower, 85-foot-tall mixed-use/residential project currently under construction at 260 Fifth Street. One-to two-story light industrial-type buildings are among the structures located west of the site.

The project site is located in an area with a high concentration of planned and approved projects, which are anticipated to be constructed over the next several years. In the immediate vicinity major projects include: 250 Fourth Street (located at the intersection of Fourth and Clementina Streets), which would include the demolition of an existing three-story office building and construction of a 78,000-square-foot, 119-foot-tall hotel with 220-guest bedrooms. In addition, a development at 214 Sixth Street (located at near the intersection of Sixth and Tehama Streets) would include the demolition of an existing hotel building and construction of a mixed-use building with 56 affordable dwelling units, and approximately 3,074 gross square feet (gsf) of retail space. The 935-965 Market Street project (located at the intersection of Market and Turk Streets) includes the demolition of three buildings and construction of a five buildings comprising 375,000 gsf of commercial and parking space.

Project Overview

The 5M Project proposes a mixed-use development of office, retail, residential, cultural, educational, and open space uses on an approximately 4-acre site in the southwest quadrant of Fifth and Mission Streets in Downtown San Francisco. Currently, the project site contains eight buildings and seven surface parking lots with a total of approximately 256 parking spaces. The project would result in the retention and rehabilitation/renovation of two buildings (the Chronicle Building at 901-933 Mission Street, constructed in 1924, and the Dempster Printing Building at 447-449 Minna Street, constructed in 1907), the demolition of six existing buildings (and a two-story connector between 901 Mission and 110 Fifth Streets), and the construction of four new buildings (and a connector between two buildings) on the site. Buildings would range in height from approximately 50 feet to 470 feet. **Figure 2** illustrates the proposed project building massing and **Figures 3A** and **3B** respectively show Proposed Building Elevations along Fifth and Mary Street frontages.



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Scale in Feet

5M Project

Open Space Boundary

Recreation and Park Commission Properties

1 Boeddeker Park

12 Gene Friend Recreation Center

Other Public Open Spaces

2 U.N. Plaza
3 Hallidie Plaza
4 Mint Plaza
5 Yerba Buena Lane
6 Jessie Square
7 Yerba Buena Gardens North
8 Yerba Buena Children's Play Area

Privately Owned Public Open Spaces (POPOs)

9 Westfield Sky Terrace
10 Intercontinental Hotel
11 Moscone Plaza

Figure 1
Location of Proposed Project and Potentially Affected Open Spaces
5M Project, San Francisco

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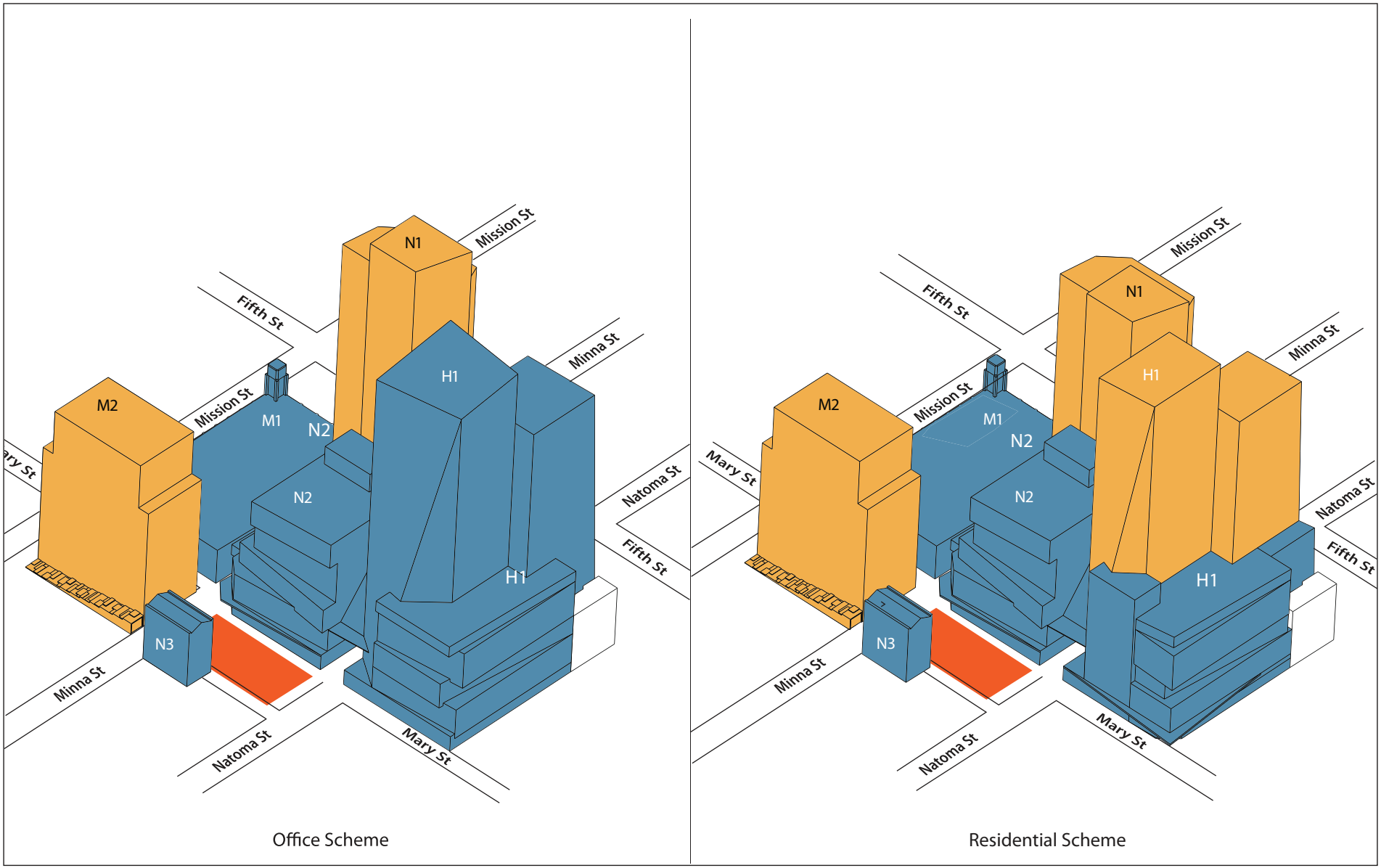

Source: Forest City, September 2013

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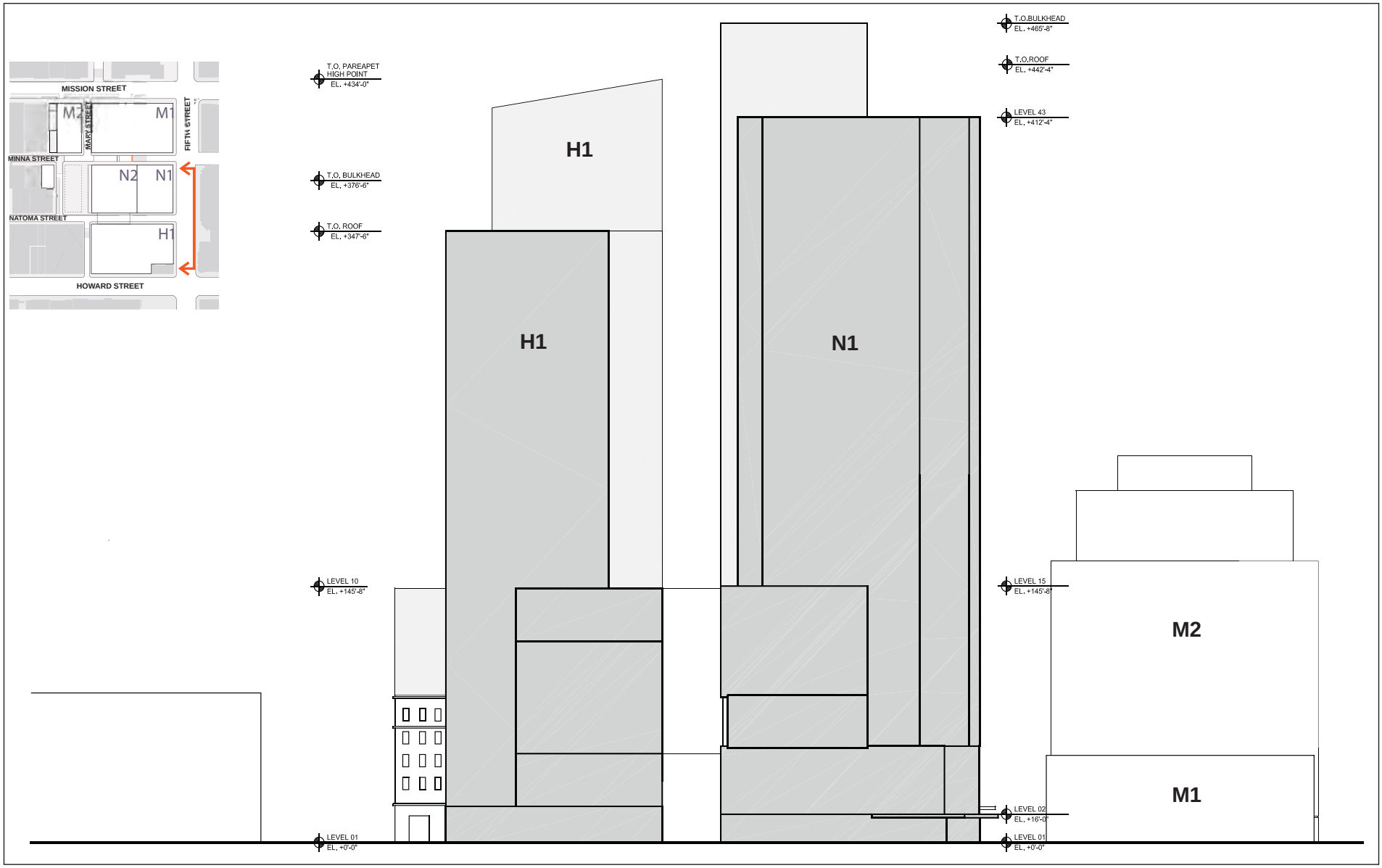
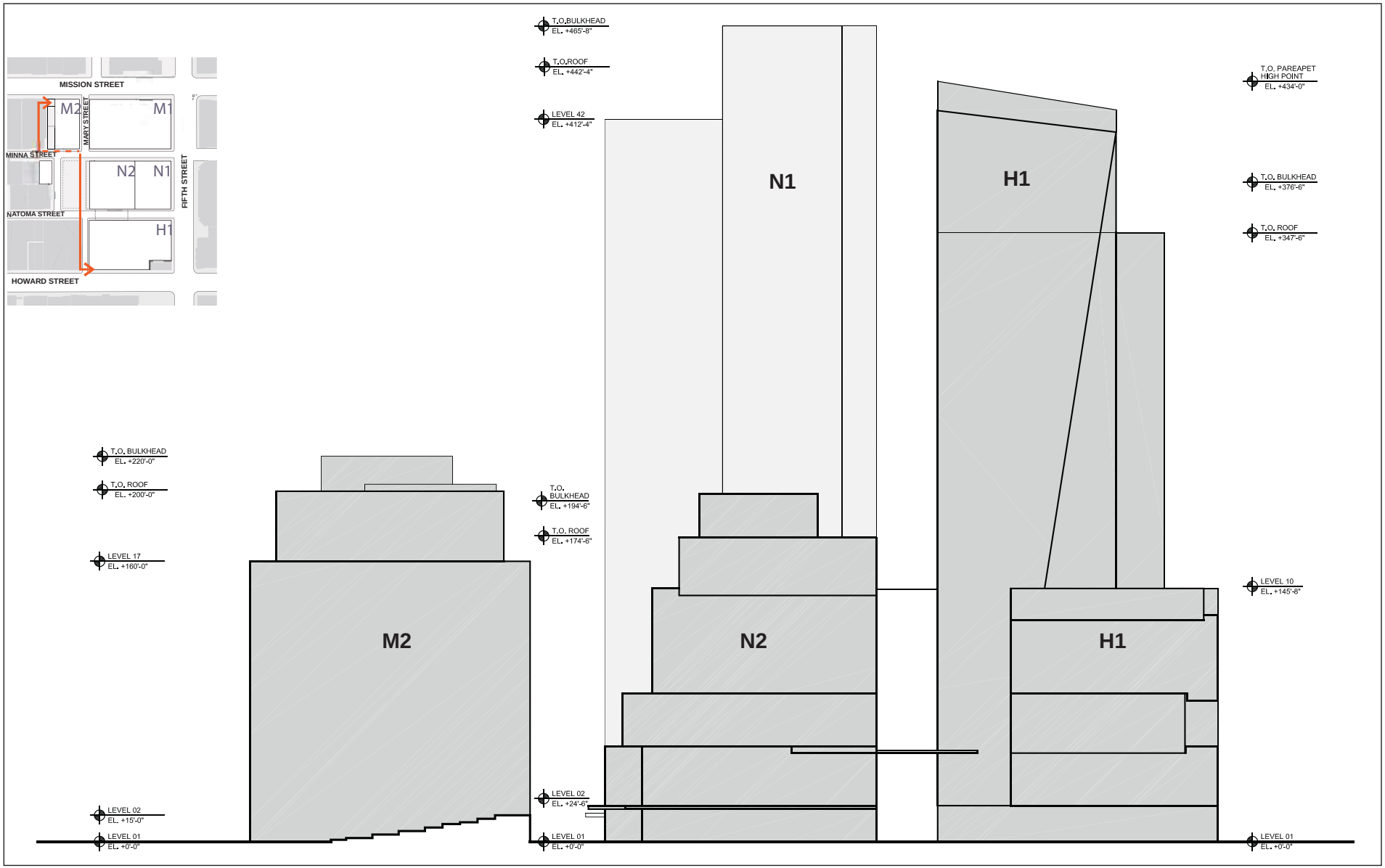
Figure 2
Proposed Building Massing
5M Project, San Francisco



Source: Forest City, August 2013

ENVIRONMENTAL VISION
070114

Figure 3A
Proposed Building Elevations - Fifth Street (East)
5M Project, San Francisco



Source: Forest City, August 2013

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Figure 3B
Proposed Building Elevations - Mary Street (West)
5M Project, San Francisco

Two project options are considered in the Environmental Impact Report (EIR); these are referred to as the "Office Scheme" and "Residential Scheme." The overall gross square footages are substantially the same between the two schemes, with a difference of only about 20,000 gsf; however, the allocation of office and residential uses between the two schemes would vary by approximately 273,000 and 255,000 gsf, respectively. The two options are similar in massing. This shadow study evaluates the "Office Scheme".

3. Boeddeker Park

Location and Background

Opened in 1985, Boeddeker Park is located in the Tenderloin neighborhood of Downtown/Civic Center Area of San Francisco. The park was developed to serve nearby residents, whose population is comprised of a preponderance of seniors and low income households.

The site is located on the southern flank of Nob Hill, and terrain in the vicinity slopes up to the north. Older buildings in the immediate area are generally six stories or less in height. Tall residential towers of more recent construction are interspersed among the older mid-rise structures. Tall hotel structures, such as the Hotel Nikko and the Hilton can be found in the blocks to the north and the east.

Situated at the northeast corner of Eddy and Jones Streets, Boeddeker Park is located within the block bordered by Ellis Street to the North, Eddy Street to the south, Jones Street to the west, and Taylor Street to the east. The surrounding neighborhood is a mixed-use area characterized by ground floor retail and high-density residential development, including a number of residential hotels.

The park is currently closed to the public while undergoing its second major renovation. Sponsored by Trust for Public Land, the San Francisco Recreation and Parks Department (SFRPD) is implementing the park redesign and improvements. Construction began in March 2012 and is nearing completion; as of May 2014, the park's re-opening is expected in summer 2014.

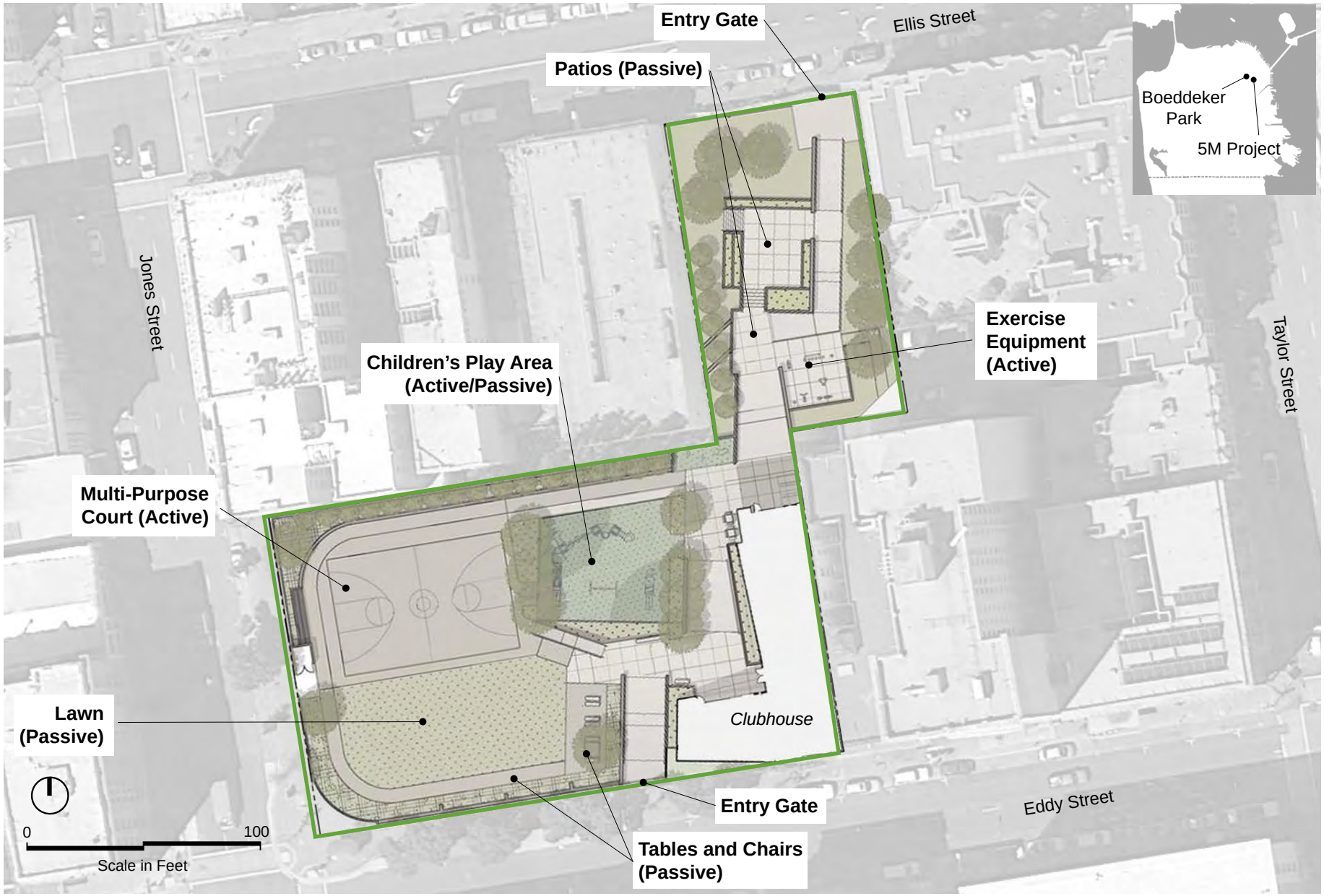
Physical Description

The park site is roughly "L" shaped with frontage on three streets- Eddy, Jones and Ellis. The overall size of Boeddeker Park is approximately 0.97 acre or 42,281-square feet. There is more than a 15' elevation difference between the north and south site edges.

Figure 4 is an annotated site plan that shows the improved layout for Boeddeker Park including various landscaped and hardscape features arranged along connecting steps and paved pathways. The park features are characterized as active or passive. **Figure 5** includes an architects rendering of the new clubhouse (WRNS Studio 2010) and six photographs showing Boeddeker Park during the reconstruction (Environmental Vision March/May 2014).

The smaller portion of the park fronts Ellis Street on its north side, mid block between Jones and Taylor, while the larger, southern, portion includes frontage along both Jones and Eddy Streets. The northern portion of the park measures approximately 83 feet by 137 feet and includes three level paved "patio" areas with seating; one of these terraces is devoted to equipment for exercise. Landscaping in this part of the park includes planting beds and perimeter trees or shrubs. Black metal mesh fencing with an entry gate will define the northern side of Boeddeker Park along Ellis Street. Other than the exercise equipment patio, the northern park area is intended primarily for passive use.

The larger southern portion of the park is approximately 225 feet by 137 feet, with street frontage along the south and west sides. Parts of the western and southern edges of the open space are slightly elevated in relationship to the adjacent sidewalks and the perimeter fence will rest on a low concrete retaining wall. Near the sidewalk along Eddy Street several small metal tables with chairs are mounted in the



Source: WRNS Studio, 2010/Google Earth 2013

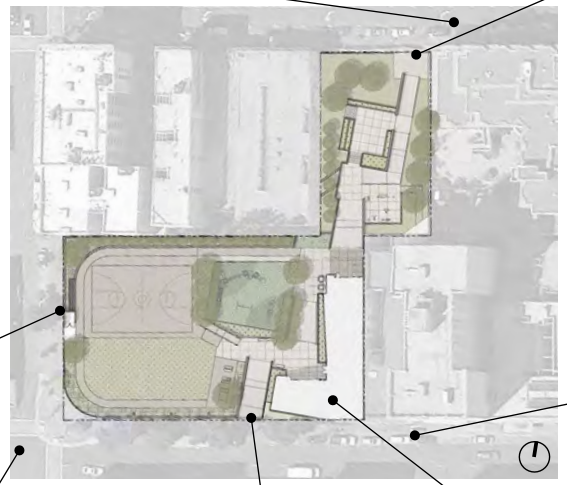
Note: Boeddeker Park improvements are currently under construction.
Park scheduled to reopen summer, 2014

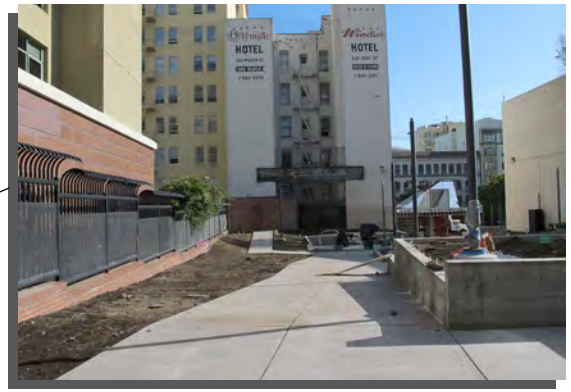
Figure 4
Boeddeker Park Layout
5M Project, San Francisco

ENVIRONMENTAL VISION
070114



Boeddeker Park frontage along Ellis Street





Ellis Street entrance and paved walkway with raised planter beds, and Clubhouse beyond



Multi-purpose court area with play structures and clubhouse beyond



Clubhouse and park frontage along Eddy Street



Boeddeker Park from corner of Jones and Eddy Streets



Eddy Street park entrance and play structures in center and new clubhouse on right



Architects rendering of Clubhouse (WRNS Studio)

Note: Photos taken March 22 and May 10, 2014 during construction. Park scheduled to reopen summer, 2014.

Figure 5
Boeddeker Park - Photographs
5M Project, San Francisco

ENVIRONMENTAL VISION
051314

pavement within the southern edge of the park. An entry gate is situated mid-block along on Eddy Street, adjacent to the new clubhouse building that occupies the southeast corner of the park. The clubhouse has an "L" shaped footprint, with its greatest length running along the park's western boundary. This building is approximately 15-feet high with a steeply peaked roof that rises at the southern end to approximately 30-feet above the adjacent sidewalk. Paved seating areas are interspersed between the clubhouse and the other open space features.

The southwest corner near Jones and Eddy Streets includes a lawn area measuring about 100 feet by 45 feet. Just north of the lawn along Jones Street a paved multi-purpose court is approximately 75 feet by 50 feet and a children's play area with climbing equipment and swings lies directly east of the court near the clubhouse building. Landscaping in the southern part of the park consists of new planting and some existing, mature trees. Additionally mature street trees line the sidewalk along both Eddy and Jones Streets.

Hours of Operation and Public Uses

Boeddeker Park is currently closed to the public during renovations. Hours of planned operation are not currently available. Once it is re-opened, the SFRPD will operate the improved park. The SFRPD will also manage programing for this open space. (note to reviewers: this section will be expanded as additional information is made available).

4. Methodology and Diagrams

Environmental Vision and CADP produced a set of shadow diagrams and calculations to evaluate existing shadow patterns and net new shadow created by the proposed 5M Mixed Use Project. The computer-generated shadow diagrams and shadow calculation are the results of a systematic computer modeling process that are based on data and technical assumptions described briefly below.

Appendix A includes the set of 25 plan view diagrams that depict existing and net new shadow on an hourly basis, from one hour after sunrise to one hour before sunset. Diagrams show shadow patterns for the following times of year:

- Summer Solstice (June 21), when the sun is at its highest;
- Spring/Fall Equinox (March 20 or September 20), when day and night are of equal length; and
- Winter Solstice (December 20), when the sun is at its lowest.
- November 8, the "worst case" day for net new project shadow, when new shadows cast by the project on Boeddeker Park would be the greatest.

As noted on the set of September 21 diagrams, shadow patterns for the Spring Equinox (March 21) and Fall Equinox (September 21) can be considered comparable.

Analysis prepared by CADP to quantify the amount of new shadow that would be cast by the proposed Project on Boeddeker Park was conducted based on a "solar year" to provide a sample of representative sun angles throughout the entire calendar year. The solar year is from June 21st through December 20th. The sun angles during the "other" side of the calendar year, or December 21st through June 20th, mirror the solar year sun angles. Since the angles are mirrored, an analysis of the "other" time period is not conducted and, instead, a multiplier is used to put the sample results into calendar year units. Using a multiplier does not change the percentages. Where a particular date is identified in this report, the

mirror date is also noted. For purposes of the analysis, time was measured in decimal hours at 15 minute intervals from sunrise plus 1 hour to sunset minus 1 hour.

This evaluation is based on project design data supplied by Forest City (April 2014) and existing topographic and building massing data supplied by CADP (2014). Proposed building massing includes a 3.5-foot parapet allowance. Existing conditions and park boundary information were verified with City staff.

5. Evaluation

Summary of Existing Shadow Patterns

Shadow diagrams presented in Appendix A depict existing shadow patterns in gray and net new shadow in black.

Sheets C-1 through C-19 show existing shadow patterns at Boeddeker Park for the Summer Solstice on June 21, the Fall Equinox on September 20 and the Winter Solstice on December 20. These diagrams indicate the park is almost entirely in shade during the early morning hours as well as during the hour before sunset at all times of the year due to shadows cast by surrounding offsite structures. During the summer months the majority of the park is in full sun from approximately 10 a.m. until around 5 p.m. In spring and fall shadows persist in the northern portion of the park until early afternoon, covering up to half this area until 1:00 p.m., and again after 4:00 p.m.. Areas of more active use in the southern portion of the park remain sunny until after 5:00 p.m. during these times of the year. In winter, the lower sun angle causes shadows to persist over more than half of the park until late morning, and again after 3:00 p.m., with only a comparatively brief period of mostly full sun around the middle of the day, between noon and 2:00 p.m.

Qualitative Analysis of Net New Shadow

The detailed diagrams presented on Sheets C-1 through C-19 show that no new project related shadow would affect Boeddeker Park on June 21 and September 20, or December 20.

November 8 diagrams presented on Sheets C-20 through C-25 show the "worst case" shadow day with respect to net new shadow on Boeddeker Park. The two diagrams presented on Sheet C-20 indicate that net new project shadow would occur in the early morning. At 7:44 a.m.(one hour after sunrise) and again at 8:00 a.m. the project would cast net new shadow in and around the northern entry gate to the park. At 7:44 a.m. approximately 337 square feet of net new shadow would occur and at 8:00 a.m. approximately 438 square feet of net new shadow would occur near the northern entry gate along Ellis Street. The area of net new shadow would occur during the early morning hours, before 8:15 a.m. during approximately three months of the year. The impact on park use is expected to be minimal, particularly because net new shadow would occur only in a limited area used for park access.

Quantitative Analysis of Net New Shadow

Boeddeker Park has 157,345,443.75 square foot hours of Theoretically Available Annual Sunlight ("TAAS"), which is the amount of theoretically available sunlight on the park, annually, if there were no shadows from structures, trees, or other facilities. As noted above, shadows currently exist on the Boeddeker Park, predominately in the early morning hours along the southern and eastern boundaries of the park. Under existing conditions, Boeddeker Park is being shaded 41.59 percent of the time and has an existing shadow load of 65,432,960.23 square foot hours. The existing shadow load includes shadows from the clubhouse building.

The proposed project would add 6,005.28 new square foot hours of shadow on the park. This is a 0.00382% increase in shadow as a percentage of TAAS. The proposed project would result in a total shadow load on the park of 41.59 percent. These findings are presented in **Table 1** below.

Table 1. SHADOW ON BOEDDEKER PARK

	Available	Existing Shadow	New Shadow	TOTAL SHADOW
SQ. FT. HOURS	157,345,443.75	65,432,960.23	6,005.28	**65,438,965.51**
PERCENT	100	41.59	0.00382	**41.59**

The shadow calculation results and summary of the quantitative shadow analysis is attached as Appendix B. The complete set of graphical depictions of the shadow on an hourly basis from sunrise +1 hour until sunset -1 for four days; the Summer Solstice (June 21st), the Winter Solstice (December 21st) and the Spring/Fall Equinox (March 21/September 21), are provided as Appendix A and discussed above.

For the purposes of the Section 295 analysis, shadow impacts are calculated based on square foot hours recorded. To ensure a complete and accurate description of the proposed project's potential shadow impacts, this analysis identifies the days when the shadow cast by the proposed project: (1) would be at its largest size by area, and (2) would result in the overall greatest shadow impact in terms of size and duration (i.e., the maximum net new shadow as measured in shadow foot hours). The "worst day" is the day with the maximum net new shadow.

The maximum net new shadow or "worst shadow day" would occur on November 8th/February 1st. On November 8th, the proposed Project would cast new shadow on Boeddeker Park from Sunrise plus 1 hour (7:44am) to just after 8 am. On that day, the new shadow load on Boeddeker Park would be 209.36 square foot hours. The largest new shadow by area would also occur on November 8th/February 1st at 7:45am. At that time, on each of those dates, the new shadow cast by the proposed Project would be 742.29 square feet. As shown in the shadow diagram on Sheet C-20, the proposed Project would increase the shadow load on Boeddeker Park along the northern boundary of the park facing Eddy Street.

Net new shadows would occur between October 25 and November 29 as well as January 11 through February 15 as summarized in Appendix B. The square feet area of net new shadow as well as duration are less on these dates than November 8 /February 1 discussed above. Net new shadows would occur during the first hours of the Prop K day during the fall and winter months, and never occurring for longer than approximately 25 minutes or later than 8:15am.

Because the proposed Project would cast new shadow on Boeddeker Park, under Planning Code Section 295, the Planning Commission can only approve the Project if it finds that the net new shadow is not adverse. The 1989 Memorandum sets forth quantitative and qualitative criteria to assist the Planning Commission in reaching their determination as to whether the net new shadow is adverse. The quantitative and qualitative criteria are described below.

With respect to the recommended permitted additional shadow, under the 1989 Memorandum, larger parks (more than 2 acres) that are shadowed less than 20% of the time during the year, an additional 1.0% of shadow is recommended, as permitted, if the specific shadow meets the additional qualitative criteria. Boeddeker Park is slightly larger than two acres. It is currently shadowed 41.59% of the time. The proposed Project would add 0.00382% new shadow.

Proposed Project-Related Public Good

In order to fully evaluate the potential impacts associated with the proposed 5M project, decision-makers weigh the amount and duration of shadow cast by the proposed project against the public good or public benefits associated with the proposed project. Factors to consider under this criterion are (1) the public interest in terms of a needed use, (2) building design and urban form, (3) impact fees, and (4) other public benefits. The Office Scheme would result in the construction of 1,509,300 net new gross square feet and include 914 dwelling units; it would generate over $[FILL IN] in impact fees. The Residential Scheme would result in the construction of 1,491,100 net new gross square feet and include 1,209 dwelling units; it would generate over $[FILL IN] in impact fees. The fees could be used to fund improvements for libraries, transit, recreation and parks, and child care. The proposed project would also comply with the Inclusionary Affordable Housing Program under Planning Code Section 415 et seq. and provide either on-site or off-site inclusionary housing, or pay the in lieu fee.

6. Evaluation Summary

San Francisco's temperate climate enables year round use of outdoor recreational space. Based on San Francisco's historic weather patterns, Spring and Fall, with periods of the most sunshine and lowest level of rain or fog, are likely the times of year with highest use at Boeddeker Park.

For the majority of the year the proposed project would not cast any net new shadow on Boeddeker Park. No net new shadow would occur on four important dates – June 21 (Summer Solstice), March 21 (Spring Equinox)/September 21 (Fall Equinox) and December 20 (Winter Solstice). It is expected that no net new shadow would occur in the 8-month period between mid-February and mid-October, including throughout the summer months. Additionally, no net new shadow would occur in winter from December 6 through January 4. Furthermore, throughout the year the project would not cast net new shadow on any key park features.

The proposed Project would increase the shadow load on Boeddeker Park along the northern boundary of the park facing Eddy Street. New shadows cast would occur only during early morning hours, before 8:15 a.m. during the fall and winter months, and would never occur for longer than approximately 25 minutes. The impact on park use is expected to be minimal, particularly because net new shadow would only be cast on a limited area that is used for park access.

The proposed project would reduce the annual available sunlight on Boeddeker Park by 0.00382 percent. This is a 6,005.28 square foot hour reduction of sunlight resulting in a total shadow load on the park of 65,438,965.51 square foot hours. The existing shadow load is 41.59 percent and the proposed project would result in essentially the same total shadow load on the park of 41.59 percent.

7. References

Chiesa, Alejandra. Trust for Public Land. Personal and e-mail communication with Marsha Gale October 13, 2013 and April 15, 2014.

Gilchrist, Jacob. San Francisco Recreation and Park Department. E-mail communication with Marsha Gale. April 7, 2014.

San Francisco Planning Department. *Notice of Availability of and Intent to Adopt a Mitigated Negative Declaration for Eddy and Taylor Family Housing Project.* February 4, 2009.

San Francisco Recreation and Park Department. Online: http://www.sfrecpark.org /father-alfred-e-boeddeker-park/. Site visited on May 14, 2014.

San Francisco Parks Alliance. Online: http://www.sfparksalliance.org/our-parks/parks/boeddeker-park-and-clubhouse/. Site visited Match 31 and April 17, 2014.

Trust for Public Land. Online: http://www.tpl.org/. Site visited on March 31 and May 14, 2014.

List of Figures

1. Location of Proposed Project and Potentially Affected open Spaces

2. Proposed Building Massing

3A. Proposed Building Elevation - Fifth Street (East)

3B. Proposed Building Elevation - Mary Street (West)

4. Boeddeker Park Layout

5. Boeddeker Park Photographs

Appendix A: Shadow Diagrams

June 21 Shadow Diagrams: Sheet C-1 through C-7 (7 sheets)

September 21 Shadow Diagrams: Sheet C-8 through C-14 (7 sheets)

December 21 Shadow Diagrams: Sheet C-15 through C-19 (5 sheets)

November 8 Shadow Diagrams: Sheet C-20 through C-25 (6 sheets)

Appendix B: Shadow Calculations

Appendix A



June 21 Sunrise +1hr (6:47am)



June 21 7:00am

Existing Shadow

Net New Project Shadow

Park Boundary

ENVIRONMENTAL VISION
070314

C-1
Boeddeker Park Shadow Patterns
5M Project, San Francisco

Appendix A



June 21 8:00 am



June 21 9:00am

Existing Shadow

Net New Project Shadow

Park Boundary

C-2
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



June 21 10:00 am



June 21 11:00am

Existing Shadow | Net New Project Shadow | Park Boundary

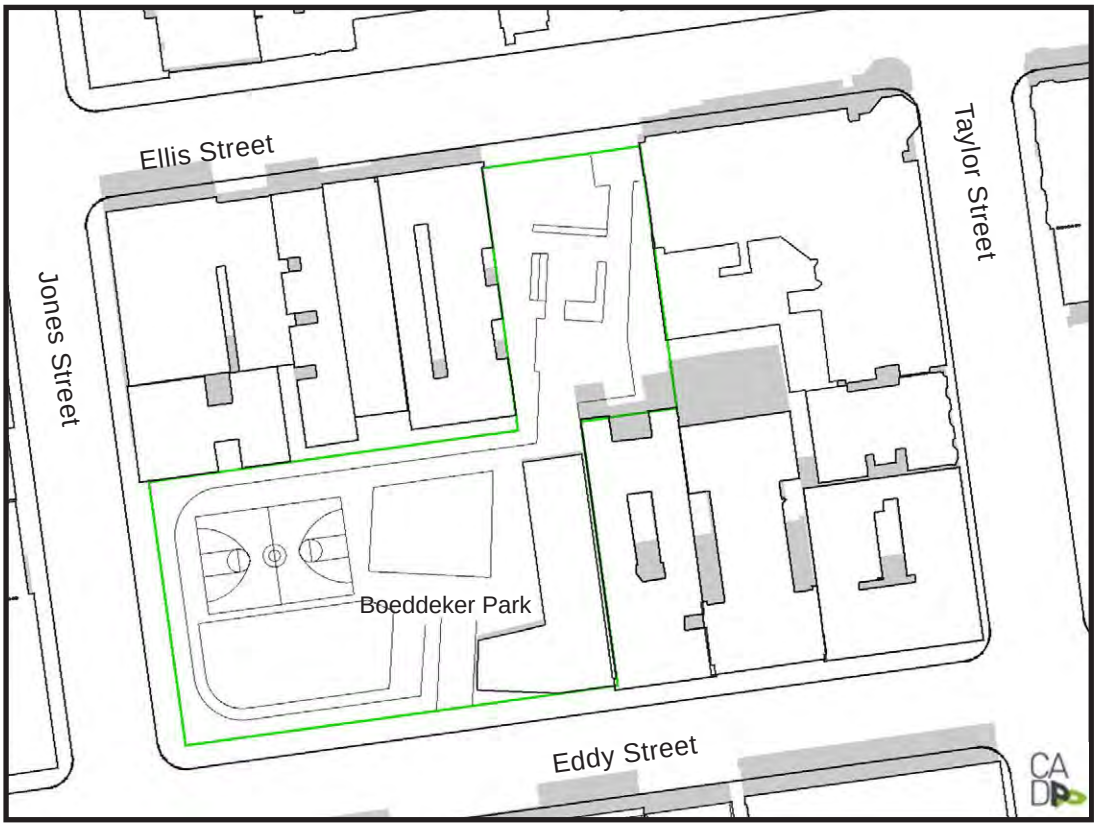
C-3
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



June 21 12:00 noon



June 21 1:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-4
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



June 21 2:00 pm



June 21 3:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-5
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



June 21 4:00 pm



June 21 5:00 pm

Existing Shadow

Net New Project Shadow

Park Boundary

C-6
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



June 21 6:00 pm



June 21 7:00 pm

Existing Shadow

Net New Project Shadow

Park Boundary

C-7
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



June 21 Sunset -1hr. (7:36 pm)



September 20 Sunrise +1h (7:57 am)

Existing Shadow

Net New Project Shadow

Park Boundary

C-8
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



September 20 8:00 am



September 20 9:00 am

Existing Shadow

Net New Project Shadow

Park Boundary

C-9
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



September 20 10:00 am



September 20 11:00 am

Existing Shadow | Net New Project Shadow | Park Boundary

C-10
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



September 20 12:00 noon



September 20 1:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-11
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



September 20 2:00 pm



September 20 3:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-12
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



September 20 4:00 pm



September 20 5:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-13
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



September 20 6:00 pm



September 20 Sunset -1hr. (6:10 pm)

Existing Shadow | Net New Project Shadow | Park Boundary

C-14
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



December 20 Sunrise +1hr (8:20 am)



December 20 9:00 am

Existing Shadow | Net New Project Shadow | Park Boundary

C-15
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



December 20 10:00 am



December 20 11:00 am

Existing Shadow | Net New Project Shadow | Park Boundary

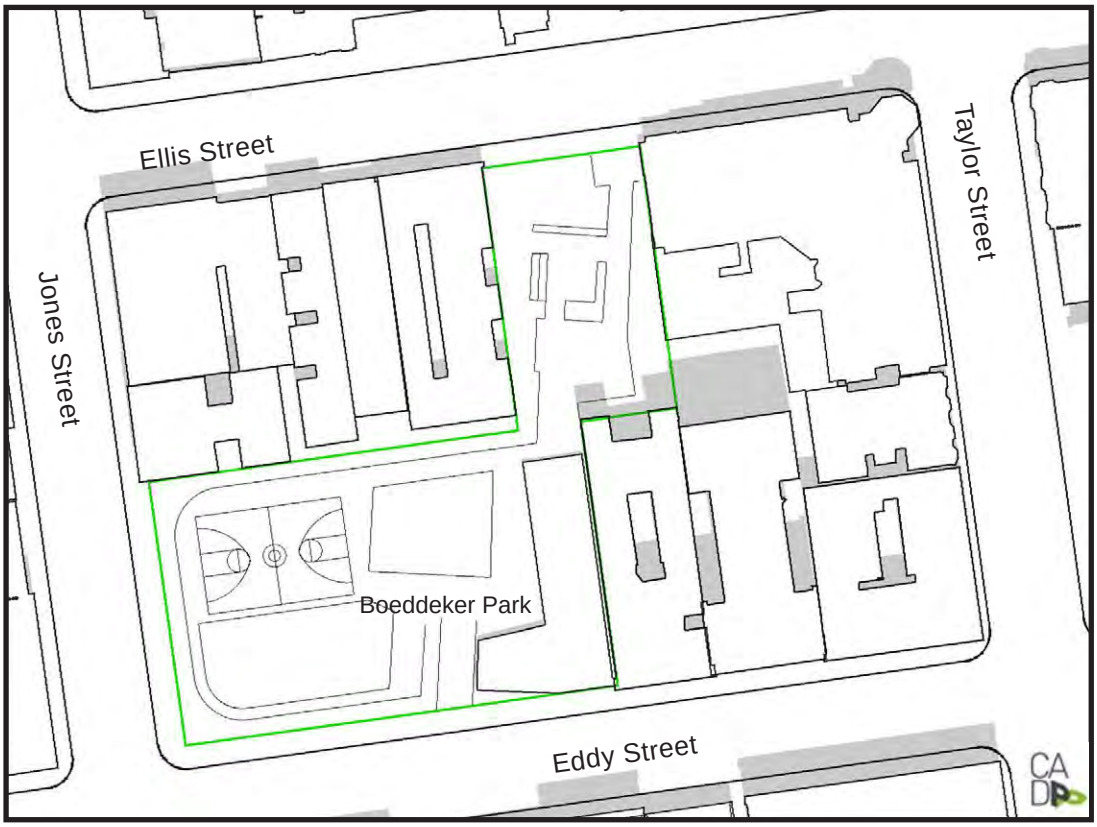
ENVIRONMENTAL VISION
070314

C-16
Boeddeker Park Shadow Patterns
5M Project, San Francisco

Appendix A



December 20 12:00 noon



December 20 1:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-17
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



December 20 2:00 pm



December 20 3:00 pm

Existing Shadow

Net New Project Shadow

Park Boundary

C-18
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



December 20 Sunset -1hr. (3:54 pm)

Existing Shadow | Net New Project Shadow | Park Boundary

C-19
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



November 8 Sunrise +1hr (7:44 am)



November 8 8:00am

Existing Shadow | Net New Project Shadow | Park Boundary

C-20
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



November 8 9:00 am



November 8 10:00 am

Existing Shadow

Net New Project Shadow

Park Boundary

C-21
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



November 8 11:00 am



November 8 12:00 noon

Existing Shadow

Net New Project Shadow

Park Boundary

C-22
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix A



November 8 1:00 pm



November 8 2:00 pm

Existing Shadow | Net New Project Shadow | Park Boundary

C-23
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



November 8 3:00 pm



November 8 4:00 pm

Existing Shadow

Net New Project Shadow

Park Boundary

C-24
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314



November 8 Sunset -1hr. (6:03 pm)

Existing Shadow | Net New Project Shadow | Park Boundary

C-25
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
070314

Appendix B - Shadow Calculations

6-30-2014

5M - Boeddeker Park (Boeddeker 2014 Clubhouse Included)

Impact Summary

Date	Mirror Date	Date+Time	Duration	Day Duration totals	ExSF	ExSfHr	NewSF	NewSFHr	Day Net New totals (SFH)
25-Oct	***15-Feb***	10.25 07:30:00	0:07:48	0:07:48	41,197.95	5,355.73	23.94	3.11	3.11
1-Nov	***8-Feb***	11.01 07:36:35	0:04:12	0:04:12	41,157.06	2,880.99	0.50	0.04	0.04
8-Nov	***1-Feb***	11.08 07:43:48	0:00:36		41,248.07	412.48	336.61	3.37	
		11.08 07:45:00	0:07:48		41,133.87	5,347.40	742.29	96.50	
		11.08 08:00:00	0:15:00	0:23:24	38,988.02	9,747.01	438.10	109.52	209.39
15-Nov	***25-Jan***	11.15 07:51:00	0:04:48		41,545.54	3,323.64	647.54	51.80	
		11.15 08:00:00	0:12:00	0:16:48	40,661.61	8,132.32	463.28	92.66	144.46
22-Nov	***18-Jan***	11.22 07:57:36	0:01:12		41,853.22	837.06	256.82	5.14	
		11.22 08:00:00	0:09:00	0:10:12	41,679.93	6,251.99	513.65	77.05	82.18
29-Nov	***11-Jan***	11.29 08:04:12	0:05:24	0:05:24	42,131.24	3,791.81	62.34	5.61	5.61
					411,596.51	46,080.45	**3,485.07**	**444.79**	

Full Sun Angle Results

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
172	06.21 06:46:48	0:06:36	42,193.58	4,641.29	0.00	0.00	0.00	0.00	*0*
172	06.21 07:00:00	0:13:48	41,798.37	9,613.63	0.00	0.00	395.21	90.90	*1*
172	06.21 07:15:00	0:15:00	40,700.01	10,175.00	0.00	0.00	1,493.57	373.39	*2*
172	06.21 07:30:00	0:15:00	41,692.40	10,423.10	0.00	0.00	501.18	125.30	*3*
172	06.21 07:45:00	0:15:00	39,652.52	9,913.13	0.00	0.00	2,541.06	635.26	*4*
172	06.21 08:00:00	0:15:00	38,371.90	9,592.97	0.00	0.00	3,821.68	955.42	*5*
172	06.21 08:15:00	0:15:00	36,355.71	9,088.93	0.00	0.00	5,837.87	1,459.47	*6*
172	06.21 08:30:00	0:15:00	31,429.19	7,857.30	0.00	0.00	10,764.39	2,691.10	*7*
172	06.21 08:45:00	0:15:00	26,611.63	6,652.91	0.00	0.00	15,581.94	3,895.49	*8*
172	06.21 09:00:00	0:15:00	22,233.17	5,558.29	0.00	0.00	19,960.41	4,990.10	*9*
172	06.21 09:15:00	0:15:00	18,695.74	4,673.94	0.00	0.00	23,497.84	5,874.46	*10*
172	06.21 09:30:00	0:15:00	15,974.66	3,993.67	0.00	0.00	26,218.92	6,554.73	*11*
172	06.21 09:45:00	0:15:00	13,889.40	3,472.35	0.00	0.00	28,304.17	7,076.04	*12*
172	06.21 10:00:00	0:15:00	12,442.47	3,110.62	0.00	0.00	29,751.11	7,437.78	*13*
172	06.21 10:15:00	0:15:00	11,319.92	2,829.98	0.00	0.00	30,873.65	7,718.41	*14*
172	06.21 10:30:00	0:15:00	10,425.28	2,606.32	0.00	0.00	31,768.30	7,942.07	*15*
172	06.21 10:45:00	0:15:00	9,587.24	2,396.81	0.00	0.00	32,606.34	8,151.58	*16*
172	06.21 11:00:00	0:15:00	8,695.59	2,173.90	0.00	0.00	33,497.99	8,374.50	*17*
172	06.21 11:15:00	0:15:00	7,816.90	1,954.23	0.00	0.00	34,376.67	8,594.17	*18*
172	06.21 11:30:00	0:15:00	7,138.44	1,784.61	0.00	0.00	35,055.14	8,763.78	*19*
172	06.21 11:45:00	0:15:00	6,128.10	1,532.03	0.00	0.00	36,065.47	9,016.37	*20*
172	06.21 12:00:00	0:15:00	5,015.54	1,253.88	0.00	0.00	37,178.04	9,294.51	*21*
172	06.21 12:15:00	0:15:00	4,061.55	1,015.39	0.00	0.00	38,132.03	9,533.01	*22*
172	06.21 12:30:00	0:15:00	2,973.42	743.35	0.00	0.00	39,220.16	9,805.04	*23*
172	06.21 12:45:00	0:15:00	1,966.82	491.70	0.00	0.00	40,226.76	10,056.69	*24*
172	06.21 13:00:00	0:15:00	999.87	249.97	0.00	0.00	41,193.71	10,298.43	*25*
172	06.21 13:15:00	0:15:00	1,035.02	258.76	0.00	0.00	41,158.55	10,289.64	*26*
172	06.21 13:30:00	0:15:00	1,210.81	302.70	0.00	0.00	40,982.77	10,245.69	*27*
172	06.21 13:45:00	0:15:00	1,432.48	358.12	0.00	0.00	40,761.10	10,190.28	*28*
172	06.21 14:00:00	0:15:00	1,668.60	417.15	0.00	0.00	40,524.97	10,131.24	*29*
172	06.21 14:15:00	0:15:00	1,970.81	492.70	0.00	0.00	40,222.77	10,055.69	*30*
172	06.21 14:30:00	0:15:00	2,263.04	565.76	0.00	0.00	39,930.54	9,982.64	*31*
172	06.21 14:45:00	0:15:00	2,575.46	643.87	0.00	0.00	39,618.11	9,904.53	*32*
172	06.21 15:00:00	0:15:00	2,856.22	714.06	0.00	0.00	39,337.35	9,834.34	*33*
172	06.21 15:15:00	0:15:00	3,155.94	788.98	0.00	0.00	39,037.64	9,759.41	*34*
172	06.21 15:30:00	0:15:00	3,467.36	866.84	0.00	0.00	38,726.21	9,681.55	*35*
172	06.21 15:45:00	0:15:00	3,824.17	956.04	0.00	0.00	38,369.40	9,592.35	*36*
172	06.21 16:00:00	0:15:00	4,263.77	1,065.94	0.00	0.00	37,929.81	9,482.45	*37*
172	06.21 16:15:00	0:15:00	5,505.00	1,376.25	0.00	0.00	36,688.58	9,172.15	*38*
172	06.21 16:30:00	0:15:00	7,224.96	1,806.24	0.00	0.00	34,968.61	8,742.15	*39*
172	06.21 16:45:00	0:15:00	9,183.80	2,295.95	0.00	0.00	33,009.78	8,252.44	*40*
172	06.21 17:00:00	0:15:00	11,369.79	2,842.45	0.00	0.00	30,823.79	7,705.95	*41*
172	06.21 17:15:00	0:15:00	13,697.91	3,424.48	0.00	0.00	28,495.67	7,123.92	*42*
172	06.21 17:30:00	0:15:00	16,308.03	4,077.01	0.00	0.00	25,885.55	6,471.39	*43*
172	06.21 17:45:00	0:15:00	19,030.61	4,757.65	0.00	0.00	23,162.97	5,790.74	*44*
172	06.21 18:00:00	0:15:00	21,729.50	5,432.37	0.00	0.00	20,464.08	5,116.02	*45*
172	06.21 18:15:00	0:15:00	24,639.83	6,159.96	0.00	0.00	17,553.75	4,388.44	*46*
172	06.21 18:30:00	0:15:00	27,928.16	6,982.04	0.00	0.00	14,265.41	3,566.35	*47*
172	06.21 18:45:00	0:15:00	30,596.38	7,649.10	0.00	0.00	11,597.19	2,899.30	*48*
172	06.21 19:00:00	0:15:00	35,458.07	8,864.52	0.00	0.00	6,735.50	1,683.88	*49*
172	06.21 19:15:00	0:18:00	41,215.41	12,364.62	0.00	0.00	978.17	293.45	*50*
172	06.21 19:36:00	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00	*51*
179	06.28 06:48:35	0:06:00	42,193.58	4,219.36	0.00	0.00	0.00	0.00	*52*
179	06.28 07:00:00	0:13:12	41,922.29	9,222.90	0.00	0.00	271.29	59.68	*53*
179	06.28 07:15:00	0:15:00	40,863.08	10,215.77	0.00	0.00	1,330.49	332.62	*54*
179	06.28 07:30:00	0:15:00	42,021.78	10,505.45	0.00	0.00	171.80	42.95	*55*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
179	06.28 07:45:00	0:15:00	39,895.88	9,973.97	0.00	0.00	2,297.70	574.42	*56*
179	06.28 08:00:00	0:15:00	38,577.61	9,644.40	0.00	0.00	3,615.97	903.99	*57*
179	06.28 08:15:00	0:15:00	36,891.80	9,222.95	0.00	0.00	5,301.78	1,325.45	*58*
179	06.28 08:30:00	0:15:00	32,142.56	8,035.64	0.00	0.00	10,051.02	2,512.75	*59*
179	06.28 08:45:00	0:15:00	27,187.12	6,796.78	0.00	0.00	15,006.46	3,751.62	*60*
179	06.28 09:00:00	0:15:00	22,664.53	5,666.13	0.00	0.00	19,529.04	4,882.26	*61*
179	06.28 09:15:00	0:15:00	19,059.03	4,764.76	0.00	0.00	23,134.54	5,783.64	*62*
179	06.28 09:30:00	0:15:00	16,267.14	4,066.79	0.00	0.00	25,926.44	6,481.61	*63*
179	06.28 09:45:00	0:15:00	14,107.58	3,526.90	0.00	0.00	28,086.00	7,021.50	*64*
179	06.28 10:00:00	0:15:00	12,616.26	3,154.07	0.00	0.00	29,577.32	7,394.33	*65*
179	06.28 10:15:00	0:15:00	11,450.33	2,862.58	0.00	0.00	30,743.25	7,685.81	*66*
179	06.28 10:30:00	0:15:00	10,552.20	2,638.05	0.00	0.00	31,641.38	7,910.35	*67*
179	06.28 10:45:00	0:15:00	9,718.39	2,429.60	0.00	0.00	32,475.18	8,118.80	*68*
179	06.28 11:00:00	0:15:00	8,818.52	2,204.63	0.00	0.00	33,375.06	8,343.77	*69*
179	06.28 11:15:00	0:15:00	7,938.83	1,984.71	0.00	0.00	34,254.75	8,563.69	*70*
179	06.28 11:30:00	0:15:00	7,225.96	1,806.49	0.00	0.00	34,967.62	8,741.90	*71*
179	06.28 11:45:00	0:15:00	6,264.49	1,566.12	0.00	0.00	35,929.08	8,982.27	*72*
179	06.28 12:00:00	0:15:00	5,145.69	1,286.42	0.00	0.00	37,047.89	9,261.97	*73*
179	06.28 12:15:00	0:15:00	4,171.51	1,042.88	0.00	0.00	38,022.07	9,505.52	*74*
179	06.28 12:30:00	0:15:00	3,086.87	771.72	0.00	0.00	39,106.71	9,776.68	*75*
179	06.28 12:45:00	0:15:00	2,075.03	518.76	0.00	0.00	40,118.55	10,029.64	*76*
179	06.28 13:00:00	0:15:00	1,098.36	274.59	0.00	0.00	41,095.22	10,273.81	*77*
179	06.28 13:15:00	0:15:00	1,027.79	256.95	0.00	0.00	41,165.79	10,291.45	*78*
179	06.28 13:30:00	0:15:00	1,200.34	300.08	0.00	0.00	40,993.24	10,248.31	*79*
179	06.28 13:45:00	0:15:00	1,422.50	355.63	0.00	0.00	40,771.08	10,192.77	*80*
179	06.28 14:00:00	0:15:00	1,652.40	413.10	0.00	0.00	40,541.18	10,135.30	*81*
179	06.28 14:15:00	0:15:00	1,977.29	494.32	0.00	0.00	40,216.29	10,054.07	*82*
179	06.28 14:30:00	0:15:00	2,246.33	561.58	0.00	0.00	39,947.25	9,986.81	*83*
179	06.28 14:45:00	0:15:00	2,562.50	640.63	0.00	0.00	39,631.08	9,907.77	*84*
179	06.28 15:00:00	0:15:00	2,842.76	710.69	0.00	0.00	39,350.82	9,837.70	*85*
179	06.28 15:15:00	0:15:00	3,142.47	785.62	0.00	0.00	39,051.11	9,762.78	*86*
179	06.28 15:30:00	0:15:00	3,447.92	861.98	0.00	0.00	38,745.66	9,686.42	*87*
179	06.28 15:45:00	0:15:00	3,802.48	950.62	0.00	0.00	38,391.10	9,597.77	*88*
179	06.28 16:00:00	0:15:00	4,219.63	1,054.91	0.00	0.00	37,973.95	9,493.49	*89*
179	06.28 16:15:00	0:15:00	5,342.67	1,335.67	0.00	0.00	36,850.90	9,212.73	*90*
179	06.28 16:30:00	0:15:00	7,050.42	1,762.61	0.00	0.00	35,143.15	8,785.79	*91*
179	06.28 16:45:00	0:15:00	8,988.32	2,247.08	0.00	0.00	33,205.26	8,301.32	*92*
179	06.28 17:00:00	0:15:00	11,157.85	2,789.46	0.00	0.00	31,035.73	7,758.93	*93*
179	06.28 17:15:00	0:15:00	13,471.75	3,367.94	0.00	0.00	28,721.82	7,180.46	*94*
179	06.28 17:30:00	0:15:00	16,079.63	4,019.91	0.00	0.00	26,113.94	6,528.49	*95*
179	06.28 17:45:00	0:15:00	18,812.18	4,703.05	0.00	0.00	23,381.39	5,845.35	*96*
179	06.28 18:00:00	0:15:00	21,524.29	5,381.07	0.00	0.00	20,669.29	5,167.32	*97*
179	06.28 18:15:00	0:15:00	24,393.98	6,098.49	0.00	0.00	17,799.60	4,449.90	*98*
179	06.28 18:30:00	0:15:00	27,731.18	6,932.80	0.00	0.00	14,462.39	3,615.60	*99*
179	06.28 18:45:00	0:15:00	30,281.96	7,570.49	0.00	0.00	11,911.62	2,977.90	*100*
179	06.28 19:00:00	0:15:00	35,022.22	8,755.56	0.00	0.00	7,171.36	1,792.84	*101*
179	06.28 19:15:00	0:18:00	40,920.18	12,276.06	0.00	0.00	1,273.40	382.02	*102*
179	06.28 19:36:36	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00	*103*
186	07.05 06:52:12	0:03:36	42,193.58	2,531.62	0.00	0.00	0.00	0.00	*104*
186	07.05 07:00:00	0:11:24	42,038.99	7,987.41	0.00	0.00	154.59	29.37	*105*
186	07.05 07:15:00	0:15:00	41,137.36	10,284.34	0.00	0.00	1,056.22	264.05	*106*
186	07.05 07:30:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00	*107*
186	07.05 07:45:00	0:15:00	40,366.14	10,091.54	0.00	0.00	1,827.44	456.86	*108*
186	07.05 08:00:00	0:15:00	38,948.13	9,737.03	0.00	0.00	3,245.45	811.36	*109*
186	07.05 08:15:00	0:15:00	37,640.82	9,410.21	0.00	0.00	4,552.75	1,138.19	*110*
186	07.05 08:30:00	0:15:00	33,160.88	8,290.22	0.00	0.00	9,032.70	2,258.18	*111*
186	07.05 08:45:00	0:15:00	27,950.85	6,987.71	0.00	0.00	14,242.72	3,560.68	*112*
186	07.05 09:00:00	0:15:00	23,273.93	5,818.48	0.00	0.00	18,919.65	4,729.91	*113*
186	07.05 09:15:00	0:15:00	19,486.66	4,871.66	0.00	0.00	22,706.92	5,676.73	*114*
186	07.05 09:30:00	0:15:00	16,601.01	4,150.25	0.00	0.00	25,592.57	6,398.14	*115*
186	07.05 09:45:00	0:15:00	14,429.73	3,607.43	0.00	0.00	27,763.85	6,940.96	*116*
186	07.05 10:00:00	0:15:00	12,887.29	3,221.82	0.00	0.00	29,306.28	7,326.57	*117*
186	07.05 10:15:00	0:15:00	11,658.78	2,914.70	0.00	0.00	30,534.80	7,633.70	*118*
186	07.05 10:30:00	0:15:00	10,748.43	2,687.11	0.00	0.00	31,445.15	7,861.29	*119*
186	07.05 10:45:00	0:15:00	9,911.64	2,477.91	0.00	0.00	32,281.94	8,070.49	*120*
186	07.05 11:00:00	0:15:00	9,006.52	2,251.63	0.00	0.00	33,187.06	8,296.76	*121*
186	07.05 11:15:00	0:15:00	8,125.84	2,031.46	0.00	0.00	34,067.74	8,516.93	*122*
186	07.05 11:30:00	0:15:00	7,364.10	1,841.02	0.00	0.00	34,829.48	8,707.37	*123*
186	07.05 11:45:00	0:15:00	6,442.53	1,610.63	0.00	0.00	35,751.05	8,937.76	*124*
186	07.05 12:00:00	0:15:00	5,312.50	1,328.13	0.00	0.00	36,881.08	9,220.27	*125*
186	07.05 12:15:00	0:15:00	4,338.07	1,084.52	0.00	0.00	37,855.51	9,463.88	*126*
186	07.05 12:30:00	0:15:00	3,217.27	804.32	0.00	0.00	38,976.30	9,744.08	*127*
186	07.05 12:45:00	0:15:00	2,201.20	550.30	0.00	0.00	39,992.38	9,998.09	*128*
186	07.05 13:00:00	0:15:00	1,210.31	302.58	0.00	0.00	40,983.27	10,245.82	*129*
186	07.05 13:15:00	0:15:00	1,051.98	263.00	0.00	0.00	41,141.60	10,285.40	*130*
186	07.05 13:30:00	0:15:00	1,223.28	305.82	0.00	0.00	40,970.30	10,242.58	*131*
186	07.05 13:45:00	0:15:00	1,442.70	360.68	0.00	0.00	40,750.88	10,187.72	*132*
186	07.05 14:00:00	0:15:00	1,671.60	417.90	0.00	0.00	40,521.98	10,130.50	*133*
186	07.05 14:15:00	0:15:00	1,971.81	492.95	0.00	0.00	40,221.77	10,055.44	*134*
186	07.05 14:30:00	0:15:00	2,262.29	565.57	0.00	0.00	39,931.29	9,982.82	*135*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
186	07.05 14:45:00	0:15:00	2,579.20	644.80	0.00	0.00	39,614.37	9,903.59	*136*
186	07.05 15:00:00	0:15:00	2,863.46	715.86	0.00	0.00	39,330.12	9,832.53	*137*
186	07.05 15:15:00	0:15:00	3,162.17	790.54	0.00	0.00	39,031.41	9,757.85	*138*
186	07.05 15:30:00	0:15:00	3,468.61	867.15	0.00	0.00	38,724.97	9,681.24	*139*
186	07.05 15:45:00	0:15:00	3,821.43	955.36	0.00	0.00	38,372.15	9,593.04	*140*
186	07.05 16:00:00	0:15:00	4,221.88	1,055.47	0.00	0.00	37,971.70	9,492.93	*141*
186	07.05 16:15:00	0:15:00	5,192.32	1,298.08	0.00	0.00	37,001.26	9,250.32	*142*
186	07.05 16:30:00	0:15:00	6,922.01	1,730.50	0.00	0.00	35,271.57	8,817.89	*143*
186	07.05 16:45:00	0:15:00	8,830.98	2,207.75	0.00	0.00	33,362.60	8,340.65	*144*
186	07.05 17:00:00	0:15:00	11,019.96	2,754.99	0.00	0.00	31,173.61	7,793.40	*145*
186	07.05 17:15:00	0:15:00	13,337.36	3,334.34	0.00	0.00	28,856.22	7,214.06	*146*
186	07.05 17:30:00	0:15:00	15,956.21	3,989.05	0.00	0.00	26,237.37	6,559.34	*147*
186	07.05 17:45:00	0:15:00	18,703.47	4,675.87	0.00	0.00	23,490.11	5,872.53	*148*
186	07.05 18:00:00	0:15:00	21,438.26	5,359.57	0.00	0.00	20,755.31	5,188.83	*149*
186	07.05 18:15:00	0:15:00	24,324.66	6,081.17	0.00	0.00	17,868.92	4,467.23	*150*
186	07.05 18:30:00	0:15:00	27,684.81	6,921.20	0.00	0.00	14,508.77	3,627.19	*151*
186	07.05 18:45:00	0:15:00	30,133.10	7,533.28	0.00	0.00	12,060.47	3,015.12	*152*
186	07.05 19:00:00	0:15:00	34,789.34	8,697.33	0.00	0.00	7,404.24	1,851.06	*153*
186	07.05 19:15:00	0:18:00	40,917.44	12,275.23	0.00	0.00	1,276.14	382.84	*154*
186	07.05 19:36:00	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00	*155*
193	07.12 06:56:24	0:01:48	42,193.58	1,265.81	0.00	0.00	0.00	0.00	*156*
193	07.12 07:00:00	0:09:00	42,147.45	6,322.12	0.00	0.00	46.13	6.92	*157*
193	07.12 07:15:00	0:15:00	41,947.23	10,486.81	0.00	0.00	246.35	61.59	*158*
193	07.12 07:30:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00	*159*
193	07.12 07:45:00	0:15:00	41,018.92	10,254.73	0.00	0.00	1,174.66	293.66	*160*
193	07.12 08:00:00	0:15:00	39,480.73	9,870.18	0.00	0.00	2,712.85	678.21	*161*
193	07.12 08:15:00	0:15:00	38,347.46	9,586.87	0.00	0.00	3,846.12	961.53	*162*
193	07.12 08:30:00	0:15:00	34,423.55	8,605.89	0.00	0.00	7,770.03	1,942.51	*163*
193	07.12 08:45:00	0:15:00	28,829.54	7,207.39	0.00	0.00	13,364.04	3,341.01	*164*
193	07.12 09:00:00	0:15:00	23,915.24	5,978.81	0.00	0.00	18,278.34	4,569.59	*165*
193	07.12 09:15:00	0:15:00	19,988.09	4,997.02	0.00	0.00	22,205.49	5,551.37	*166*
193	07.12 09:30:00	0:15:00	16,992.48	4,248.12	0.00	0.00	25,201.10	6,300.28	*167*
193	07.12 09:45:00	0:15:00	14,850.62	3,712.66	0.00	0.00	27,342.96	6,835.74	*168*
193	07.12 10:00:00	0:15:00	13,234.13	3,308.53	0.00	0.00	28,959.45	7,239.86	*169*
193	07.12 10:15:00	0:15:00	11,955.50	2,988.88	0.00	0.00	30,238.08	7,559.52	*170*
193	07.12 10:30:00	0:15:00	11,016.47	2,754.12	0.00	0.00	31,177.10	7,794.28	*171*
193	07.12 10:45:00	0:15:00	10,181.17	2,545.29	0.00	0.00	32,012.40	8,003.10	*172*
193	07.12 11:00:00	0:15:00	9,270.08	2,317.52	0.00	0.00	32,923.50	8,230.88	*173*
193	07.12 11:15:00	0:15:00	8,375.43	2,093.86	0.00	0.00	33,818.15	8,454.54	*174*
193	07.12 11:30:00	0:15:00	7,557.34	1,889.33	0.00	0.00	34,636.24	8,659.06	*175*
193	07.12 11:45:00	0:15:00	6,657.46	1,664.37	0.00	0.00	35,536.12	8,884.03	*176*
193	07.12 12:00:00	0:15:00	5,502.50	1,375.63	0.00	0.00	36,691.08	9,172.77	*177*
193	07.12 12:15:00	0:15:00	4,409.13	1,102.28	0.00	0.00	37,784.45	9,446.11	*178*
193	07.12 12:30:00	0:15:00	3,366.38	841.60	0.00	0.00	38,827.20	9,706.80	*179*
193	07.12 12:45:00	0:15:00	2,331.61	582.90	0.00	0.00	39,861.97	9,965.49	*180*
193	07.12 13:00:00	0:15:00	1,323.26	330.82	0.00	0.00	40,870.31	10,217.58	*181*
193	07.12 13:15:00	0:15:00	1,108.83	277.21	0.00	0.00	41,084.75	10,271.19	*182*
193	07.12 13:30:00	0:15:00	1,279.13	319.78	0.00	0.00	40,914.45	10,228.61	*183*
193	07.12 13:45:00	0:15:00	1,495.56	373.89	0.00	0.00	40,698.02	10,174.50	*184*
193	07.12 14:00:00	0:15:00	1,720.72	430.18	0.00	0.00	40,472.86	10,118.22	*185*
193	07.12 14:15:00	0:15:00	2,019.18	504.80	0.00	0.00	40,174.40	10,043.60	*186*
193	07.12 14:30:00	0:15:00	2,309.42	577.35	0.00	0.00	39,884.16	9,971.04	*187*
193	07.12 14:45:00	0:15:00	2,633.06	658.27	0.00	0.00	39,560.52	9,890.13	*188*
193	07.12 15:00:00	0:15:00	2,920.80	730.20	0.00	0.00	39,272.77	9,818.19	*189*
193	07.12 15:15:00	0:15:00	3,218.02	804.51	0.00	0.00	38,975.56	9,743.89	*190*
193	07.12 15:30:00	0:15:00	3,524.21	881.05	0.00	0.00	38,669.36	9,667.34	*191*
193	07.12 15:45:00	0:15:00	3,877.53	969.38	0.00	0.00	38,316.04	9,579.01	*192*
193	07.12 16:00:00	0:15:00	4,278.48	1,069.62	0.00	0.00	37,915.10	9,478.78	*193*
193	07.12 16:15:00	0:15:00	5,287.07	1,321.77	0.00	0.00	36,906.51	9,226.63	*194*
193	07.12 16:30:00	0:15:00	6,837.24	1,709.31	0.00	0.00	35,356.34	8,839.09	*195*
193	07.12 16:45:00	0:15:00	8,712.30	2,178.07	0.00	0.00	33,481.28	8,370.32	*196*
193	07.12 17:00:00	0:15:00	10,935.44	2,733.86	0.00	0.00	31,258.14	7,814.54	*197*
193	07.12 17:15:00	0:15:00	13,304.45	3,326.11	0.00	0.00	28,889.13	7,222.28	*198*
193	07.12 17:30:00	0:15:00	15,930.28	3,982.57	0.00	0.00	26,263.30	6,565.83	*199*
193	07.12 17:45:00	0:15:00	18,722.42	4,680.61	0.00	0.00	23,471.16	5,867.79	*200*
193	07.12 18:00:00	0:15:00	21,508.33	5,377.08	0.00	0.00	20,685.25	5,171.31	*201*
193	07.12 18:15:00	0:15:00	24,447.34	6,111.83	0.00	0.00	17,746.24	4,436.56	*202*
193	07.12 18:30:00	0:15:00	27,720.71	6,930.18	0.00	0.00	14,472.87	3,618.22	*203*
193	07.12 18:45:00	0:15:00	30,203.92	7,550.98	0.00	0.00	11,989.66	2,997.42	*204*
193	07.12 19:00:00	0:15:00	34,973.35	8,743.34	0.00	0.00	7,220.23	1,805.06	*205*
193	07.12 19:15:00	0:16:48	41,293.70	11,562.24	0.00	0.00	899.88	251.97	*206*
193	07.12 19:33:36	0:09:00	42,193.58	6,329.04	0.00	0.00	0.00	0.00	*207*
200	07.19 07:01:11	0:07:48	42,193.58	5,485.17	0.00	0.00	0.00	0.00	*208*
200	07.19 07:16:11	0:14:24	42,193.58	10,126.46	0.00	0.00	0.00	0.00	*209*
200	07.19 07:30:00	0:14:24	42,193.58	10,126.46	0.00	0.00	0.00	0.00	*210*
200	07.19 07:45:00	0:15:00	41,584.93	10,396.23	0.00	0.00	608.65	152.16	*211*
200	07.19 08:00:00	0:15:00	40,589.55	10,147.39	0.00	0.00	1,604.02	401.01	*212*
200	07.19 08:15:00	0:15:00	38,984.03	9,746.01	0.00	0.00	3,209.54	802.39	*213*
200	07.19 08:30:00	0:15:00	35,729.36	8,932.34	0.00	0.00	6,464.22	1,616.05	*214*
200	07.19 08:45:00	0:15:00	29,606.49	7,401.62	0.00	0.00	12,587.09	3,146.77	*215*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
200	07.19 09:00:00	0:15:00	24,551.31	6,137.83	0.00	0.00	17,642.27	4,410.57	*216*
200	07.19 09:15:00	0:15:00	20,502.73	5,125.68	0.00	0.00	21,690.85	5,422.71	*217*
200	07.19 09:30:00	0:15:00	17,494.90	4,373.73	0.00	0.00	24,698.67	6,174.67	*218*
200	07.19 09:45:00	0:15:00	15,328.36	3,832.09	0.00	0.00	26,865.22	6,716.30	*219*
200	07.19 10:00:00	0:15:00	13,645.80	3,411.45	0.00	0.00	28,547.78	7,136.95	*220*
200	07.19 10:15:00	0:15:00	12,320.29	3,080.07	0.00	0.00	29,873.29	7,468.32	*221*
200	07.19 10:30:00	0:15:00	11,341.87	2,835.47	0.00	0.00	30,851.71	7,712.93	*222*
200	07.19 10:45:00	0:15:00	10,500.08	2,625.02	0.00	0.00	31,693.49	7,923.37	*223*
200	07.19 11:00:00	0:15:00	9,590.23	2,397.56	0.00	0.00	32,603.35	8,150.84	*224*
200	07.19 11:15:00	0:15:00	8,670.90	2,167.73	0.00	0.00	33,522.67	8,380.67	*225*
200	07.19 11:30:00	0:15:00	7,784.49	1,946.12	0.00	0.00	34,409.09	8,602.27	*226*
200	07.19 11:45:00	0:15:00	6,899.07	1,724.77	0.00	0.00	35,294.51	8,823.63	*227*
200	07.19 12:00:00	0:15:00	5,710.70	1,427.68	0.00	0.00	36,482.87	9,120.72	*228*
200	07.19 12:15:00	0:15:00	4,589.16	1,147.29	0.00	0.00	37,604.42	9,401.11	*229*
200	07.19 12:30:00	0:15:00	3,520.72	880.18	0.00	0.00	38,672.85	9,668.21	*230*
200	07.19 12:45:00	0:15:00	2,457.03	614.26	0.00	0.00	39,736.55	9,934.14	*231*
200	07.19 13:00:00	0:15:00	1,425.25	356.31	0.00	0.00	40,768.33	10,192.08	*232*
200	07.19 13:15:00	0:15:00	1,189.37	297.34	0.00	0.00	41,004.21	10,251.05	*233*
200	07.19 13:30:00	0:15:00	1,364.41	341.10	0.00	0.00	40,829.17	10,207.29	*234*
200	07.19 13:45:00	0:15:00	1,581.83	395.46	0.00	0.00	40,611.75	10,152.94	*235*
200	07.19 14:00:00	0:15:00	1,804.99	451.25	0.00	0.00	40,388.58	10,097.15	*236*
200	07.19 14:15:00	0:15:00	2,101.46	525.37	0.00	0.00	40,092.11	10,023.03	*237*
200	07.19 14:30:00	0:15:00	2,395.19	598.80	0.00	0.00	39,798.39	9,949.60	*238*
200	07.19 14:45:00	0:15:00	2,723.57	680.89	0.00	0.00	39,470.00	9,867.50	*239*
200	07.19 15:00:00	0:15:00	3,011.32	752.83	0.00	0.00	39,182.26	9,795.57	*240*
200	07.19 15:15:00	0:15:00	3,313.27	828.32	0.00	0.00	38,880.31	9,720.08	*241*
200	07.19 15:30:00	0:15:00	3,621.71	905.43	0.00	0.00	38,571.87	9,642.97	*242*
200	07.19 15:45:00	0:15:00	3,979.52	994.88	0.00	0.00	38,214.06	9,553.52	*243*
200	07.19 16:00:00	0:15:00	4,402.65	1,100.66	0.00	0.00	37,790.93	9,447.73	*244*
200	07.19 16:15:00	0:15:00	5,500.76	1,375.19	0.00	0.00	36,692.82	9,173.21	*245*
200	07.19 16:30:00	0:15:00	6,795.10	1,698.77	0.00	0.00	35,398.48	8,849.62	*246*
200	07.19 16:45:00	0:15:00	8,715.29	2,178.82	0.00	0.00	33,478.29	8,369.57	*247*
200	07.19 17:00:00	0:15:00	10,951.15	2,737.79	0.00	0.00	31,242.43	7,810.61	*248*
200	07.19 17:15:00	0:15:00	13,410.67	3,352.67	0.00	0.00	28,782.91	7,195.73	*249*
200	07.19 17:30:00	0:15:00	16,078.39	4,019.60	0.00	0.00	26,115.19	6,528.80	*250*
200	07.19 17:45:00	0:15:00	18,934.36	4,733.59	0.00	0.00	23,259.22	5,814.80	*251*
200	07.19 18:00:00	0:15:00	21,779.12	5,444.78	0.00	0.00	20,414.46	5,103.62	*252*
200	07.19 18:15:00	0:15:00	24,835.06	6,208.77	0.00	0.00	17,358.51	4,339.63	*253*
200	07.19 18:30:00	0:15:00	27,895.50	6,973.88	0.00	0.00	14,298.08	3,574.52	*254*
200	07.19 18:45:00	0:15:00	30,709.59	7,677.40	0.00	0.00	11,483.99	2,871.00	*255*
200	07.19 19:00:00	0:15:00	35,681.24	8,920.31	0.00	0.00	6,512.34	1,628.09	*256*
200	07.19 19:15:00	0:15:00	41,904.84	10,476.21	0.00	0.00	288.74	72.19	*257*
200	07.19 19:30:00	0:07:48	42,193.58	5,485.17	0.00	0.00	0.00	0.00	*258*
207	07.26 07:07:12	0:03:36	42,193.58	2,531.62	0.00	0.00	0.00	0.00	*259*
207	07.26 07:15:00	0:11:24	42,193.58	8,016.78	0.00	0.00	0.00	0.00	*260*
207	07.26 07:30:00	0:15:00	42,069.65	10,517.41	0.00	0.00	123.92	30.98	*261*
207	07.26 07:45:00	0:15:00	42,094.59	10,523.65	0.00	0.00	98.99	24.75	*262*
207	07.26 08:00:00	0:15:00	41,208.92	10,302.23	0.00	0.00	984.66	246.16	*263*
207	07.26 08:15:00	0:15:00	39,481.22	9,870.31	0.00	0.00	2,712.35	678.09	*264*
207	07.26 08:30:00	0:15:00	36,538.98	9,134.74	0.00	0.00	5,654.60	1,413.65	*265*
207	07.26 08:45:00	0:15:00	30,390.93	7,597.73	0.00	0.00	11,802.65	2,950.66	*266*
207	07.26 09:00:00	0:15:00	25,204.34	6,301.09	0.00	0.00	16,989.24	4,247.31	*267*
207	07.26 09:15:00	0:15:00	21,042.56	5,260.64	0.00	0.00	21,151.02	5,287.76	*268*
207	07.26 09:30:00	0:15:00	18,094.33	4,523.58	0.00	0.00	24,099.25	6,024.81	*269*
207	07.26 09:45:00	0:15:00	15,846.50	3,961.62	0.00	0.00	26,347.08	6,586.77	*270*
207	07.26 10:00:00	0:15:00	14,086.88	3,521.72	0.00	0.00	28,106.69	7,026.67	*271*
207	07.26 10:15:00	0:15:00	12,748.91	3,187.23	0.00	0.00	29,444.67	7,361.17	*272*
207	07.26 10:30:00	0:15:00	11,722.61	2,930.65	0.00	0.00	30,470.96	7,617.74	*273*
207	07.26 10:45:00	0:15:00	10,879.58	2,719.90	0.00	0.00	31,313.99	7,828.50	*274*
207	07.26 11:00:00	0:15:00	9,958.51	2,489.63	0.00	0.00	32,235.07	8,058.77	*275*
207	07.26 11:15:00	0:15:00	9,020.48	2,255.12	0.00	0.00	33,173.10	8,293.27	*276*
207	07.26 11:30:00	0:15:00	8,067.74	2,016.94	0.00	0.00	34,125.83	8,531.46	*277*
207	07.26 11:45:00	0:15:00	7,165.87	1,791.47	0.00	0.00	35,027.71	8,756.93	*278*
207	07.26 12:00:00	0:15:00	5,943.84	1,485.96	0.00	0.00	36,249.74	9,062.44	*279*
207	07.26 12:15:00	0:15:00	4,767.44	1,191.86	0.00	0.00	37,426.14	9,356.54	*280*
207	07.26 12:30:00	0:15:00	3,672.82	918.21	0.00	0.00	38,520.75	9,630.19	*281*
207	07.26 12:45:00	0:15:00	2,585.44	646.36	0.00	0.00	39,608.14	9,902.04	*282*
207	07.26 13:00:00	0:15:00	1,522.99	380.75	0.00	0.00	40,670.59	10,167.65	*283*
207	07.26 13:15:00	0:15:00	1,309.55	327.39	0.00	0.00	40,884.03	10,221.01	*284*
207	07.26 13:30:00	0:15:00	1,483.59	370.90	0.00	0.00	40,709.99	10,177.50	*285*
207	07.26 13:45:00	0:15:00	1,699.02	424.76	0.00	0.00	40,494.55	10,123.64	*286*
207	07.26 14:00:00	0:15:00	1,922.19	480.55	0.00	0.00	40,271.39	10,067.85	*287*
207	07.26 14:15:00	0:15:00	2,220.15	555.04	0.00	0.00	39,973.43	9,993.36	*288*
207	07.26 14:30:00	0:15:00	2,508.39	627.10	0.00	0.00	39,685.19	9,921.30	*289*
207	07.26 14:45:00	0:15:00	2,851.99	713.00	0.00	0.00	39,341.59	9,835.40	*290*
207	07.26 15:00:00	0:15:00	3,139.98	784.99	0.00	0.00	39,053.60	9,763.40	*291*
207	07.26 15:15:00	0:15:00	3,443.93	860.98	0.00	0.00	38,749.65	9,687.41	*292*
207	07.26 15:30:00	0:15:00	3,754.61	938.65	0.00	0.00	38,438.97	9,609.74	*293*
207	07.26 15:45:00	0:15:00	4,120.64	1,030.16	0.00	0.00	38,072.93	9,518.23	*294*
207	07.26 16:00:00	0:15:00	4,601.88	1,150.47	0.00	0.00	37,591.70	9,397.93	*295*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
207	07.26 16:15:00	0:15:00	5,821.16	1,455.29	0.00	0.00	36,372.42	9,093.10	*296*
207	07.26 16:30:00	0:15:00	7,139.94	1,784.98	0.00	0.00	35,053.64	8,763.41	*297*
207	07.26 16:45:00	0:15:00	8,800.56	2,200.14	0.00	0.00	33,393.02	8,348.25	*298*
207	07.26 17:00:00	0:15:00	11,058.61	2,764.65	0.00	0.00	31,134.97	7,783.74	*299*
207	07.26 17:15:00	0:15:00	13,630.09	3,407.52	0.00	0.00	28,563.49	7,140.87	*300*
207	07.26 17:30:00	0:15:00	16,417.24	4,104.31	0.00	0.00	25,776.33	6,444.08	*301*
207	07.26 17:45:00	0:15:00	19,325.08	4,831.27	0.00	0.00	22,868.50	5,717.12	*302*
207	07.26 18:00:00	0:15:00	22,318.69	5,579.67	0.00	0.00	19,874.88	4,968.72	*303*
207	07.26 18:15:00	0:15:00	25,375.14	6,343.79	0.00	0.00	16,818.44	4,204.61	*304*
207	07.26 18:30:00	0:15:00	28,502.40	7,125.60	0.00	0.00	13,691.18	3,422.79	*305*
207	07.26 18:45:00	0:15:00	31,623.93	7,905.98	0.00	0.00	10,569.65	2,642.41	*306*
207	07.26 19:00:00	0:15:00	37,115.21	9,278.80	0.00	0.00	5,078.37	1,269.59	*307*
207	07.26 19:15:00	0:12:36	42,190.34	8,859.97	0.00	0.00	3.24	0.68	*308*
207	07.26 19:25:12	0:05:24	42,193.58	3,797.42	0.00	0.00	0.00	0.00	*309*
214	08.02 07:12:36	0:01:12	42,193.58	843.87	0.00	0.00	0.00	0.00	*310*
214	08.02 07:15:00	0:09:00	42,154.93	6,323.24	0.00	0.00	38.65	5.80	*311*
214	08.02 07:30:00	0:15:00	42,150.94	10,537.74	0.00	0.00	42.64	10.66	*312*
214	08.02 07:45:00	0:15:00	42,179.12	10,544.78	0.00	0.00	14.46	3.62	*313*
214	08.02 08:00:00	0:15:00	42,015.55	10,503.89	0.00	0.00	178.03	44.51	*314*
214	08.02 08:15:00	0:15:00	39,334.11	9,833.53	0.00	0.00	2,859.47	714.87	*315*
214	08.02 08:30:00	0:15:00	36,560.17	9,140.04	0.00	0.00	5,633.41	1,408.35	*316*
214	08.02 08:45:00	0:15:00	31,012.04	7,753.01	0.00	0.00	11,181.54	2,795.39	*317*
214	08.02 09:00:00	0:15:00	25,755.39	6,438.85	0.00	0.00	16,438.19	4,109.55	*318*
214	08.02 09:15:00	0:15:00	21,713.04	5,428.26	0.00	0.00	20,480.54	5,120.13	*319*
214	08.02 09:30:00	0:15:00	18,693.00	4,673.25	0.00	0.00	23,500.58	5,875.15	*320*
214	08.02 09:45:00	0:15:00	16,350.92	4,087.73	0.00	0.00	25,842.66	6,460.67	*321*
214	08.02 10:00:00	0:15:00	14,549.42	3,637.35	0.00	0.00	27,644.16	6,911.04	*322*
214	08.02 10:15:00	0:15:00	13,208.95	3,302.24	0.00	0.00	28,984.63	7,246.16	*323*
214	08.02 10:30:00	0:15:00	12,140.26	3,035.07	0.00	0.00	30,053.32	7,513.33	*324*
214	08.02 10:45:00	0:15:00	11,306.46	2,826.62	0.00	0.00	30,887.12	7,721.78	*325*
214	08.02 11:00:00	0:15:00	10,375.66	2,593.92	0.00	0.00	31,817.92	7,954.48	*326*
214	08.02 11:15:00	0:15:00	9,409.21	2,352.30	0.00	0.00	32,784.37	8,196.09	*327*
214	08.02 11:30:00	0:15:00	8,376.43	2,094.11	0.00	0.00	33,817.15	8,454.29	*328*
214	08.02 11:45:00	0:15:00	7,433.66	1,858.42	0.00	0.00	34,759.91	8,689.98	*329*
214	08.02 12:00:00	0:15:00	6,288.93	1,572.23	0.00	0.00	35,904.65	8,976.16	*330*
214	08.02 12:15:00	0:15:00	4,941.98	1,235.50	0.00	0.00	37,251.60	9,312.90	*331*
214	08.02 12:30:00	0:15:00	3,803.23	950.81	0.00	0.00	38,390.35	9,597.59	*332*
214	08.02 12:45:00	0:15:00	2,680.94	670.23	0.00	0.00	39,512.64	9,878.16	*333*
214	08.02 13:00:00	0:15:00	1,594.30	398.58	0.00	0.00	40,599.28	10,149.82	*334*
214	08.02 13:15:00	0:15:00	1,458.66	364.66	0.00	0.00	40,734.92	10,183.73	*335*
214	08.02 13:30:00	0:15:00	1,637.19	409.30	0.00	0.00	40,556.39	10,139.10	*336*
214	08.02 13:45:00	0:15:00	1,852.87	463.22	0.00	0.00	40,340.71	10,085.18	*337*
214	08.02 14:00:00	0:15:00	2,079.02	519.76	0.00	0.00	40,114.56	10,028.64	*338*
214	08.02 14:15:00	0:15:00	2,377.98	594.50	0.00	0.00	39,815.59	9,953.90	*339*
214	08.02 14:30:00	0:15:00	2,675.20	668.80	0.00	0.00	39,518.38	9,879.59	*340*
214	08.02 14:45:00	0:15:00	3,018.30	754.57	0.00	0.00	39,175.28	9,793.82	*341*
214	08.02 15:00:00	0:15:00	3,304.54	826.14	0.00	0.00	38,889.03	9,722.26	*342*
214	08.02 15:15:00	0:15:00	3,610.99	902.75	0.00	0.00	38,582.59	9,645.65	*343*
214	08.02 15:30:00	0:15:00	3,930.89	982.72	0.00	0.00	38,262.68	9,565.67	*344*
214	08.02 15:45:00	0:15:00	4,304.16	1,076.04	0.00	0.00	37,889.42	9,472.35	*345*
214	08.02 16:00:00	0:15:00	4,979.63	1,244.91	0.00	0.00	37,213.95	9,303.49	*346*
214	08.02 16:15:00	0:15:00	6,275.22	1,568.80	0.00	0.00	35,918.36	8,979.59	*347*
214	08.02 16:30:00	0:15:00	7,670.29	1,917.57	0.00	0.00	34,523.29	8,630.82	*348*
214	08.02 16:45:00	0:15:00	9,172.58	2,293.15	0.00	0.00	33,021.00	8,255.25	*349*
214	08.02 17:00:00	0:15:00	11,338.13	2,834.53	0.00	0.00	30,855.45	7,713.86	*350*
214	08.02 17:15:00	0:15:00	14,018.56	3,504.64	0.00	0.00	28,175.01	7,043.75	*351*
214	08.02 17:30:00	0:15:00	16,976.52	4,244.13	0.00	0.00	25,217.06	6,304.26	*352*
214	08.02 17:45:00	0:15:00	20,094.31	5,023.58	0.00	0.00	22,099.27	5,524.82	*353*
214	08.02 18:00:00	0:15:00	23,194.14	5,798.53	0.00	0.00	18,999.44	4,749.86	*354*
214	08.02 18:15:00	0:15:00	26,671.23	6,667.81	0.00	0.00	15,522.35	3,880.59	*355*
214	08.02 18:30:00	0:15:00	29,486.06	7,371.52	0.00	0.00	12,707.52	3,176.88	*356*
214	08.02 18:45:00	0:15:00	32,878.62	8,219.66	0.00	0.00	9,314.96	2,328.74	*357*
214	08.02 19:00:00	0:15:00	39,353.81	9,838.45	0.00	0.00	2,839.77	709.94	*358*
214	08.02 19:15:00	0:09:00	42,193.58	6,329.04	0.00	0.00	0.00	0.00	*359*
214	08.02 19:18:36	0:01:48	42,193.58	1,265.81	0.00	0.00	0.00	0.00	*360*
221	08.09 07:19:12	0:05:24	42,193.58	3,797.42	0.00	0.00	0.00	0.00	*361*
221	08.09 07:30:00	0:12:36	42,193.58	8,860.65	0.00	0.00	0.00	0.00	*362*
221	08.09 07:45:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00	*363*
221	08.09 08:00:00	0:15:00	40,925.17	10,231.29	0.00	0.00	1,268.41	317.10	*364*
221	08.09 08:15:00	0:15:00	38,645.68	9,661.42	0.00	0.00	3,547.90	886.98	*365*
221	08.09 08:30:00	0:15:00	36,150.00	9,037.50	0.00	0.00	6,043.58	1,510.89	*366*
221	08.09 08:45:00	0:15:00	31,479.56	7,869.89	0.00	0.00	10,714.02	2,678.51	*367*
221	08.09 09:00:00	0:15:00	26,310.43	6,577.61	0.00	0.00	15,883.15	3,970.79	*368*
221	08.09 09:15:00	0:15:00	22,346.87	5,586.72	0.00	0.00	19,846.71	4,961.68	*369*
221	08.09 09:30:00	0:15:00	19,306.88	4,826.72	0.00	0.00	22,886.70	5,721.67	*370*
221	08.09 09:45:00	0:15:00	16,896.48	4,224.12	0.00	0.00	25,297.10	6,324.27	*371*
221	08.09 10:00:00	0:15:00	15,020.92	3,755.23	0.00	0.00	27,172.66	6,793.16	*372*
221	08.09 10:15:00	0:15:00	13,687.94	3,421.98	0.00	0.00	28,505.64	7,126.41	*373*
221	08.09 10:30:00	0:15:00	12,590.83	3,147.71	0.00	0.00	29,602.75	7,400.69	*374*
221	08.09 10:45:00	0:15:00	11,770.74	2,942.68	0.00	0.00	30,422.84	7,605.71	*375*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
221	08.09 11:00:00	0:15:00	10,840.19	2,710.05	0.00	0.00	31,353.39	7,838.35	*376*
221	08.09 11:15:00	0:15:00	9,819.13	2,454.78	0.00	0.00	32,374.45	8,093.61	*377*
221	08.09 11:30:00	0:15:00	8,724.01	2,181.00	0.00	0.00	33,469.56	8,367.39	*378*
221	08.09 11:45:00	0:15:00	7,725.15	1,931.29	0.00	0.00	34,468.43	8,617.11	*379*
221	08.09 12:00:00	0:15:00	6,389.42	1,597.35	0.00	0.00	35,804.16	8,951.04	*380*
221	08.09 12:15:00	0:15:00	5,116.77	1,279.19	0.00	0.00	37,076.81	9,269.20	*381*
221	08.09 12:30:00	0:15:00	3,923.91	980.98	0.00	0.00	38,269.67	9,567.42	*382*
221	08.09 12:45:00	0:15:00	2,762.97	690.74	0.00	0.00	39,430.61	9,857.65	*383*
221	08.09 13:00:00	0:15:00	1,642.42	410.61	0.00	0.00	40,551.16	10,137.79	*384*
221	08.09 13:15:00	0:15:00	1,650.40	412.60	0.00	0.00	40,543.18	10,135.79	*385*
221	08.09 13:30:00	0:15:00	1,814.72	453.68	0.00	0.00	40,378.86	10,094.72	*386*
221	08.09 13:45:00	0:15:00	2,036.38	509.10	0.00	0.00	40,157.19	10,039.30	*387*
221	08.09 14:00:00	0:15:00	2,264.78	566.20	0.00	0.00	39,928.80	9,982.20	*388*
221	08.09 14:15:00	0:15:00	2,572.97	643.24	0.00	0.00	39,620.61	9,905.15	*389*
221	08.09 14:30:00	0:15:00	2,879.16	719.79	0.00	0.00	39,314.41	9,828.60	*390*
221	08.09 14:45:00	0:15:00	3,225.75	806.44	0.00	0.00	38,967.83	9,741.96	*391*
221	08.09 15:00:00	0:15:00	3,501.03	875.26	0.00	0.00	38,692.55	9,673.14	*392*
221	08.09 15:15:00	0:15:00	3,814.20	953.55	0.00	0.00	38,379.38	9,594.84	*393*
221	08.09 15:30:00	0:15:00	4,140.59	1,035.15	0.00	0.00	38,052.99	9,513.25	*394*
221	08.09 15:45:00	0:15:00	4,530.06	1,132.52	0.00	0.00	37,663.51	9,415.88	*395*
221	08.09 16:00:00	0:15:00	5,499.26	1,374.82	0.00	0.00	36,694.32	9,173.58	*396*
221	08.09 16:15:00	0:15:00	6,846.46	1,711.62	0.00	0.00	35,347.12	8,836.78	*397*
221	08.09 16:30:00	0:15:00	8,299.13	2,074.78	0.00	0.00	33,894.44	8,473.61	*398*
221	08.09 16:45:00	0:15:00	9,976.46	2,494.12	0.00	0.00	32,217.11	8,054.28	*399*
221	08.09 17:00:00	0:15:00	11,713.64	2,928.41	0.00	0.00	30,479.94	7,619.99	*400*
221	08.09 17:15:00	0:15:00	14,562.63	3,640.66	0.00	0.00	27,630.95	6,907.74	*401*
221	08.09 17:30:00	0:15:00	17,784.39	4,446.10	0.00	0.00	24,409.19	6,102.30	*402*
221	08.09 17:45:00	0:15:00	21,025.85	5,256.46	0.00	0.00	21,167.73	5,291.93	*403*
221	08.09 18:00:00	0:15:00	24,478.01	6,119.50	0.00	0.00	17,715.57	4,428.89	*404*
221	08.09 18:15:00	0:15:00	28,003.47	7,000.87	0.00	0.00	14,190.11	3,547.53	*405*
221	08.09 18:30:00	0:15:00	30,679.17	7,669.79	0.00	0.00	11,514.41	2,878.60	*406*
221	08.09 18:45:00	0:20:24	34,567.42	11,752.92	0.00	0.00	7,626.16	2,592.89	*407*
221	08.09 19:10:48	0:12:36	42,193.58	8,860.65	0.00	0.00	0.00	0.00	*408*
228	08.16 07:25:12	0:02:24	42,193.58	1,687.74	0.00	0.00	0.00	0.00	*409*
228	08.16 07:30:00	0:10:12	42,193.58	7,172.91	0.00	0.00	0.00	0.00	*410*
228	08.16 07:45:00	0:15:00	41,702.62	10,425.66	0.00	0.00	490.96	122.74	*411*
228	08.16 08:00:00	0:15:00	39,774.95	9,943.74	0.00	0.00	2,418.63	604.66	*412*
228	08.16 08:15:00	0:15:00	37,960.98	9,490.25	0.00	0.00	4,232.60	1,058.15	*413*
228	08.16 08:30:00	0:15:00	35,414.94	8,853.73	0.00	0.00	6,778.64	1,694.66	*414*
228	08.16 08:45:00	0:15:00	31,910.92	7,977.73	0.00	0.00	10,282.66	2,570.66	*415*
228	08.16 09:00:00	0:15:00	26,819.59	6,704.90	0.00	0.00	15,373.99	3,843.50	*416*
228	08.16 09:15:00	0:15:00	22,812.14	5,703.04	0.00	0.00	19,381.43	4,845.36	*417*
228	08.16 09:30:00	0:15:00	19,755.20	4,938.80	0.00	0.00	22,438.38	5,609.60	*418*
228	08.16 09:45:00	0:15:00	17,358.02	4,339.50	0.00	0.00	24,835.56	6,208.89	*419*
228	08.16 10:00:00	0:15:00	15,512.88	3,878.22	0.00	0.00	26,680.70	6,670.18	*420*
228	08.16 10:15:00	0:15:00	14,191.36	3,547.84	0.00	0.00	28,002.22	7,000.56	*421*
228	08.16 10:30:00	0:15:00	13,080.29	3,270.07	0.00	0.00	29,113.29	7,278.32	*422*
228	08.16 10:45:00	0:15:00	12,275.16	3,068.79	0.00	0.00	29,918.42	7,479.61	*423*
228	08.16 11:00:00	0:15:00	11,345.61	2,836.40	0.00	0.00	30,847.97	7,711.99	*424*
228	08.16 11:15:00	0:15:00	10,275.68	2,568.92	0.00	0.00	31,917.90	7,979.48	*425*
228	08.16 11:30:00	0:15:00	9,120.97	2,280.24	0.00	0.00	33,072.61	8,268.15	*426*
228	08.16 11:45:00	0:15:00	8,208.62	2,052.16	0.00	0.00	33,984.96	8,496.24	*427*
228	08.16 12:00:00	0:15:00	6,645.99	1,661.50	0.00	0.00	35,547.59	8,886.90	*428*
228	08.16 12:15:00	0:15:00	5,306.77	1,326.69	0.00	0.00	36,886.81	9,221.70	*429*
228	08.16 12:30:00	0:15:00	4,047.59	1,011.90	0.00	0.00	38,145.99	9,536.50	*430*
228	08.16 12:45:00	0:15:00	2,830.54	707.64	0.00	0.00	39,363.04	9,840.76	*431*
228	08.16 13:00:00	0:15:00	1,981.53	495.38	0.00	0.00	40,212.05	10,053.01	*432*
228	08.16 13:15:00	0:15:00	1,852.62	463.16	0.00	0.00	40,340.96	10,085.24	*433*
228	08.16 13:30:00	0:15:00	2,021.67	505.42	0.00	0.00	40,171.90	10,042.98	*434*
228	08.16 13:45:00	0:15:00	2,243.34	560.84	0.00	0.00	39,950.24	9,987.56	*435*
228	08.16 14:00:00	0:15:00	2,486.95	621.74	0.00	0.00	39,706.63	9,926.66	*436*
228	08.16 14:15:00	0:15:00	2,799.13	699.78	0.00	0.00	39,394.45	9,848.61	*437*
228	08.16 14:30:00	0:15:00	3,117.29	779.32	0.00	0.00	39,076.29	9,769.07	*438*
228	08.16 14:45:00	0:15:00	3,449.41	862.35	0.00	0.00	38,744.17	9,686.04	*439*
228	08.16 15:00:00	0:15:00	3,729.17	932.29	0.00	0.00	38,464.40	9,616.10	*440*
228	08.16 15:15:00	0:15:00	4,046.09	1,011.52	0.00	0.00	38,147.49	9,536.87	*441*
228	08.16 15:30:00	0:15:00	4,384.95	1,096.24	0.00	0.00	37,808.63	9,452.16	*442*
228	08.16 15:45:00	0:15:00	4,868.42	1,217.11	0.00	0.00	37,325.16	9,331.29	*443*
228	08.16 16:00:00	0:15:00	6,130.10	1,532.53	0.00	0.00	36,063.48	9,015.87	*444*
228	08.16 16:15:00	0:15:00	7,537.64	1,884.41	0.00	0.00	34,655.94	8,663.98	*445*
228	08.16 16:30:00	0:15:00	9,089.55	2,272.39	0.00	0.00	33,104.03	8,276.01	*446*
228	08.16 16:45:00	0:15:00	10,849.91	2,712.48	0.00	0.00	31,343.67	7,835.92	*447*
228	08.16 17:00:00	0:15:00	12,830.94	3,207.74	0.00	0.00	29,362.64	7,340.66	*448*
228	08.16 17:15:00	0:15:00	15,461.76	3,865.44	0.00	0.00	26,731.82	6,682.95	*449*
228	08.16 17:30:00	0:15:00	19,010.91	4,752.73	0.00	0.00	23,182.67	5,795.67	*450*
228	08.16 17:45:00	0:15:00	22,405.22	5,601.30	0.00	0.00	19,788.36	4,947.09	*451*
228	08.16 18:00:00	0:15:00	26,386.23	6,596.56	0.00	0.00	15,807.35	3,951.84	*452*
228	08.16 18:15:00	0:15:00	29,661.60	7,415.40	0.00	0.00	12,531.98	3,133.00	*453*
228	08.16 18:30:00	0:15:00	32,216.62	8,054.15	0.00	0.00	9,976.96	2,494.24	*454*
228	08.16 18:45:00	0:16:12	37,329.39	10,078.94	0.00	0.00	4,864.18	1,313.33	*455*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
228	08.16 19:02:23	0:08:24	42,193.58	5,907.10	0.00	0.00	0.00	0.00	*456*
235	08.23 07:31:48	0:06:36	41,601.14	4,576.13	0.00	0.00	592.44	65.17	*457*
235	08.23 07:45:00	0:13:48	40,621.22	9,342.88	0.00	0.00	1,572.36	361.64	*458*
235	08.23 08:00:00	0:15:00	38,864.85	9,716.21	0.00	0.00	3,328.73	832.18	*459*
235	08.23 08:15:00	0:15:00	37,201.98	9,300.50	0.00	0.00	4,991.60	1,247.90	*460*
235	08.23 08:30:00	0:15:00	34,667.66	8,666.91	0.00	0.00	7,525.92	1,881.48	*461*
235	08.23 08:45:00	0:15:00	31,745.36	7,936.34	0.00	0.00	10,448.22	2,612.06	*462*
235	08.23 09:00:00	0:15:00	27,002.85	6,750.71	0.00	0.00	15,190.73	3,797.68	*463*
235	08.23 09:15:00	0:15:00	23,052.51	5,763.13	0.00	0.00	19,141.07	4,785.27	*464*
235	08.23 09:30:00	0:15:00	20,046.18	5,011.55	0.00	0.00	22,147.40	5,536.85	*465*
235	08.23 09:45:00	0:15:00	17,786.39	4,446.60	0.00	0.00	24,407.19	6,101.80	*466*
235	08.23 10:00:00	0:15:00	16,045.22	4,011.31	0.00	0.00	26,148.35	6,537.09	*467*
235	08.23 10:15:00	0:15:00	14,743.40	3,685.85	0.00	0.00	27,450.17	6,862.54	*468*
235	08.23 10:30:00	0:15:00	13,625.85	3,406.46	0.00	0.00	28,567.73	7,141.93	*469*
235	08.23 10:45:00	0:15:00	12,817.23	3,204.31	0.00	0.00	29,376.35	7,344.09	*470*
235	08.23 11:00:00	0:15:00	11,856.51	2,964.13	0.00	0.00	30,337.07	7,584.27	*471*
235	08.23 11:15:00	0:15:00	10,750.42	2,687.61	0.00	0.00	31,443.15	7,860.79	*472*
235	08.23 11:30:00	0:15:00	9,515.43	2,378.86	0.00	0.00	32,678.15	8,169.54	*473*
235	08.23 11:45:00	0:15:00	8,346.76	2,086.69	0.00	0.00	33,846.82	8,461.71	*474*
235	08.23 12:00:00	0:15:00	6,871.89	1,717.97	0.00	0.00	35,321.68	8,830.42	*475*
235	08.23 12:15:00	0:15:00	5,472.83	1,368.21	0.00	0.00	36,720.75	9,180.19	*476*
235	08.23 12:30:00	0:15:00	4,144.08	1,036.02	0.00	0.00	38,049.50	9,512.37	*477*
235	08.23 12:45:00	0:15:00	2,865.70	716.43	0.00	0.00	39,327.88	9,831.97	*478*
235	08.23 13:00:00	0:15:00	1,914.21	478.55	0.00	0.00	40,279.37	10,069.84	*479*
235	08.23 13:15:00	0:15:00	2,088.00	522.00	0.00	0.00	40,105.58	10,026.40	*480*
235	08.23 13:30:00	0:15:00	2,259.80	564.95	0.00	0.00	39,933.78	9,983.45	*481*
235	08.23 13:45:00	0:15:00	2,484.21	621.05	0.00	0.00	39,709.37	9,927.34	*482*
235	08.23 14:00:00	0:15:00	2,743.77	685.94	0.00	0.00	39,449.81	9,862.45	*483*
235	08.23 14:15:00	0:15:00	3,074.15	768.54	0.00	0.00	39,119.43	9,779.86	*484*
235	08.23 14:30:00	0:15:00	3,396.05	849.01	0.00	0.00	38,797.53	9,699.38	*485*
235	08.23 14:45:00	0:15:00	3,703.74	925.94	0.00	0.00	38,489.84	9,622.46	*486*
235	08.23 15:00:00	0:15:00	3,987.24	996.81	0.00	0.00	38,206.33	9,551.58	*487*
235	08.23 15:15:00	0:15:00	4,311.39	1,077.85	0.00	0.00	37,882.19	9,470.55	*488*
235	08.23 15:30:00	0:15:00	4,668.95	1,167.24	0.00	0.00	37,524.63	9,381.16	*489*
235	08.23 15:45:00	0:15:00	5,526.69	1,381.67	0.00	0.00	36,666.89	9,166.72	*490*
235	08.23 16:00:00	0:15:00	6,893.84	1,723.46	0.00	0.00	35,299.74	8,824.94	*491*
235	08.23 16:15:00	0:15:00	8,408.10	2,102.02	0.00	0.00	33,785.48	8,446.37	*492*
235	08.23 16:30:00	0:15:00	10,095.65	2,523.91	0.00	0.00	32,097.93	8,024.48	*493*
235	08.23 16:45:00	0:15:00	11,983.43	2,995.86	0.00	0.00	30,210.15	7,552.54	*494*
235	08.23 17:00:00	0:15:00	14,106.58	3,526.65	0.00	0.00	28,087.00	7,021.75	*495*
235	08.23 17:15:00	0:15:00	16,849.36	4,212.34	0.00	0.00	25,344.22	6,336.06	*496*
235	08.23 17:30:00	0:15:00	20,270.34	5,067.59	0.00	0.00	21,923.24	5,480.81	*497*
235	08.23 17:45:00	0:15:00	24,975.69	6,243.92	0.00	0.00	17,217.88	4,304.47	*498*
235	08.23 18:00:00	0:15:00	28,395.93	7,098.98	0.00	0.00	13,797.65	3,449.41	*499*
235	08.23 18:15:00	0:15:00	31,299.03	7,824.76	0.00	0.00	10,894.55	2,723.64	*500*
235	08.23 18:30:00	0:15:00	34,081.70	8,520.43	0.00	0.00	8,111.88	2,027.97	*501*
235	08.23 18:45:00	0:11:24	40,359.91	7,668.38	0.00	0.00	1,833.67	348.40	*502*
235	08.23 18:52:48	0:03:36	41,952.71	2,517.16	0.00	0.00	240.87	14.45	*503*
242	08.30 07:37:48	0:03:36	40,266.90	2,416.01	0.00	0.00	1,926.67	115.60	*504*
242	08.30 07:45:00	0:11:24	39,825.07	7,566.76	0.00	0.00	2,368.51	450.02	*505*
242	08.30 08:00:00	0:15:00	38,096.12	9,524.03	0.00	0.00	4,097.45	1,024.36	*506*
242	08.30 08:15:00	0:15:00	36,380.39	9,095.10	0.00	0.00	5,813.18	1,453.30	*507*
242	08.30 08:30:00	0:15:00	33,973.49	8,493.37	0.00	0.00	8,220.09	2,055.02	*508*
242	08.30 08:45:00	0:15:00	31,228.47	7,807.12	0.00	0.00	10,965.11	2,741.28	*509*
242	08.30 09:00:00	0:15:00	27,186.12	6,796.53	0.00	0.00	15,007.46	3,751.86	*510*
242	08.30 09:15:00	0:15:00	23,388.87	5,847.22	0.00	0.00	18,804.70	4,701.18	*511*
242	08.30 09:30:00	0:15:00	20,446.63	5,111.66	0.00	0.00	21,746.95	5,436.74	*512*
242	08.30 09:45:00	0:15:00	18,273.60	4,568.40	0.00	0.00	23,919.98	5,979.99	*513*
242	08.30 10:00:00	0:15:00	16,624.45	4,156.11	0.00	0.00	25,569.13	6,392.28	*514*
242	08.30 10:15:00	0:15:00	15,346.56	3,836.64	0.00	0.00	26,847.01	6,711.75	*515*
242	08.30 10:30:00	0:15:00	14,223.03	3,555.76	0.00	0.00	27,970.55	6,992.64	*516*
242	08.30 10:45:00	0:15:00	13,386.98	3,346.74	0.00	0.00	28,806.60	7,201.65	*517*
242	08.30 11:00:00	0:15:00	12,425.51	3,106.38	0.00	0.00	29,768.07	7,442.02	*518*
242	08.30 11:15:00	0:15:00	11,261.83	2,815.46	0.00	0.00	30,931.75	7,732.94	*519*
242	08.30 11:30:00	0:15:00	10,126.32	2,531.58	0.00	0.00	32,067.26	8,016.82	*520*
242	08.30 11:45:00	0:15:00	8,644.22	2,161.06	0.00	0.00	33,549.35	8,387.34	*521*
242	08.30 12:00:00	0:15:00	7,093.31	1,773.33	0.00	0.00	35,100.27	8,775.07	*522*
242	08.30 12:15:00	0:15:00	5,630.42	1,407.60	0.00	0.00	36,563.16	9,140.79	*523*
242	08.30 12:30:00	0:15:00	4,226.61	1,056.65	0.00	0.00	37,966.96	9,491.74	*524*
242	08.30 12:45:00	0:15:00	2,881.66	720.41	0.00	0.00	39,311.92	9,827.98	*525*
242	08.30 13:00:00	0:15:00	2,174.77	543.69	0.00	0.00	40,018.81	10,004.70	*526*
242	08.30 13:15:00	0:15:00	2,355.79	588.95	0.00	0.00	39,837.78	9,959.45	*527*
242	08.30 13:30:00	0:15:00	2,526.84	631.71	0.00	0.00	39,666.74	9,916.68	*528*
242	08.30 13:45:00	0:15:00	2,763.22	690.81	0.00	0.00	39,430.36	9,857.59	*529*
242	08.30 14:00:00	0:15:00	3,034.51	758.63	0.00	0.00	39,159.07	9,789.77	*530*
242	08.30 14:15:00	0:15:00	3,368.13	842.03	0.00	0.00	38,825.45	9,706.36	*531*
242	08.30 14:30:00	0:15:00	3,696.26	924.07	0.00	0.00	38,497.32	9,624.33	*532*
242	08.30 14:45:00	0:15:00	3,981.26	995.32	0.00	0.00	38,212.32	9,553.08	*533*
242	08.30 15:00:00	0:15:00	4,266.26	1,066.57	0.00	0.00	37,927.32	9,481.83	*534*
242	08.30 15:15:00	0:15:00	4,604.87	1,151.22	0.00	0.00	37,588.71	9,397.18	*535*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
242	08.30 15:30:00	0:15:00	5,026.26	1,256.56	0.00	0.00	37,167.32	9,291.83	*536*
242	08.30 15:45:00	0:15:00	6,322.84	1,580.71	0.00	0.00	35,870.74	8,967.68	*537*
242	08.30 16:00:00	0:15:00	7,777.76	1,944.44	0.00	0.00	34,415.82	8,603.96	*538*
242	08.30 16:15:00	0:15:00	9,440.63	2,360.16	0.00	0.00	32,752.95	8,188.24	*539*
242	08.30 16:30:00	0:15:00	11,272.30	2,818.08	0.00	0.00	30,921.28	7,730.32	*540*
242	08.30 16:45:00	0:15:00	13,307.19	3,326.80	0.00	0.00	28,886.39	7,221.60	*541*
242	08.30 17:00:00	0:15:00	15,667.97	3,916.99	0.00	0.00	26,525.61	6,631.40	*542*
242	08.30 17:15:00	0:15:00	18,836.12	4,709.03	0.00	0.00	23,357.46	5,839.36	*543*
242	08.30 17:30:00	0:15:00	24,491.97	6,122.99	0.00	0.00	17,701.61	4,425.40	*544*
242	08.30 17:45:00	0:15:00	26,980.41	6,745.10	0.00	0.00	15,213.17	3,803.29	*545*
242	08.30 18:00:00	0:15:00	30,449.02	7,612.26	0.00	0.00	11,744.56	2,936.14	*546*
242	08.30 18:15:00	0:15:00	33,039.95	8,259.99	0.00	0.00	9,153.63	2,288.41	*547*
242	08.30 18:30:00	0:13:48	36,661.15	8,432.07	0.00	0.00	5,532.42	1,272.46	*548*
242	08.30 18:42:36	0:06:36	40,896.00	4,498.56	0.00	0.00	1,297.58	142.73	*549*
249	09.06 07:44:24	0:07:48	39,096.99	5,082.61	0.00	0.00	3,096.59	402.56	*550*
249	09.06 08:00:00	0:15:00	37,485.48	9,371.37	0.00	0.00	4,708.10	1,177.02	*551*
249	09.06 08:15:00	0:15:00	35,620.40	8,905.10	0.00	0.00	6,573.18	1,643.30	*552*
249	09.06 08:30:00	0:15:00	33,268.84	8,317.21	0.00	0.00	8,924.74	2,231.18	*553*
249	09.06 08:45:00	0:15:00	30,472.21	7,618.05	0.00	0.00	11,721.37	2,930.34	*554*
249	09.06 09:00:00	0:15:00	27,144.73	6,786.18	0.00	0.00	15,048.85	3,762.21	*555*
249	09.06 09:15:00	0:15:00	23,538.48	5,884.62	0.00	0.00	18,655.10	4,663.77	*556*
249	09.06 09:30:00	0:15:00	20,770.77	5,192.69	0.00	0.00	21,422.81	5,355.70	*557*
249	09.06 09:45:00	0:15:00	18,687.51	4,671.88	0.00	0.00	23,506.07	5,876.52	*558*
249	09.06 10:00:00	0:15:00	17,187.46	4,296.87	0.00	0.00	25,006.11	6,251.53	*559*
249	09.06 10:15:00	0:15:00	15,980.89	3,995.22	0.00	0.00	26,212.68	6,553.17	*560*
249	09.06 10:30:00	0:15:00	14,841.15	3,710.29	0.00	0.00	27,352.43	6,838.11	*561*
249	09.06 10:45:00	0:15:00	14,000.11	3,500.03	0.00	0.00	28,193.47	7,048.37	*562*
249	09.06 11:00:00	0:15:00	13,007.98	3,251.99	0.00	0.00	29,185.60	7,296.40	*563*
249	09.06 11:15:00	0:15:00	11,779.71	2,944.93	0.00	0.00	30,413.87	7,603.47	*564*
249	09.06 11:30:00	0:15:00	10,348.23	2,587.06	0.00	0.00	31,845.34	7,961.34	*565*
249	09.06 11:45:00	0:15:00	8,944.68	2,236.17	0.00	0.00	33,248.90	8,312.22	*566*
249	09.06 12:00:00	0:15:00	7,321.71	1,830.43	0.00	0.00	34,871.87	8,717.97	*567*
249	09.06 12:15:00	0:15:00	5,778.53	1,444.63	0.00	0.00	36,415.05	9,103.76	*568*
249	09.06 12:30:00	0:15:00	4,290.70	1,072.67	0.00	0.00	37,902.88	9,475.72	*569*
249	09.06 12:45:00	0:15:00	2,882.66	720.66	0.00	0.00	39,310.92	9,827.73	*570*
249	09.06 13:00:00	0:15:00	2,459.77	614.94	0.00	0.00	39,733.81	9,933.45	*571*
249	09.06 13:15:00	0:15:00	2,647.77	661.94	0.00	0.00	39,545.80	9,886.45	*572*
249	09.06 13:30:00	0:15:00	2,819.82	704.96	0.00	0.00	39,373.76	9,843.44	*573*
249	09.06 13:45:00	0:15:00	3,076.15	769.04	0.00	0.00	39,117.43	9,779.36	*574*
249	09.06 14:00:00	0:15:00	3,354.16	838.54	0.00	0.00	38,839.42	9,709.85	*575*
249	09.06 14:15:00	0:15:00	3,685.79	921.45	0.00	0.00	38,507.79	9,626.95	*576*
249	09.06 14:30:00	0:15:00	3,976.77	994.19	0.00	0.00	38,216.81	9,554.20	*577*
249	09.06 14:45:00	0:15:00	4,270.50	1,067.62	0.00	0.00	37,923.08	9,480.77	*578*
249	09.06 15:00:00	0:15:00	5,260.64	1,315.16	0.00	0.00	36,932.94	9,233.24	*579*
249	09.06 15:15:00	0:15:00	4,927.02	1,231.76	0.00	0.00	37,266.56	9,316.64	*580*
249	09.06 15:30:00	0:15:00	5,778.28	1,444.57	0.00	0.00	36,415.30	9,103.83	*581*
249	09.06 15:45:00	0:15:00	7,231.70	1,807.92	0.00	0.00	34,961.88	8,740.47	*582*
249	09.06 16:00:00	0:15:00	8,820.26	2,205.07	0.00	0.00	33,373.32	8,343.33	*583*
249	09.06 16:15:00	0:15:00	10,631.99	2,658.00	0.00	0.00	31,561.59	7,890.40	*584*
249	09.06 16:30:00	0:15:00	12,620.75	3,155.19	0.00	0.00	29,572.83	7,393.21	*585*
249	09.06 16:45:00	0:15:00	14,909.72	3,727.43	0.00	0.00	27,283.86	6,820.97	*586*
249	09.06 17:00:00	0:15:00	17,702.86	4,425.71	0.00	0.00	24,490.72	6,122.68	*587*
249	09.06 17:15:00	0:15:00	21,060.26	5,265.07	0.00	0.00	21,133.32	5,283.33	*588*
249	09.06 17:30:00	0:15:00	25,683.33	6,420.83	0.00	0.00	16,510.25	4,127.56	*589*
249	09.06 17:45:00	0:15:00	29,765.57	7,441.39	0.00	0.00	12,428.00	3,107.00	*590*
249	09.06 18:00:00	0:15:00	32,970.13	8,242.53	0.00	0.00	9,223.45	2,305.86	*591*
249	09.06 18:15:00	0:16:12	34,543.73	9,326.81	0.00	0.00	7,649.84	2,065.46	*592*
249	09.06 18:31:48	0:08:24	39,998.86	5,599.84	0.00	0.00	2,194.72	307.26	*593*
256	09.13 07:50:24	0:04:48	39,043.13	3,123.45	0.00	0.00	3,150.45	252.04	*594*
256	09.13 08:00:00	0:12:36	38,219.05	8,026.00	0.00	0.00	3,974.53	834.65	*595*
256	09.13 08:15:00	0:15:00	35,859.77	8,964.94	0.00	0.00	6,333.81	1,583.45	*596*
256	09.13 08:30:00	0:15:00	33,244.91	8,311.23	0.00	0.00	8,948.67	2,237.17	*597*
256	09.13 08:45:00	0:15:00	29,875.78	7,468.95	0.00	0.00	12,317.80	3,079.45	*598*
256	09.13 09:00:00	0:15:00	26,505.16	6,626.29	0.00	0.00	15,688.41	3,922.10	*599*
256	09.13 09:15:00	0:15:00	23,239.27	5,809.82	0.00	0.00	18,954.31	4,738.58	*600*
256	09.13 09:30:00	0:15:00	20,795.96	5,198.99	0.00	0.00	21,397.62	5,349.41	*601*
256	09.13 09:45:00	0:15:00	19,024.62	4,756.16	0.00	0.00	23,168.95	5,792.24	*602*
256	09.13 10:00:00	0:15:00	17,713.08	4,428.27	0.00	0.00	24,480.50	6,120.13	*603*
256	09.13 10:15:00	0:15:00	16,633.67	4,158.42	0.00	0.00	25,559.90	6,389.98	*604*
256	09.13 10:30:00	0:15:00	15,502.40	3,875.60	0.00	0.00	26,691.17	6,672.79	*605*
256	09.13 10:45:00	0:15:00	14,662.37	3,665.59	0.00	0.00	27,531.21	6,882.80	*606*
256	09.13 11:00:00	0:15:00	13,648.04	3,412.01	0.00	0.00	28,545.54	7,136.38	*607*
256	09.13 11:15:00	0:15:00	12,528.99	3,132.25	0.00	0.00	29,664.59	7,416.15	*608*
256	09.13 11:30:00	0:15:00	10,765.88	2,691.47	0.00	0.00	31,427.69	7,856.92	*609*
256	09.13 11:45:00	0:15:00	9,241.65	2,310.41	0.00	0.00	32,951.93	8,237.98	*610*
256	09.13 12:00:00	0:15:00	7,531.41	1,882.85	0.00	0.00	34,662.17	8,665.54	*611*
256	09.13 12:15:00	0:15:00	5,910.43	1,477.61	0.00	0.00	36,283.15	9,070.79	*612*
256	09.13 12:30:00	0:15:00	4,330.09	1,082.52	0.00	0.00	37,863.49	9,465.87	*613*
256	09.13 12:45:00	0:15:00	2,850.24	712.56	0.00	0.00	39,343.34	9,835.83	*614*
256	09.13 13:00:00	0:15:00	2,773.19	693.30	0.00	0.00	39,420.38	9,855.10	*615*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
256	09.13 13:15:00	0:15:00	2,965.44	741.36	0.00	0.00	39,228.14	9,807.04	*616*
256	09.13 13:30:00	0:15:00	3,142.72	785.68	0.00	0.00	39,050.86	9,762.71	*617*
256	09.13 13:45:00	0:15:00	3,413.01	853.25	0.00	0.00	38,780.57	9,695.14	*618*
256	09.13 14:00:00	0:15:00	3,683.05	920.76	0.00	0.00	38,510.53	9,627.63	*619*
256	09.13 14:15:00	0:15:00	4,004.20	1,001.05	0.00	0.00	38,189.38	9,547.34	*620*
256	09.13 14:30:00	0:15:00	4,273.24	1,068.31	0.00	0.00	37,920.34	9,480.08	*621*
256	09.13 14:45:00	0:15:00	4,576.69	1,144.17	0.00	0.00	37,616.89	9,404.22	*622*
256	09.13 15:00:00	0:15:00	4,883.13	1,220.78	0.00	0.00	37,310.44	9,327.61	*623*
256	09.13 15:15:00	0:15:00	5,349.41	1,337.35	0.00	0.00	36,844.17	9,211.04	*624*
256	09.13 15:30:00	0:15:00	6,696.61	1,674.15	0.00	0.00	35,496.97	8,874.24	*625*
256	09.13 15:45:00	0:15:00	8,264.48	2,066.12	0.00	0.00	33,929.10	8,482.28	*626*
256	09.13 16:00:00	0:15:00	10,008.63	2,502.16	0.00	0.00	32,184.95	8,046.24	*627*
256	09.13 16:15:00	0:15:00	12,011.35	3,002.84	0.00	0.00	30,182.23	7,545.56	*628*
256	09.13 16:30:00	0:15:00	14,222.03	3,555.51	0.00	0.00	27,971.55	6,992.89	*629*
256	09.13 16:45:00	0:15:00	16,898.97	4,224.74	0.00	0.00	25,294.60	6,323.65	*630*
256	09.13 17:00:00	0:15:00	20,261.86	5,065.47	0.00	0.00	21,931.71	5,482.93	*631*
256	09.13 17:15:00	0:15:00	24,552.31	6,138.08	0.00	0.00	17,641.27	4,410.32	*632*
256	09.13 17:30:00	0:15:00	28,444.55	7,111.14	0.00	0.00	13,749.02	3,437.26	*633*
256	09.13 17:45:00	0:15:00	32,850.20	8,212.55	0.00	0.00	9,343.38	2,335.85	*634*
256	09.13 18:00:00	0:15:00	34,417.57	8,604.39	0.00	0.00	7,776.01	1,944.00	*635*
256	09.13 18:15:00	0:10:48	36,563.16	6,581.37	0.00	0.00	5,630.42	1,013.48	*636*
256	09.13 18:21:00	0:03:00	39,091.25	1,954.56	0.00	0.00	3,102.33	155.12	*637*
263	09.20 07:57:00	0:01:12	40,821.69	816.43	0.00	0.00	1,371.89	27.44	*638*
263	09.20 08:00:00	0:09:00	40,537.94	6,080.69	0.00	0.00	1,655.64	248.35	*639*
263	09.20 08:15:00	0:15:00	37,788.19	9,447.05	0.00	0.00	4,405.39	1,101.35	*640*
263	09.20 08:30:00	0:15:00	34,448.48	8,612.12	0.00	0.00	7,745.09	1,936.27	*641*
263	09.20 08:45:00	0:15:00	30,851.21	7,712.80	0.00	0.00	11,342.37	2,835.59	*642*
263	09.20 09:00:00	0:15:00	26,920.82	6,730.21	0.00	0.00	15,272.76	3,818.19	*643*
263	09.20 09:15:00	0:15:00	23,544.46	5,886.12	0.00	0.00	18,649.11	4,662.28	*644*
263	09.20 09:30:00	0:15:00	21,214.35	5,303.59	0.00	0.00	20,979.22	5,244.81	*645*
263	09.20 09:45:00	0:15:00	19,544.25	4,886.06	0.00	0.00	22,649.32	5,662.33	*646*
263	09.20 10:00:00	0:15:00	18,298.04	4,574.51	0.00	0.00	23,895.54	5,973.89	*647*
263	09.20 10:15:00	0:15:00	17,366.24	4,341.56	0.00	0.00	24,827.33	6,206.83	*648*
263	09.20 10:30:00	0:15:00	16,349.42	4,087.36	0.00	0.00	25,844.16	6,461.04	*649*
263	09.20 10:45:00	0:15:00	15,511.63	3,877.91	0.00	0.00	26,681.95	6,670.49	*650*
263	09.20 11:00:00	0:15:00	14,651.65	3,662.91	0.00	0.00	27,541.93	6,885.48	*651*
263	09.20 11:15:00	0:15:00	12,839.42	3,209.86	0.00	0.00	29,354.16	7,338.54	*652*
263	09.20 11:30:00	0:15:00	11,182.54	2,795.63	0.00	0.00	31,011.04	7,752.76	*653*
263	09.20 11:45:00	0:15:00	9,527.15	2,381.79	0.00	0.00	32,666.43	8,166.61	*654*
263	09.20 12:00:00	0:15:00	7,754.07	1,938.52	0.00	0.00	34,439.51	8,609.88	*655*
263	09.20 12:15:00	0:15:00	6,036.60	1,509.15	0.00	0.00	36,156.98	9,039.25	*656*
263	09.20 12:30:00	0:15:00	4,356.77	1,089.19	0.00	0.00	37,836.81	9,459.20	*657*
263	09.20 12:45:00	0:15:00	3,300.06	825.01	0.00	0.00	38,893.52	9,723.38	*658*
263	09.20 13:00:00	0:15:00	3,103.57	775.89	0.00	0.00	39,090.01	9,772.50	*659*
263	09.20 13:15:00	0:15:00	3,293.57	823.39	0.00	0.00	38,900.01	9,725.00	*660*
263	09.20 13:30:00	0:15:00	3,475.59	868.90	0.00	0.00	38,717.99	9,679.50	*661*
263	09.20 13:45:00	0:15:00	3,748.37	937.09	0.00	0.00	38,445.20	9,611.30	*662*
263	09.20 14:00:00	0:15:00	4,016.92	1,004.23	0.00	0.00	38,176.66	9,544.17	*663*
263	09.20 14:15:00	0:15:00	4,324.36	1,081.09	0.00	0.00	37,869.22	9,467.31	*664*
263	09.20 14:30:00	0:15:00	4,584.92	1,146.23	0.00	0.00	37,608.66	9,402.16	*665*
263	09.20 14:45:00	0:15:00	4,894.35	1,223.59	0.00	0.00	37,299.22	9,324.81	*666*
263	09.20 15:00:00	0:15:00	5,224.48	1,306.12	0.00	0.00	36,969.09	9,242.27	*667*
263	09.20 15:15:00	0:15:00	6,924.75	1,731.19	0.00	0.00	35,268.82	8,817.21	*668*
263	09.20 15:30:00	0:15:00	7,716.67	1,929.17	0.00	0.00	34,476.91	8,619.23	*669*
263	09.20 15:45:00	0:15:00	9,455.84	2,363.96	0.00	0.00	32,737.74	8,184.44	*670*
263	09.20 16:00:00	0:15:00	11,359.32	2,839.83	0.00	0.00	30,834.26	7,708.56	*671*
263	09.20 16:15:00	0:15:00	13,585.21	3,396.30	0.00	0.00	28,608.37	7,152.09	*672*
263	09.20 16:30:00	0:15:00	16,109.80	4,027.45	0.00	0.00	26,083.77	6,520.94	*673*
263	09.20 16:45:00	0:15:00	19,452.00	4,863.00	0.00	0.00	22,741.58	5,685.40	*674*
263	09.20 17:00:00	0:15:00	23,727.73	5,931.93	0.00	0.00	18,465.85	4,616.46	*675*
263	09.20 17:15:00	0:15:00	27,451.42	6,862.86	0.00	0.00	14,742.16	3,685.54	*676*
263	09.20 17:30:00	0:15:00	31,937.60	7,984.40	0.00	0.00	10,255.98	2,563.99	*677*
263	09.20 17:45:00	0:15:00	35,041.92	8,760.48	0.00	0.00	7,151.66	1,787.91	*678*
263	09.20 18:00:00	0:12:36	36,514.04	7,667.95	0.00	0.00	5,679.54	1,192.70	*679*
263	09.20 18:09:36	0:04:48	38,829.19	3,106.34	0.00	0.00	3,364.39	269.15	*680*
270	09.27 08:03:00	0:06:00	41,251.56	4,125.16	0.00	0.00	942.02	94.20	*681*
270	09.27 08:15:00	0:13:12	39,178.77	8,619.33	0.00	0.00	3,014.81	663.26	*682*
270	09.27 08:30:00	0:15:00	35,680.74	8,920.18	0.00	0.00	6,512.84	1,628.21	*683*
270	09.27 08:45:00	0:15:00	31,523.94	7,880.99	0.00	0.00	10,669.64	2,667.41	*684*
270	09.27 09:00:00	0:15:00	27,570.11	6,892.53	0.00	0.00	14,623.47	3,655.87	*685*
270	09.27 09:15:00	0:15:00	24,284.76	6,071.19	0.00	0.00	17,908.81	4,477.20	*686*
270	09.27 09:30:00	0:15:00	22,086.81	5,521.70	0.00	0.00	20,106.77	5,026.69	*687*
270	09.27 09:45:00	0:15:00	20,307.49	5,076.87	0.00	0.00	21,886.08	5,471.52	*688*
270	09.27 10:00:00	0:15:00	19,288.43	4,822.11	0.00	0.00	22,905.15	5,726.29	*689*
270	09.27 10:15:00	0:15:00	18,569.07	4,642.27	0.00	0.00	23,624.50	5,906.13	*690*
270	09.27 10:30:00	0:15:00	17,701.36	4,425.34	0.00	0.00	24,492.22	6,123.05	*691*
270	09.27 10:45:00	0:15:00	16,918.42	4,229.61	0.00	0.00	25,275.15	6,318.79	*692*
270	09.27 11:00:00	0:15:00	15,721.33	3,930.33	0.00	0.00	26,472.25	6,618.06	*693*
270	09.27 11:15:00	0:15:00	14,046.99	3,511.75	0.00	0.00	28,146.59	7,036.65	*694*
270	09.27 11:30:00	0:15:00	12,137.52	3,034.38	0.00	0.00	30,056.06	7,514.01	*695*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
270	09.27 11:45:00	0:15:00	10,226.56	2,556.64	0.00	0.00	31,967.02	7,991.76	*696*
270	09.27 12:00:00	0:15:00	8,213.86	2,053.46	0.00	0.00	33,979.72	8,494.93	*697*
270	09.27 12:15:00	0:15:00	6,330.82	1,582.71	0.00	0.00	35,862.76	8,965.69	*698*
270	09.27 12:30:00	0:15:00	4,421.10	1,105.28	0.00	0.00	37,772.48	9,443.12	*699*
270	09.27 12:45:00	0:15:00	3,371.37	842.84	0.00	0.00	38,822.21	9,705.55	*700*
270	09.27 13:00:00	0:15:00	3,761.09	940.27	0.00	0.00	38,432.49	9,608.12	*701*
270	09.27 13:15:00	0:15:00	3,624.45	906.11	0.00	0.00	38,569.13	9,642.28	*702*
270	09.27 13:30:00	0:15:00	3,814.45	953.61	0.00	0.00	38,379.13	9,594.78	*703*
270	09.27 13:45:00	0:15:00	4,092.22	1,023.05	0.00	0.00	38,101.36	9,525.34	*704*
270	09.27 14:00:00	0:15:00	4,360.26	1,090.07	0.00	0.00	37,833.32	9,458.33	*705*
270	09.27 14:15:00	0:15:00	4,648.75	1,162.19	0.00	0.00	37,544.83	9,386.21	*706*
270	09.27 14:30:00	0:15:00	4,907.07	1,226.77	0.00	0.00	37,286.51	9,321.63	*707*
270	09.27 14:45:00	0:15:00	5,223.99	1,306.00	0.00	0.00	36,969.59	9,242.40	*708*
270	09.27 15:00:00	0:15:00	5,713.95	1,428.49	0.00	0.00	36,479.63	9,119.91	*709*
270	09.27 15:15:00	0:15:00	8,061.01	2,015.25	0.00	0.00	34,132.57	8,533.14	*710*
270	09.27 15:30:00	0:15:00	8,712.05	2,178.01	0.00	0.00	33,481.53	8,370.38	*711*
270	09.27 15:45:00	0:15:00	10,597.08	2,649.27	0.00	0.00	31,596.50	7,899.13	*712*
270	09.27 16:00:00	0:15:00	12,766.86	3,191.72	0.00	0.00	29,426.72	7,356.68	*713*
270	09.27 16:15:00	0:15:00	15,268.77	3,817.19	0.00	0.00	26,924.81	6,731.20	*714*
270	09.27 16:30:00	0:15:00	18,330.45	4,582.61	0.00	0.00	23,863.13	5,965.78	*715*
270	09.27 16:45:00	0:15:00	22,210.73	5,552.68	0.00	0.00	19,982.85	4,995.71	*716*
270	09.27 17:00:00	0:15:00	26,540.82	6,635.21	0.00	0.00	15,652.76	3,913.19	*717*
270	09.27 17:15:00	0:15:00	30,728.54	7,682.13	0.00	0.00	11,465.04	2,866.26	*718*
270	09.27 17:30:00	0:15:00	35,552.33	8,888.08	0.00	0.00	6,641.25	1,660.31	*719*
270	09.27 17:45:00	0:13:48	36,574.63	8,412.17	0.00	0.00	5,618.95	1,292.36	*720*
270	09.27 17:58:11	0:06:36	38,526.74	4,237.94	0.00	0.00	3,666.84	403.35	*721*
277	10.04 08:09:36	0:02:24	41,423.86	1,656.95	0.00	0.00	769.72	30.79	*722*
277	10.04 08:15:00	0:10:12	40,476.85	6,881.07	0.00	0.00	1,716.73	291.84	*723*
277	10.04 08:30:00	0:15:00	36,675.37	9,168.84	0.00	0.00	5,518.21	1,379.55	*724*
277	10.04 08:45:00	0:15:00	32,655.21	8,163.80	0.00	0.00	9,538.37	2,384.59	*725*
277	10.04 09:00:00	0:15:00	28,835.77	7,208.94	0.00	0.00	13,357.80	3,339.45	*726*
277	10.04 09:15:00	0:15:00	25,521.51	6,380.38	0.00	0.00	16,672.07	4,168.02	*727*
277	10.04 09:30:00	0:15:00	23,177.93	5,794.48	0.00	0.00	19,015.65	4,753.91	*728*
277	10.04 09:45:00	0:15:00	21,727.25	5,431.81	0.00	0.00	20,466.33	5,116.58	*729*
277	10.04 10:00:00	0:15:00	20,814.66	5,203.66	0.00	0.00	21,378.92	5,344.73	*730*
277	10.04 10:15:00	0:15:00	20,214.24	5,053.56	0.00	0.00	21,979.34	5,494.84	*731*
277	10.04 10:30:00	0:15:00	19,167.75	4,791.94	0.00	0.00	23,025.83	5,756.46	*732*
277	10.04 10:45:00	0:15:00	18,498.26	4,624.57	0.00	0.00	23,695.32	5,923.83	*733*
277	10.04 11:00:00	0:15:00	17,294.43	4,323.61	0.00	0.00	24,899.15	6,224.79	*734*
277	10.04 11:15:00	0:15:00	15,448.55	3,862.14	0.00	0.00	26,745.03	6,686.26	*735*
277	10.04 11:30:00	0:15:00	13,393.71	3,348.43	0.00	0.00	28,799.87	7,199.97	*736*
277	10.04 11:45:00	0:15:00	11,474.02	2,868.50	0.00	0.00	30,719.56	7,679.89	*737*
277	10.04 12:00:00	0:15:00	9,390.01	2,347.50	0.00	0.00	32,803.57	8,200.89	*738*
277	10.04 12:15:00	0:15:00	7,421.20	1,855.30	0.00	0.00	34,772.38	8,693.10	*739*
277	10.04 12:30:00	0:15:00	5,348.91	1,337.23	0.00	0.00	36,844.67	9,211.17	*740*
277	10.04 12:45:00	0:15:00	4,588.66	1,147.17	0.00	0.00	37,604.92	9,401.23	*741*
277	10.04 13:00:00	0:15:00	4,691.39	1,172.85	0.00	0.00	37,502.19	9,375.55	*742*
277	10.04 13:15:00	0:15:00	4,536.55	1,134.14	0.00	0.00	37,657.03	9,414.26	*743*
277	10.04 13:30:00	0:15:00	4,568.21	1,142.05	0.00	0.00	37,625.36	9,406.34	*744*
277	10.04 13:45:00	0:15:00	4,777.91	1,194.48	0.00	0.00	37,415.67	9,353.92	*745*
277	10.04 14:00:00	0:15:00	4,927.02	1,231.76	0.00	0.00	37,266.56	9,316.64	*746*
277	10.04 14:15:00	0:15:00	5,149.43	1,287.36	0.00	0.00	37,044.15	9,261.04	*747*
277	10.04 14:30:00	0:15:00	5,315.50	1,328.87	0.00	0.00	36,878.08	9,219.52	*748*
277	10.04 14:45:00	0:15:00	5,623.68	1,405.92	0.00	0.00	36,569.90	9,142.47	*749*
277	10.04 15:00:00	0:15:00	6,544.76	1,636.19	0.00	0.00	35,648.82	8,912.21	*750*
277	10.04 15:15:00	0:15:00	8,004.41	2,001.10	0.00	0.00	34,189.17	8,547.29	*751*
277	10.04 15:30:00	0:15:00	9,675.51	2,418.88	0.00	0.00	32,518.07	8,129.52	*752*
277	10.04 15:45:00	0:15:00	11,651.05	2,912.76	0.00	0.00	30,542.53	7,635.63	*753*
277	10.04 16:00:00	0:15:00	13,930.80	3,482.70	0.00	0.00	28,262.78	7,065.70	*754*
277	10.04 16:15:00	0:15:00	16,662.60	4,165.65	0.00	0.00	25,530.98	6,382.75	*755*
277	10.04 16:30:00	0:15:00	20,196.29	5,049.07	0.00	0.00	21,997.29	5,499.32	*756*
277	10.04 16:45:00	0:15:00	24,552.56	6,138.14	0.00	0.00	17,641.02	4,410.26	*757*
277	10.04 17:00:00	0:15:00	28,408.40	7,102.10	0.00	0.00	13,785.18	3,446.30	*758*
277	10.04 17:15:00	0:15:00	33,750.82	8,437.71	0.00	0.00	8,442.76	2,110.69	*759*
277	10.04 17:30:00	0:16:12	36,532.74	9,863.84	0.00	0.00	5,660.84	1,528.43	*760*
277	10.04 17:47:23	0:08:24	40,805.73	5,712.80	0.00	0.00	1,387.84	194.30	*761*
284	10.11 08:16:11	0:07:12	41,387.20	4,966.46	0.00	0.00	806.38	96.77	*762*
284	10.11 08:30:00	0:14:24	38,161.45	9,158.75	0.00	0.00	4,032.13	967.71	*763*
284	10.11 08:45:00	0:15:00	34,314.34	8,578.58	0.00	0.00	7,879.24	1,969.81	*764*
284	10.11 09:00:00	0:15:00	30,235.09	7,558.77	0.00	0.00	11,958.49	2,989.62	*765*
284	10.11 09:15:00	0:15:00	27,300.57	6,825.14	0.00	0.00	14,893.01	3,723.25	*766*
284	10.11 09:30:00	0:15:00	25,078.67	6,269.67	0.00	0.00	17,114.91	4,278.73	*767*
284	10.11 09:45:00	0:15:00	23,389.87	5,847.47	0.00	0.00	18,803.71	4,700.93	*768*
284	10.11 10:00:00	0:15:00	22,298.50	5,574.62	0.00	0.00	19,895.08	4,973.77	*769*
284	10.11 10:15:00	0:15:00	21,597.84	5,399.46	0.00	0.00	20,595.73	5,148.93	*770*
284	10.11 10:30:00	0:15:00	21,143.54	5,285.89	0.00	0.00	21,050.04	5,262.51	*771*
284	10.11 10:45:00	0:15:00	20,394.51	5,098.63	0.00	0.00	21,799.06	5,449.77	*772*
284	10.11 11:00:00	0:15:00	18,885.49	4,721.37	0.00	0.00	23,308.09	5,827.02	*773*
284	10.11 11:15:00	0:15:00	16,939.87	4,234.97	0.00	0.00	25,253.71	6,313.43	*774*
284	10.11 11:30:00	0:15:00	14,778.81	3,694.70	0.00	0.00	27,414.77	6,853.69	*775*

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	f
284	10.11 11:45:00	0:15:00	12,759.38	3,189.85	0.00	0.00	29,434.20	7,358.55	776
284	10.11 12:00:00	0:15:00	10,569.90	2,642.48	0.00	0.00	31,623.68	7,905.92	777
284	10.11 12:15:00	0:15:00	8,521.05	2,130.26	0.00	0.00	33,672.53	8,418.13	778
284	10.11 12:30:00	0:15:00	6,436.79	1,609.20	0.00	0.00	35,756.79	8,939.20	779
284	10.11 12:45:00	0:15:00	5,976.00	1,494.00	0.00	0.00	36,217.57	9,054.39	780
284	10.11 13:00:00	0:15:00	5,789.25	1,447.31	0.00	0.00	36,404.33	9,101.08	781
284	10.11 13:15:00	0:15:00	5,744.12	1,436.03	0.00	0.00	36,449.46	9,112.37	782
284	10.11 13:30:00	0:15:00	5,763.32	1,440.83	0.00	0.00	36,430.26	9,107.57	783
284	10.11 13:45:00	0:15:00	5,927.63	1,481.91	0.00	0.00	36,265.95	9,066.49	784
284	10.11 14:00:00	0:15:00	6,007.17	1,501.79	0.00	0.00	36,186.41	9,046.60	785
284	10.11 14:15:00	0:15:00	6,197.42	1,549.36	0.00	0.00	35,996.16	8,999.04	786
284	10.11 14:30:00	0:15:00	6,387.42	1,596.86	0.00	0.00	35,806.16	8,951.54	787
284	10.11 14:45:00	0:15:00	6,896.08	1,724.02	0.00	0.00	35,297.50	8,824.37	788
284	10.11 15:00:00	0:15:00	8,108.39	2,027.10	0.00	0.00	34,085.19	8,521.30	789
284	10.11 15:15:00	0:15:00	9,648.58	2,412.14	0.00	0.00	32,545.00	8,136.25	790
284	10.11 15:30:00	0:15:00	11,330.65	2,832.66	0.00	0.00	30,862.93	7,715.73	791
284	10.11 15:45:00	0:15:00	13,410.17	3,352.54	0.00	0.00	28,783.41	7,195.85	792
284	10.11 16:00:00	0:15:00	15,633.81	3,908.45	0.00	0.00	26,559.77	6,639.94	793
284	10.11 16:15:00	0:15:00	18,593.76	4,648.44	0.00	0.00	23,599.82	5,899.96	794
284	10.11 16:30:00	0:15:00	22,322.68	5,580.67	0.00	0.00	19,870.89	4,967.72	795
284	10.11 16:45:00	0:15:00	25,537.21	6,384.30	0.00	0.00	16,656.36	4,164.09	796
284	10.11 17:00:00	0:15:00	29,612.98	7,403.24	0.00	0.00	12,580.60	3,145.15	797
284	10.11 17:15:00	0:15:00	34,323.81	8,580.95	0.00	0.00	7,869.77	1,967.44	798
284	10.11 17:30:00	0:11:24	38,438.22	7,303.26	0.00	0.00	3,755.36	713.52	799
284	10.11 17:37:12	0:03:36	41,366.26	2,481.98	0.00	0.00	827.32	49.64	800
291	10.18 08:22:48	0:03:36	41,222.14	2,473.33	0.00	0.00	971.44	58.29	801
291	10.18 08:30:00	0:10:48	40,112.31	7,220.22	0.00	0.00	2,081.27	374.63	802
291	10.18 08:45:00	0:15:00	35,753.55	8,938.39	0.00	0.00	6,440.03	1,610.01	803
291	10.18 09:00:00	0:15:00	32,086.71	8,021.68	0.00	0.00	10,106.87	2,526.72	804
291	10.18 09:15:00	0:15:00	29,175.88	7,293.97	0.00	0.00	13,017.70	3,254.43	805
291	10.18 09:30:00	0:15:00	27,088.63	6,772.16	0.00	0.00	15,104.95	3,776.24	806
291	10.18 09:45:00	0:15:00	25,474.38	6,368.60	0.00	0.00	16,719.20	4,179.80	807
291	10.18 10:00:00	0:15:00	24,056.86	6,014.22	0.00	0.00	18,136.71	4,534.18	808
291	10.18 10:15:00	0:15:00	23,114.85	5,778.71	0.00	0.00	19,078.73	4,769.68	809
291	10.18 10:30:00	0:15:00	22,085.56	5,521.39	0.00	0.00	20,108.02	5,027.01	810
291	10.18 10:45:00	0:15:00	21,312.35	5,328.09	0.00	0.00	20,881.23	5,220.31	811
291	10.18 11:00:00	0:15:00	20,018.26	5,004.56	0.00	0.00	22,175.32	5,543.83	812
291	10.18 11:15:00	0:15:00	18,290.06	4,572.52	0.00	0.00	23,903.52	5,975.88	813
291	10.18 11:30:00	0:15:00	16,316.26	4,079.07	0.00	0.00	25,877.32	6,469.33	814
291	10.18 11:45:00	0:15:00	14,055.22	3,513.80	0.00	0.00	28,138.36	7,034.59	815
291	10.18 12:00:00	0:15:00	11,832.08	2,958.02	0.00	0.00	30,361.50	7,590.38	816
291	10.18 12:15:00	0:15:00	9,745.07	2,436.27	0.00	0.00	32,448.50	8,112.13	817
291	10.18 12:30:00	0:15:00	7,556.34	1,889.09	0.00	0.00	34,637.24	8,659.31	818
291	10.18 12:45:00	0:15:00	7,362.35	1,840.59	0.00	0.00	34,831.23	8,707.81	819
291	10.18 13:00:00	0:15:00	7,095.31	1,773.83	0.00	0.00	35,098.27	8,774.57	820
291	10.18 13:15:00	0:15:00	7,112.76	1,778.19	0.00	0.00	35,080.82	8,770.21	821
291	10.18 13:30:00	0:15:00	7,077.85	1,769.46	0.00	0.00	35,115.73	8,778.93	822
291	10.18 13:45:00	0:15:00	7,202.77	1,800.69	0.00	0.00	34,990.81	8,747.70	823
291	10.18 14:00:00	0:15:00	7,140.94	1,785.23	0.00	0.00	35,052.64	8,763.16	824
291	10.18 14:15:00	0:15:00	7,313.73	1,828.43	0.00	0.00	34,879.85	8,719.96	825
291	10.18 14:30:00	0:15:00	7,541.88	1,885.47	0.00	0.00	34,651.70	8,662.93	826
291	10.18 14:45:00	0:15:00	8,472.93	2,118.23	0.00	0.00	33,720.65	8,430.16	827
291	10.18 15:00:00	0:15:00	9,792.70	2,448.17	0.00	0.00	32,400.88	8,100.22	828
291	10.18 15:15:00	0:15:00	11,344.36	2,836.09	0.00	0.00	30,849.22	7,712.30	829
291	10.18 15:30:00	0:15:00	13,113.45	3,278.36	0.00	0.00	29,080.13	7,270.03	830
291	10.18 15:45:00	0:15:00	15,132.63	3,783.16	0.00	0.00	27,060.95	6,765.24	831
291	10.18 16:00:00	0:15:00	17,358.02	4,339.50	0.00	0.00	24,835.56	6,208.89	832
291	10.18 16:15:00	0:15:00	20,255.63	5,063.91	0.00	0.00	21,937.95	5,484.49	833
291	10.18 16:30:00	0:15:00	23,084.93	5,771.23	0.00	0.00	19,108.65	4,777.16	834
291	10.18 16:45:00	0:15:00	26,045.87	6,511.47	0.00	0.00	16,147.70	4,036.93	835
291	10.18 17:00:00	0:15:00	31,040.21	7,760.05	0.00	0.00	11,153.36	2,788.34	836
291	10.18 17:15:00	0:13:12	35,885.45	7,894.80	0.00	0.00	6,308.13	1,387.79	837
291	10.18 17:27:00	0:06:00	40,384.10	4,038.41	0.00	0.00	1,809.48	180.95	838
298	10.25 07:30:00	0:07:48	41,197.95	5,355.73	23.94	3.11	971.69	126.32	839
298	10.25 07:45:00	0:15:00	37,722.36	9,430.59	0.00	0.00	4,471.22	1,117.81	840
298	10.25 08:00:00	0:15:00	34,177.20	8,544.30	0.00	0.00	8,016.38	2,004.10	841
298	10.25 08:15:00	0:15:00	31,334.19	7,833.55	0.00	0.00	10,859.39	2,714.85	842
298	10.25 08:30:00	0:15:00	29,159.92	7,289.98	0.00	0.00	13,033.66	3,258.42	843
298	10.25 08:45:00	0:15:00	27,570.11	6,892.53	0.00	0.00	14,623.47	3,655.87	844
298	10.25 09:00:00	0:15:00	25,804.01	6,451.00	0.00	0.00	16,389.57	4,097.39	845
298	10.25 09:15:00	0:15:00	24,741.31	6,185.33	0.00	0.00	17,452.27	4,363.07	846
298	10.25 09:30:00	0:15:00	23,519.03	5,879.76	0.00	0.00	18,674.55	4,668.64	847
298	10.25 09:45:00	0:15:00	22,460.57	5,615.14	0.00	0.00	19,733.01	4,933.25	848
298	10.25 10:00:00	0:15:00	21,023.61	5,255.90	0.00	0.00	21,169.97	5,292.49	849
298	10.25 10:15:00	0:15:00	19,233.82	4,808.46	0.00	0.00	22,959.76	5,739.94	850
298	10.25 10:30:00	0:15:00	17,244.07	4,311.02	0.00	0.00	24,949.51	6,237.38	851
298	10.25 10:45:00	0:15:00	15,318.14	3,829.54	0.00	0.00	26,875.44	6,718.86	852
298	10.25 11:00:00	0:15:00	13,248.84	3,312.21	0.00	0.00	28,944.74	7,236.18	853
298	10.25 11:15:00	0:15:00	11,272.55	2,818.14	0.00	0.00	30,921.03	7,730.26	854
298	10.25 11:30:00	0:15:00	9,316.70	2,329.18	0.00	0.00	32,876.88	8,219.22	855

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
298	10.25 11:45:00	0:15:00	8,783.36	2,195.84	0.00	0.00	33,410.22	8,352.56	*856*
298	10.25 12:00:00	0:15:00	8,453.98	2,113.49	0.00	0.00	33,739.60	8,434.90	*857*
298	10.25 12:15:00	0:15:00	8,483.90	2,120.97	0.00	0.00	33,709.68	8,427.42	*858*
298	10.25 12:30:00	0:15:00	8,395.63	2,098.91	0.00	0.00	33,797.95	8,449.49	*859*
298	10.25 12:45:00	0:15:00	8,472.68	2,118.17	0.00	0.00	33,720.90	8,430.23	*860*
298	10.25 13:00:00	0:15:00	8,390.64	2,097.66	0.00	0.00	33,802.94	8,450.73	*861*
298	10.25 13:15:00	0:15:00	8,588.12	2,147.03	0.00	0.00	33,605.46	8,401.36	*862*
298	10.25 13:30:00	0:15:00	8,882.35	2,220.59	0.00	0.00	33,311.23	8,327.81	*863*
298	10.25 13:45:00	0:15:00	10,116.84	2,529.21	0.00	0.00	32,076.73	8,019.18	*864*
298	10.25 14:00:00	0:15:00	11,440.86	2,860.21	0.00	0.00	30,752.72	7,688.18	*865*
298	10.25 14:15:00	0:15:00	12,950.63	3,237.66	0.00	0.00	29,242.95	7,310.74	*866*
298	10.25 14:30:00	0:15:00	14,807.49	3,701.87	0.00	0.00	27,386.09	6,846.52	*867*
298	10.25 14:45:00	0:15:00	16,650.13	4,162.53	0.00	0.00	25,543.45	6,385.86	*868*
298	10.25 15:00:00	0:15:00	18,794.98	4,698.75	0.00	0.00	23,398.60	5,849.65	*869*
298	10.25 15:15:00	0:15:00	21,088.93	5,272.23	0.00	0.00	21,104.64	5,276.16	*870*
298	10.25 15:30:00	0:15:00	23,173.44	5,793.36	0.00	0.00	19,020.14	4,755.03	*871*
298	10.25 15:45:00	0:15:00	26,730.07	6,682.52	0.00	0.00	15,463.51	3,865.88	*872*
298	10.25 16:00:00	0:15:00	32,622.05	8,155.51	0.00	0.00	9,571.53	2,392.88	*873*
298	10.25 16:15:00	0:09:00	40,009.08	6,001.36	0.00	0.00	2,184.49	327.67	*874*
298	10.25 16:18:00	0:01:48	41,296.44	1,238.89	0.00	0.00	897.14	26.91	*875*
305	11.01 07:36:35	0:04:12	41,157.06	2,880.99	0.50	0.04	1,036.02	72.52	*876*
305	11.01 07:45:00	0:11:24	39,788.66	7,559.85	0.00	0.00	2,404.91	456.93	*877*
305	11.01 08:00:00	0:15:00	36,549.45	9,137.36	0.00	0.00	5,644.13	1,411.03	*878*
305	11.01 08:15:00	0:15:00	33,913.64	8,478.41	0.00	0.00	8,279.93	2,069.98	*879*
305	11.01 08:30:00	0:15:00	31,201.29	7,800.32	0.00	0.00	10,992.29	2,748.07	*880*
305	11.01 08:45:00	0:15:00	29,370.12	7,342.53	0.00	0.00	12,823.46	3,205.87	*881*
305	11.01 09:00:00	0:15:00	27,653.89	6,913.47	0.00	0.00	14,539.69	3,634.92	*882*
305	11.01 09:15:00	0:15:00	26,428.62	6,607.15	0.00	0.00	15,764.96	3,941.24	*883*
305	11.01 09:30:00	0:15:00	24,953.75	6,238.44	0.00	0.00	17,239.83	4,309.96	*884*
305	11.01 09:45:00	0:15:00	23,652.68	5,913.17	0.00	0.00	18,540.90	4,635.22	*885*
305	11.01 10:00:00	0:15:00	22,178.07	5,544.52	0.00	0.00	20,015.51	5,003.88	*886*
305	11.01 10:15:00	0:15:00	20,435.91	5,108.98	0.00	0.00	21,757.67	5,439.42	*887*
305	11.01 10:30:00	0:15:00	18,512.22	4,628.06	0.00	0.00	23,681.35	5,920.34	*888*
305	11.01 10:45:00	0:15:00	16,673.07	4,168.27	0.00	0.00	25,520.51	6,380.13	*889*
305	11.01 11:00:00	0:15:00	14,617.24	3,654.31	0.00	0.00	27,576.34	6,894.09	*890*
305	11.01 11:15:00	0:15:00	12,716.49	3,179.12	0.00	0.00	29,477.08	7,369.27	*891*
305	11.01 11:30:00	0:15:00	10,921.72	2,730.43	0.00	0.00	31,271.85	7,817.96	*892*
305	11.01 11:45:00	0:15:00	10,641.96	2,660.49	0.00	0.00	31,551.62	7,887.90	*893*
305	11.01 12:00:00	0:15:00	10,203.37	2,550.84	0.00	0.00	31,990.21	7,997.55	*894*
305	11.01 12:15:00	0:15:00	10,235.53	2,558.88	0.00	0.00	31,958.05	7,989.51	*895*
305	11.01 12:30:00	0:15:00	10,070.72	2,517.68	0.00	0.00	32,122.86	8,030.72	*896*
305	11.01 12:45:00	0:15:00	10,113.10	2,528.28	0.00	0.00	32,080.47	8,020.12	*897*
305	11.01 13:00:00	0:15:00	9,667.28	2,416.82	0.00	0.00	32,526.30	8,131.58	*898*
305	11.01 13:15:00	0:15:00	9,900.91	2,475.23	0.00	0.00	32,292.66	8,073.17	*899*
305	11.01 13:30:00	0:15:00	10,451.96	2,612.99	0.00	0.00	31,741.62	7,935.40	*900*
305	11.01 13:45:00	0:15:00	11,738.57	2,934.64	0.00	0.00	30,455.01	7,613.75	*901*
305	11.01 14:00:00	0:15:00	12,922.20	3,230.55	0.00	0.00	29,271.38	7,317.84	*902*
305	11.01 14:15:00	0:15:00	14,512.01	3,628.00	0.00	0.00	27,681.56	6,920.39	*903*
305	11.01 14:30:00	0:15:00	16,097.34	4,024.33	0.00	0.00	26,096.24	6,524.06	*904*
305	11.01 14:45:00	0:15:00	17,783.64	4,445.91	0.00	0.00	24,409.93	6,102.48	*905*
305	11.01 15:00:00	0:15:00	19,629.28	4,907.32	0.00	0.00	22,564.30	5,641.07	*906*
305	11.01 15:15:00	0:15:00	21,449.24	5,362.31	0.00	0.00	20,744.34	5,186.09	*907*
305	11.01 15:30:00	0:15:00	23,392.12	5,848.03	0.00	0.00	18,801.46	4,700.37	*908*
305	11.01 15:45:00	0:15:00	28,037.13	7,009.28	0.00	0.00	14,156.45	3,539.11	*909*
305	11.01 16:00:00	0:12:36	35,249.62	7,402.42	0.00	0.00	6,943.95	1,458.23	
305	11.01 16:10:12	0:05:24	41,533.57	3,738.02	0.00	0.00	660.01	59.40	
312	11.08 07:43:48	0:00:36	41,248.07	412.48	336.61	3.37	608.90	6.09	
312	11.08 07:45:00	0:07:48	41,133.87	5,347.40	742.29	96.50	317.41	41.26	
312	11.08 08:00:00	0:15:00	38,988.02	9,747.01	438.10	109.52	2,767.46	691.87	
312	11.08 08:15:00	0:15:00	36,568.65	9,142.16	0.00	0.00	5,624.93	1,406.23	
312	11.08 08:30:00	0:15:00	33,544.12	8,386.03	0.00	0.00	8,649.46	2,162.37	
312	11.08 08:45:00	0:15:00	31,102.05	7,775.51	0.00	0.00	11,091.53	2,772.88	
312	11.08 09:00:00	0:15:00	29,370.61	7,342.65	0.00	0.00	12,822.96	3,205.74	
312	11.08 09:15:00	0:15:00	28,082.76	7,020.69	0.00	0.00	14,110.82	3,527.71	
312	11.08 09:30:00	0:15:00	26,549.05	6,637.26	0.00	0.00	15,644.53	3,911.13	
312	11.08 09:45:00	0:15:00	25,019.08	6,254.77	0.00	0.00	17,174.50	4,293.63	
312	11.08 10:00:00	0:15:00	23,438.99	5,859.75	0.00	0.00	18,754.59	4,688.65	
312	11.08 10:15:00	0:15:00	21,805.80	5,451.45	0.00	0.00	20,387.78	5,096.95	
312	11.08 10:30:00	0:15:00	19,961.41	4,990.35	0.00	0.00	22,232.17	5,558.04	
312	11.08 10:45:00	0:15:00	18,141.95	4,535.49	0.00	0.00	24,051.63	6,012.91	
312	11.08 11:00:00	0:15:00	16,186.85	4,046.71	0.00	0.00	26,006.73	6,501.68	
312	11.08 11:15:00	0:15:00	14,369.89	3,592.47	0.00	0.00	27,823.69	6,955.92	
312	11.08 11:30:00	0:15:00	12,701.28	3,175.32	0.00	0.00	29,492.29	7,373.07	
312	11.08 11:45:00	0:15:00	12,409.80	3,102.45	0.00	0.00	29,783.78	7,445.94	
312	11.08 12:00:00	0:15:00	11,953.75	2,988.44	0.00	0.00	30,239.82	7,559.96	
312	11.08 12:15:00	0:15:00	11,941.29	2,985.32	0.00	0.00	30,252.29	7,563.07	
312	11.08 12:30:00	0:15:00	11,721.62	2,930.40	0.00	0.00	30,471.96	7,617.99	
312	11.08 12:45:00	0:15:00	11,714.63	2,928.66	0.00	0.00	30,478.94	7,619.74	
312	11.08 13:00:00	0:15:00	11,579.24	2,894.81	0.00	0.00	30,614.34	7,653.58	
312	11.08 13:15:00	0:15:00	11,637.84	2,909.46	0.00	0.00	30,555.74	7,638.94	

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
312	11.08 13:30:00	0:15:00	12,115.33	3,028.83	0.00	0.00	30,078.25	7,519.56	
312	11.08 13:45:00	0:15:00	13,224.91	3,306.23	0.00	0.00	28,968.67	7,242.17	
312	11.08 14:00:00	0:15:00	14,195.60	3,548.90	0.00	0.00	27,997.98	6,999.50	
312	11.08 14:15:00	0:15:00	15,890.88	3,972.72	0.00	0.00	26,302.70	6,575.67	
312	11.08 14:30:00	0:15:00	17,163.03	4,290.76	0.00	0.00	25,030.55	6,257.64	
312	11.08 14:45:00	0:15:00	18,815.67	4,703.92	0.00	0.00	23,377.90	5,844.48	
312	11.08 15:00:00	0:15:00	20,342.15	5,085.54	0.00	0.00	21,851.43	5,462.86	
312	11.08 15:15:00	0:15:00	21,286.66	5,321.67	0.00	0.00	20,906.91	5,226.73	
312	11.08 15:30:00	0:15:00	23,283.65	5,820.91	0.00	0.00	18,909.93	4,727.48	
312	11.08 15:45:00	0:15:00	29,758.84	7,439.71	0.00	0.00	12,434.74	3,108.68	
312	11.08 16:00:00	0:09:00	38,853.13	5,827.97	0.00	0.00	3,340.45	501.07	
312	11.08 16:03:00	0:01:48	40,723.95	1,221.72	0.00	0.00	1,469.63	44.09	
319	11.15 07:51:00	0:04:48	41,545.54	3,323.64	647.54	51.80	0.50	0.04	
319	11.15 08:00:00	0:12:00	40,661.61	8,132.32	463.28	92.66	1,068.68	213.74	
319	11.15 08:15:00	0:15:00	38,981.79	9,745.45	0.00	0.00	3,211.79	802.95	
319	11.15 08:30:00	0:15:00	36,246.75	9,061.69	0.00	0.00	5,946.83	1,486.71	
319	11.15 08:45:00	0:15:00	33,187.31	8,296.83	0.00	0.00	9,006.27	2,251.57	
319	11.15 09:00:00	0:15:00	31,037.72	7,759.43	0.00	0.00	11,155.86	2,788.96	
319	11.15 09:15:00	0:15:00	29,621.45	7,405.36	0.00	0.00	12,572.13	3,143.03	
319	11.15 09:30:00	0:15:00	28,147.59	7,036.90	0.00	0.00	14,045.99	3,511.50	
319	11.15 09:45:00	0:15:00	26,609.64	6,652.41	0.00	0.00	15,583.94	3,895.99	
319	11.15 10:00:00	0:15:00	25,043.27	6,260.82	0.00	0.00	17,150.31	4,287.58	
319	11.15 10:15:00	0:15:00	23,410.82	5,852.70	0.00	0.00	18,782.76	4,695.69	
319	11.15 10:30:00	0:15:00	21,540.00	5,385.00	0.00	0.00	20,653.58	5,163.40	
319	11.15 10:45:00	0:15:00	19,682.39	4,920.60	0.00	0.00	22,511.19	5,627.80	
319	11.15 11:00:00	0:15:00	17,806.33	4,451.58	0.00	0.00	24,387.24	6,096.81	
319	11.15 11:15:00	0:15:00	16,073.65	4,018.41	0.00	0.00	26,119.93	6,529.98	
319	11.15 11:30:00	0:15:00	14,469.87	3,617.47	0.00	0.00	27,723.70	6,930.93	
319	11.15 11:45:00	0:15:00	14,143.73	3,535.93	0.00	0.00	28,049.84	7,012.46	
319	11.15 12:00:00	0:15:00	13,639.06	3,409.77	0.00	0.00	28,554.51	7,138.63	
319	11.15 12:15:00	0:15:00	13,598.42	3,399.61	0.00	0.00	28,595.16	7,148.79	
319	11.15 12:30:00	0:15:00	13,321.65	3,330.41	0.00	0.00	28,871.93	7,217.98	
319	11.15 12:45:00	0:15:00	13,260.56	3,315.14	0.00	0.00	28,933.02	7,233.25	
319	11.15 13:00:00	0:15:00	13,092.50	3,273.13	0.00	0.00	29,101.07	7,275.27	
319	11.15 13:15:00	0:15:00	13,142.62	3,285.66	0.00	0.00	29,050.96	7,262.74	
319	11.15 13:30:00	0:15:00	13,638.07	3,409.52	0.00	0.00	28,555.51	7,138.88	
319	11.15 13:45:00	0:15:00	14,563.63	3,640.91	0.00	0.00	27,629.95	6,907.49	
319	11.15 14:00:00	0:15:00	15,509.64	3,877.41	0.00	0.00	26,683.94	6,670.99	
319	11.15 14:15:00	0:15:00	17,146.57	4,286.64	0.00	0.00	25,047.01	6,261.75	
319	11.15 14:30:00	0:15:00	18,335.94	4,583.98	0.00	0.00	23,857.64	5,964.41	
319	11.15 14:45:00	0:15:00	19,803.07	4,950.77	0.00	0.00	22,390.51	5,597.63	
319	11.15 15:00:00	0:15:00	20,795.46	5,198.86	0.00	0.00	21,398.12	5,349.53	
319	11.15 15:15:00	0:15:00	20,950.55	5,237.64	0.00	0.00	21,243.03	5,310.76	
319	11.15 15:30:00	0:15:00	24,025.70	6,006.42	0.00	0.00	18,167.88	4,541.97	
319	11.15 15:45:00	0:13:48	32,880.37	7,562.48	0.00	0.00	9,313.21	2,142.04	
319	11.15 15:57:36	0:06:36	40,251.44	4,427.66	0.00	0.00	1,942.13	213.64	
326	11.22 07:57:36	0:01:12	41,853.22	837.06	256.82	5.14	83.53	1.67	
326	11.22 08:00:00	0:09:00	41,679.93	6,251.99	513.65	77.05	0.00	0.00	
326	11.22 08:15:00	0:15:00	40,688.04	10,172.01	0.00	0.00	1,505.53	376.38	
326	11.22 08:30:00	0:15:00	38,649.42	9,662.35	0.00	0.00	3,544.16	886.04	
326	11.22 08:45:00	0:15:00	35,558.56	8,889.64	0.00	0.00	6,635.02	1,658.75	
326	11.22 09:00:00	0:15:00	32,765.67	8,191.42	0.00	0.00	9,427.91	2,356.98	
326	11.22 09:15:00	0:15:00	31,122.75	7,780.69	0.00	0.00	11,070.83	2,767.71	
326	11.22 09:30:00	0:15:00	29,688.78	7,422.19	0.00	0.00	12,504.80	3,126.20	
326	11.22 09:45:00	0:15:00	28,117.91	7,029.48	0.00	0.00	14,075.66	3,518.92	
326	11.22 10:00:00	0:15:00	26,589.94	6,647.49	0.00	0.00	15,603.64	3,900.91	
326	11.22 10:15:00	0:15:00	25,201.60	6,300.40	0.00	0.00	16,991.98	4,248.00	
326	11.22 10:30:00	0:15:00	23,375.16	5,843.79	0.00	0.00	18,818.42	4,704.60	
326	11.22 10:45:00	0:15:00	21,393.63	5,348.41	0.00	0.00	20,799.95	5,199.99	
326	11.22 11:00:00	0:15:00	19,378.69	4,844.67	0.00	0.00	22,814.89	5,703.72	
326	11.22 11:15:00	0:15:00	17,731.78	4,432.95	0.00	0.00	24,461.80	6,115.45	
326	11.22 11:30:00	0:15:00	16,339.45	4,084.86	0.00	0.00	25,854.13	6,463.53	
326	11.22 11:45:00	0:15:00	15,781.42	3,945.36	0.00	0.00	26,412.16	6,603.04	
326	11.22 12:00:00	0:15:00	15,223.14	3,805.79	0.00	0.00	26,970.44	6,742.61	
326	11.22 12:15:00	0:15:00	15,144.60	3,786.15	0.00	0.00	27,048.98	6,762.25	
326	11.22 12:30:00	0:15:00	14,798.26	3,699.57	0.00	0.00	27,395.32	6,848.83	
326	11.22 12:45:00	0:15:00	14,715.98	3,678.99	0.00	0.00	27,477.60	6,869.40	
326	11.22 13:00:00	0:15:00	14,485.58	3,621.40	0.00	0.00	27,707.99	6,927.00	
326	11.22 13:15:00	0:15:00	14,576.34	3,644.09	0.00	0.00	27,617.23	6,904.31	
326	11.22 13:30:00	0:15:00	14,956.09	3,739.02	0.00	0.00	27,237.48	6,809.37	
326	11.22 13:45:00	0:15:00	15,793.64	3,948.41	0.00	0.00	26,399.94	6,599.99	
326	11.22 14:00:00	0:15:00	16,837.14	4,209.28	0.00	0.00	25,356.44	6,339.11	
326	11.22 14:15:00	0:15:00	18,224.98	4,556.25	0.00	0.00	23,968.60	5,992.15	
326	11.22 14:30:00	0:15:00	19,299.40	4,824.85	0.00	0.00	22,894.18	5,723.54	
326	11.22 14:45:00	0:15:00	20,521.18	5,130.30	0.00	0.00	21,672.40	5,418.10	
326	11.22 15:00:00	0:15:00	21,028.10	5,257.02	0.00	0.00	21,165.48	5,291.37	
326	11.22 15:15:00	0:15:00	21,237.04	5,309.26	0.00	0.00	20,956.53	5,239.13	
326	11.22 15:30:00	0:15:00	25,813.49	6,453.37	0.00	0.00	16,380.09	4,095.02	
326	11.22 15:45:00	0:12:00	35,684.98	7,137.00	0.00	0.00	6,508.60	1,301.72	
326	11.22 15:54:00	0:04:48	39,693.66	3,175.49	0.00	0.00	2,499.91	199.99	

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	f
333	11.29 08:04:12	0:05:24	42,131.24	3,791.81	62.34	5.61	0.00	0.00	
333	11.29 08:15:00	0:12:36	41,529.33	8,721.16	0.00	0.00	664.25	139.49	
333	11.29 08:30:00	0:15:00	40,365.64	10,091.41	0.00	0.00	1,827.93	456.98	
333	11.29 08:45:00	0:15:00	37,724.10	9,431.03	0.00	0.00	4,469.47	1,117.37	
333	11.29 09:00:00	0:15:00	34,698.83	8,674.71	0.00	0.00	7,494.75	1,873.69	
333	11.29 09:15:00	0:15:00	32,563.45	8,140.86	0.00	0.00	9,630.13	2,407.53	
333	11.29 09:30:00	0:15:00	31,033.98	7,758.50	0.00	0.00	11,159.60	2,789.90	
333	11.29 09:45:00	0:15:00	29,457.88	7,364.47	0.00	0.00	12,735.69	3,183.92	
333	11.29 10:00:00	0:15:00	27,890.76	6,972.69	0.00	0.00	14,302.82	3,575.70	
333	11.29 10:15:00	0:15:00	26,788.17	6,697.04	0.00	0.00	15,405.41	3,851.35	
333	11.29 10:30:00	0:15:00	25,172.92	6,293.23	0.00	0.00	17,020.65	4,255.16	
333	11.29 10:45:00	0:15:00	23,141.03	5,785.26	0.00	0.00	19,052.55	4,763.14	
333	11.29 11:00:00	0:15:00	20,991.44	5,247.86	0.00	0.00	21,202.14	5,300.53	
333	11.29 11:15:00	0:15:00	19,320.34	4,830.09	0.00	0.00	22,873.23	5,718.31	
333	11.29 11:30:00	0:15:00	17,547.52	4,386.88	0.00	0.00	24,646.06	6,161.52	
333	11.29 11:45:00	0:15:00	17,187.22	4,296.80	0.00	0.00	25,006.36	6,251.59	
333	11.29 12:00:00	0:15:00	16,686.78	4,171.70	0.00	0.00	25,506.79	6,376.70	
333	11.29 12:15:00	0:15:00	16,449.41	4,112.35	0.00	0.00	25,744.17	6,436.04	
333	11.29 12:30:00	0:15:00	16,057.19	4,014.30	0.00	0.00	26,136.39	6,534.10	
333	11.29 12:45:00	0:15:00	15,890.88	3,972.72	0.00	0.00	26,302.70	6,575.67	
333	11.29 13:00:00	0:15:00	15,670.21	3,917.55	0.00	0.00	26,523.37	6,630.84	
333	11.29 13:15:00	0:15:00	15,711.85	3,927.96	0.00	0.00	26,481.73	6,620.43	
333	11.29 13:30:00	0:15:00	15,980.89	3,995.22	0.00	0.00	26,212.68	6,553.17	
333	11.29 13:45:00	0:15:00	16,737.65	4,184.41	0.00	0.00	25,455.93	6,363.98	
333	11.29 14:00:00	0:15:00	17,854.71	4,463.68	0.00	0.00	24,338.87	6,084.72	
333	11.29 14:15:00	0:15:00	19,059.28	4,764.82	0.00	0.00	23,134.30	5,783.57	
333	11.29 14:30:00	0:15:00	19,990.33	4,997.58	0.00	0.00	22,203.25	5,550.81	
333	11.29 14:45:00	0:15:00	21,043.80	5,260.95	0.00	0.00	21,149.77	5,287.44	
333	11.29 15:00:00	0:15:00	21,221.59	5,305.40	0.00	0.00	20,971.99	5,243.00	
333	11.29 15:15:00	0:15:00	21,872.87	5,468.22	0.00	0.00	20,320.71	5,080.18	
333	11.29 15:30:00	0:15:00	27,573.60	6,893.40	0.00	0.00	14,619.98	3,655.00	
333	11.29 15:45:00	0:10:48	37,617.63	6,771.17	0.00	0.00	4,575.94	823.67	
333	11.29 15:51:36	0:03:00	39,338.60	1,966.93	0.00	0.00	2,854.98	142.75	
340	12.06 08:10:12	0:02:24	42,193.08	1,687.72	0.00	0.00	0.50	0.02	
340	12.06 08:15:00	0:10:12	42,007.07	7,141.20	0.00	0.00	186.51	31.71	
340	12.06 08:30:00	0:15:00	41,362.27	10,340.57	0.00	0.00	831.31	207.83	
340	12.06 08:45:00	0:15:00	39,473.99	9,868.50	0.00	0.00	2,719.58	679.90	
340	12.06 09:00:00	0:15:00	36,291.13	9,072.78	0.00	0.00	5,902.45	1,475.61	
340	12.06 09:15:00	0:15:00	33,994.18	8,498.55	0.00	0.00	8,199.40	2,049.85	
340	12.06 09:30:00	0:15:00	32,142.06	8,035.52	0.00	0.00	10,051.52	2,512.88	
340	12.06 09:45:00	0:15:00	30,623.81	7,655.95	0.00	0.00	11,569.77	2,892.44	
340	12.06 10:00:00	0:15:00	29,010.56	7,252.64	0.00	0.00	13,183.02	3,295.75	
340	12.06 10:15:00	0:15:00	27,890.02	6,972.50	0.00	0.00	14,303.56	3,575.89	
340	12.06 10:30:00	0:15:00	26,495.94	6,623.98	0.00	0.00	15,697.64	3,924.41	
340	12.06 10:45:00	0:15:00	24,693.94	6,173.48	0.00	0.00	17,499.64	4,374.91	
340	12.06 11:00:00	0:15:00	22,434.89	5,608.72	0.00	0.00	19,758.69	4,939.67	
340	12.06 11:15:00	0:15:00	20,713.42	5,178.36	0.00	0.00	21,480.15	5,370.04	
340	12.06 11:30:00	0:15:00	18,685.02	4,671.26	0.00	0.00	23,508.56	5,877.14	
340	12.06 11:45:00	0:15:00	18,269.86	4,567.47	0.00	0.00	23,923.72	5,980.93	
340	12.06 12:00:00	0:15:00	17,632.29	4,408.07	0.00	0.00	24,561.29	6,140.32	
340	12.06 12:15:00	0:15:00	17,359.51	4,339.88	0.00	0.00	24,834.07	6,208.52	
340	12.06 12:30:00	0:15:00	16,963.55	4,240.89	0.00	0.00	25,230.02	6,307.51	
340	12.06 12:45:00	0:15:00	16,772.31	4,193.08	0.00	0.00	25,421.27	6,355.32	
340	12.06 13:00:00	0:15:00	16,538.18	4,134.54	0.00	0.00	25,655.40	6,413.85	
340	12.06 13:15:00	0:15:00	16,549.89	4,137.47	0.00	0.00	25,643.68	6,410.92	
340	12.06 13:30:00	0:15:00	16,710.72	4,177.68	0.00	0.00	25,482.86	6,370.71	
340	12.06 13:45:00	0:15:00	17,419.85	4,354.96	0.00	0.00	24,773.73	6,193.43	
340	12.06 14:00:00	0:15:00	18,503.75	4,625.94	0.00	0.00	23,689.83	5,922.46	
340	12.06 14:15:00	0:15:00	19,629.03	4,907.26	0.00	0.00	22,564.55	5,641.14	
340	12.06 14:30:00	0:15:00	20,443.88	5,110.97	0.00	0.00	21,749.69	5,437.42	
340	12.06 14:45:00	0:15:00	21,386.65	5,346.66	0.00	0.00	20,806.93	5,201.73	
340	12.06 15:00:00	0:15:00	21,435.02	5,358.76	0.00	0.00	20,758.56	5,189.64	
340	12.06 15:15:00	0:15:00	22,474.28	5,618.57	0.00	0.00	19,719.29	4,929.82	
340	12.06 15:30:00	0:15:00	28,685.92	7,171.48	0.00	0.00	13,507.66	3,376.92	
340	12.06 15:45:00	0:10:12	38,511.78	6,547.00	0.00	0.00	3,681.80	625.91	
340	12.06 15:51:00	0:03:00	39,470.00	1,973.50	0.00	0.00	2,723.57	136.18	
347	12.13 08:15:36	0:07:12	42,193.58	5,063.23	0.00	0.00	0.00	0.00	
347	12.13 08:30:00	0:15:00	41,749.25	10,437.31	0.00	0.00	444.33	111.08	
347	12.13 08:45:00	0:15:00	40,531.71	10,132.93	0.00	0.00	1,661.87	415.47	
347	12.13 09:00:00	0:15:00	37,680.47	9,420.12	0.00	0.00	4,513.11	1,128.28	
347	12.13 09:15:00	0:15:00	35,115.73	8,778.93	0.00	0.00	7,077.85	1,769.46	
347	12.13 09:30:00	0:15:00	32,965.14	8,241.29	0.00	0.00	9,228.44	2,307.11	
347	12.13 09:45:00	0:15:00	31,556.85	7,889.21	0.00	0.00	10,636.72	2,659.18	
347	12.13 10:00:00	0:15:00	29,885.51	7,471.38	0.00	0.00	12,308.07	3,077.02	
347	12.13 10:15:00	0:15:00	28,722.57	7,180.64	0.00	0.00	13,471.01	3,367.75	
347	12.13 10:30:00	0:15:00	27,391.83	6,847.96	0.00	0.00	14,801.75	3,700.44	
347	12.13 10:45:00	0:15:00	25,854.38	6,463.60	0.00	0.00	16,339.20	4,084.80	
347	12.13 11:00:00	0:15:00	23,629.74	5,907.44	0.00	0.00	18,563.84	4,640.96	
347	12.13 11:15:00	0:15:00	21,807.79	5,451.95	0.00	0.00	20,385.79	5,096.45	
347	12.13 11:30:00	0:15:00	19,738.24	4,934.56	0.00	0.00	22,455.33	5,613.83	

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr	*f*
347	12.13 11:45:00	0:15:00	19,066.76	4,766.69	0.00	0.00	23,126.82	5,781.70	
347	12.13 12:00:00	0:15:00	18,325.47	4,581.37	0.00	0.00	23,868.11	5,967.03	
347	12.13 12:15:00	0:15:00	18,037.72	4,509.43	0.00	0.00	24,155.85	6,038.96	
347	12.13 12:30:00	0:15:00	17,563.47	4,390.87	0.00	0.00	24,630.10	6,157.53	
347	12.13 12:45:00	0:15:00	17,371.73	4,342.93	0.00	0.00	24,821.85	6,205.46	
347	12.13 13:00:00	0:15:00	17,096.70	4,274.18	0.00	0.00	25,096.87	6,274.22	
347	12.13 13:15:00	0:15:00	17,084.49	4,271.12	0.00	0.00	25,109.09	6,277.27	
347	12.13 13:30:00	0:15:00	17,147.07	4,286.77	0.00	0.00	25,046.51	6,261.63	
347	12.13 13:45:00	0:15:00	17,776.41	4,444.10	0.00	0.00	24,417.17	6,104.29	
347	12.13 14:00:00	0:15:00	18,721.67	4,680.42	0.00	0.00	23,471.91	5,867.98	
347	12.13 14:15:00	0:15:00	19,923.26	4,980.81	0.00	0.00	22,270.32	5,567.58	
347	12.13 14:30:00	0:15:00	20,657.07	5,164.27	0.00	0.00	21,536.51	5,384.13	
347	12.13 14:45:00	0:15:00	21,563.19	5,390.80	0.00	0.00	20,630.39	5,157.60	
347	12.13 15:00:00	0:15:00	21,621.28	5,405.32	0.00	0.00	20,572.30	5,143.07	
347	12.13 15:15:00	0:15:00	22,639.10	5,659.78	0.00	0.00	19,554.48	4,888.62	
347	12.13 15:30:00	0:15:00	28,660.49	7,165.12	0.00	0.00	13,533.09	3,383.27	
347	12.13 15:45:00	0:10:48	38,757.63	6,976.37	0.00	0.00	3,435.95	618.47	
347	12.13 15:52:11	0:03:36	39,702.39	2,382.14	0.00	0.00	2,491.19	149.47	
354	12.20 08:19:48	0:04:48	42,193.58	3,375.49	0.00	0.00	0.00	0.00	
354	12.20 08:30:00	0:12:36	41,920.55	8,803.32	0.00	0.00	273.03	57.34	
354	12.20 08:45:00	0:15:00	41,110.18	10,277.55	0.00	0.00	1,083.40	270.85	
354	12.20 09:00:00	0:15:00	38,706.27	9,676.57	0.00	0.00	3,487.31	871.83	
354	12.20 09:15:00	0:15:00	35,896.42	8,974.11	0.00	0.00	6,297.16	1,574.29	
354	12.20 09:30:00	0:15:00	33,552.84	8,388.21	0.00	0.00	8,640.73	2,160.18	
354	12.20 09:45:00	0:15:00	32,172.48	8,043.12	0.00	0.00	10,021.10	2,505.27	
354	12.20 10:00:00	0:15:00	30,448.52	7,612.13	0.00	0.00	11,745.05	2,936.26	
354	12.20 10:15:00	0:15:00	29,214.28	7,303.57	0.00	0.00	12,979.30	3,244.83	
354	12.20 10:30:00	0:15:00	27,938.14	6,984.53	0.00	0.00	14,255.44	3,563.86	
354	12.20 10:45:00	0:15:00	26,593.93	6,648.48	0.00	0.00	15,599.65	3,899.91	
354	12.20 11:00:00	0:15:00	24,393.73	6,098.43	0.00	0.00	17,799.85	4,449.96	
354	12.20 11:15:00	0:15:00	22,504.21	5,626.05	0.00	0.00	19,689.37	4,922.34	
354	12.20 11:30:00	0:15:00	20,447.62	5,111.91	0.00	0.00	21,745.95	5,436.49	
354	12.20 11:45:00	0:15:00	19,477.68	4,869.42	0.00	0.00	22,715.90	5,678.97	
354	12.20 12:00:00	0:15:00	18,691.75	4,672.94	0.00	0.00	23,501.83	5,875.46	
354	12.20 12:15:00	0:15:00	18,354.39	4,588.60	0.00	0.00	23,839.19	5,959.80	
354	12.20 12:30:00	0:15:00	17,854.21	4,463.55	0.00	0.00	24,339.37	6,084.84	
354	12.20 12:45:00	0:15:00	17,653.99	4,413.50	0.00	0.00	24,539.59	6,134.90	
354	12.20 13:00:00	0:15:00	17,323.86	4,330.96	0.00	0.00	24,869.72	6,217.43	
354	12.20 13:15:00	0:15:00	17,305.15	4,326.29	0.00	0.00	24,888.42	6,222.11	
354	12.20 13:30:00	0:15:00	17,287.95	4,321.99	0.00	0.00	24,905.63	6,226.41	
354	12.20 13:45:00	0:15:00	17,830.27	4,457.57	0.00	0.00	24,363.31	6,090.83	
354	12.20 14:00:00	0:15:00	18,664.82	4,666.21	0.00	0.00	23,528.76	5,882.19	
354	12.20 14:15:00	0:15:00	19,948.19	4,987.05	0.00	0.00	22,245.39	5,561.35	
354	12.20 14:30:00	0:15:00	20,625.66	5,156.41	0.00	0.00	21,567.92	5,391.98	
354	12.20 14:45:00	0:15:00	21,541.74	5,385.44	0.00	0.00	20,651.84	5,162.96	
354	12.20 15:00:00	0:15:00	21,736.98	5,434.24	0.00	0.00	20,456.60	5,114.15	
354	12.20 15:15:00	0:15:00	22,200.51	5,550.13	0.00	0.00	19,993.07	4,998.27	
354	12.20 15:30:00	0:15:00	27,560.63	6,890.16	0.00	0.00	14,632.95	3,658.24	
354	12.20 15:45:00	0:12:36	37,495.21	7,873.99	0.00	0.00	4,698.37	986.66	
354	12.20 15:54:36	0:04:48	39,842.77	3,187.42	0.00	0.00	2,350.81	188.06	
			21,168,212.40	4,846,370.81	3,485.07	444.79	27,182,141.99	6,783,000.07	

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Addendum to Boeddeker Park Shadow Analysis
5M Project, San Francisco
August 11, 2015

1.0 INTRODUCTION

The purpose of this addendum study is to present specific results of a focused evaluation of potential net new shadow on Father Alfred E. Boeddeker Park (Boeddeker Park) associated with the Revised 5M Project (Revised Project).

This addendum includes a set of revised figures to depict building massing proposed under the Revised Project. Revised figures showing Boeddeker Park are also included. Additionally, revised shadow diagrams have been prepared in cases where the Revised Project would cast net new shadow on Boeddeker Park (refer to Appendix A). Computer modeling was performed to confirm that the Revised Project would not result in net new shadow at times or dates other than those identified in the evaluation of the original Proposed Project. The technical approach for preparing this addendum was developed in consultation with San Francisco Planning Department staff (M. Jacinto and Joy Navarrete, April 2015). Importantly, except where noted in the text of this addendum study, the information and evaluation results presented in the *Boeddeker Park Shadow Analysis* for the 5M Project (September 2, 2014) are applicable to the Revised Project.

2.0 BACKGROUND

Environmental Vision completed technical studies presented as the *Boeddeker Park Shadow Analysis* in September 2014, to measure, quantify and discuss any potential shadow impacts of the Proposed 5M mixed-use development (the "Project") on Boeddeker Park, which is under the jurisdiction of the San Francisco Recreation and Park Department (SFRPD) and is a protected open space under the Sunlight Ordinance, Section 295 of the San Francisco Planning Code. Because the Revised Project would allow for structures greater than 40 feet in height, under Planning Code Section 295, a shadow analysis is required. The 2014 *Boeddeker Park Shadow Analysis* for the 5M Project contains analysis that focused on net new project shadow for the purposes of review under Planning Code Section 295 as well as the California Environmental Quality Act (CEQA).

The 2014 shadow study addressed the 5M Project "Office Scheme", a mix of office, retail, residential, cultural, educational, and open space uses proposed on an approximately 4-acre site in the southwest quadrant of Fifth and Mission Streets in Downtown San Francisco. As proposed in 2014, the 5M Project included the retention and rehabilitation/renovation of two on-site buildings, the demolition of six existing buildings, and the construction of four new buildings on the site. Buildings would range in height from approximately 50 feet to 470 feet.

Environmental Vision also prepared the *Generalized Shadow Analysis for Affected Open Space* (September 2014) and the June 2015 addendum memo to address potential shadow effects associated with the 5M project including effects associated with cumulative development. The aforementioned studies respond to information and guidance provided by the San Francisco Planning Department (M. Jacinto 2013, 2014, and 2015).

3.0 REVISED PROJECT

Revised Figure 2 shows proposed 5M building massing for both the original Proposed Project (Office Scheme), as analyzed in the September 2014 ***Boeddeker Park*** *Shadow Analysis* and for the updated Revised Project. As shown on this figure, although the two building scenarios are somewhat different, both schemes share important similarities for shadow analysis purposes including the same height of the tallest building (N1). The Revised Project is substantially similar to the Preservation Alternative analyzed in the Draft EIR and identified as the Environmentally Superior Alternative. Similar to the Preservation Alternative, the Revised Project would retain the Camelline Building rather than demolish it and the proposed project's Building N2 as well as the Building H1to Building H2 connector would not be developed. Under the Revised Project, the site would be developed with a mix of office, retail, residential, cultural, educational, and open space uses in general accordance with the height and bulk controls that are proposed as part of the proposed Fifth and Mission Special Use District (SUD). The Revised Project proposes a total of 1,723,900 gsf of building space on the site, including 825,600 gsf of office uses, 77,000 square feet of active ground floor uses, and 821,300 gsf of residential uses (702 dwelling units). Approximately 59,540 gsf of open space would also be provided.

Under the Revised Project, heights of proposed buildings include:

- N1: 470 feet;
- H1: 395 feet / 352 feet (including parapet); and
- M2: 200 feet top of roof / 220 feet top of elevator overrun.

Revised Figures 3A and **3B** respectively show east and west building elevations along Fifth and Mary Streets.

4.0 METHODOLOGY

Technical methods employed by Environmental Vision and CADP to prepare this addendum replicate methods used previously in 2014 to prepare shadow diagrams, calculations, and evaluation of existing and net new shadow associated with the Proposed 5M Project. With exception noted below, technical assumptions are also consistent with the previous 2014 analysis:

This evaluation addresses Revised Project building footprints and massing, as described in Section 3 above and shown in **Revised Figure 2**.

5.0 BOEDDEKER PARK

5.1 Physical Description

Revised Figure 1 shows the location of the Revised Project site in relationship to Boeddeker Park and other potentially affected open spaces. **Revised Figure 4** shows the Boeddeker Park layout including various landscaped and hardscape features arranged along connecting steps and paved pathways. The park features are characterized as active or passive. **Revised Figure 5** includes seven photographs that show views at Boeddeker Park (Environmental Vision May 2015).

Located approximately 0.4 mile northwest of the 5M Project site, Boeddeker Park is approximately 0.97 acre or 42,281-square feet. The park site is roughly "L" shaped with frontage on three streets- Eddy, Jones and Ellis. The entrance to the park is located at 295 Eddy Street. Sloping down to the south, the elevation difference between the north and south edges of the site is more than 15 feet. The larger southern part of the park has street frontage along its south and west sides and the Clubhouse building occupies its eastside. A lawn area and a multi-use/basketball half-court are located within the southwest and northwest parts of the park with a paved pathway around the perimeter. Just west of the basketball court, is a soft surfaced area with play equipment including a slide, swings and climbing structures. Parts of the western and southern edges of the open space are slightly elevated in relationship to the adjacent public sidewalks and the park's perimeter black metal mesh fence rests on a low concrete retaining wall. Near the corner of Eddy and Jones Street, the southwest corner of the park is enclosed by a decorative, artist designed metal fence. Within the southern edge of the park, near the sidewalk along Eddy Street and along the west edge of the park entry walkway, small metal tables with chairs are mounted in the pavement adjacent to planted beds.

The smaller portion of the park fronts Ellis Street on its north side, mid-block between Jones and Taylor, while the larger, southern, portion includes frontage along both Jones and Eddy Streets. The northern portion of the park includes three level paved "patio" areas connected by steps and a paved ramp. All of the terraces have seating and one includes a variety of outdoor exercise equipment. Landscaping in this part of the park includes planting beds and perimeter trees or shrubs. Black metal mesh fencing with an emergency exit gate define the northern side of Boeddeker Park along Ellis Street. Other than the exercise equipment patio, the northern park area is intended primarily for passive use.

5.2 Hours of Operation and Public Use

Boeddeker Park is open daily from 9.00 a.m. until 7:00 p.m. Programming at the park including the clubhouse occurs throughout the day, generally beginning 9:00 a.m. and concluding by 7:00 p.m. Exceptions are weeknight technology sessions for teens from 7:00 to 8:00 p.m. and Friday basketball for teens until 8:00 p.m. (Suess, SFRPD 2015).

The Park site is managed by SFRPD and programming is operated in cooperation with three partner agencies- Boys & Girls Club of San Francisco, Shih Yu-Lang Central YMCA and Tenderloin Safe Passage. SFRPD currently operates primarily weekend outdoor and Clubhouse program activities such as exercise, dance, art and sports for children, youth and adults. During weekdays, park programming is operated by the partner agencies and includes outdoor and Clubhouse activities aimed at various age groups ranging from basketball, volleyball, and fitness training to homework and tutoring sessions, cooking, and arts & crafts. Two Clubhouse spaces – a multi-purpose room adjoining the kitchen and a smaller meeting room – are available to the public by reservation through the SFRPD Permits and Reservation office (Hopper, SFRPD 2015.

Guidance on park operations and programming is provided by a Community Advisory Committee (CAC) lead by the Boys & Girls Club of San Francisco. CAC membership is comprised of partner agency as well as local community organization, resident, and business representatives.

5.3 Evaluation

Qualitative Analysis of Net New Shadow

The detailed diagrams presented 2014 *Boeddeker Park Shadow Analysis* show that that no new project related shadow would affect Boeddeker Park on key dates of June 21 and September 20, or December 20.

Revised Sheet C-20 indicates that on November 8/February 1, net new project shadow would occur in the early morning. On these dates, the Revised Project would cast new shadow on Boeddeker Park from Sunrise plus 1 hour (7:44 a.m.) to approximately 8:07 a.m. At these times the project would cast net new shadow in and around the park's northern (emergency) exit gate. At 7:44 a.m. approximately 648 square feet of net new shadow would occur and at 8:00 a.m. approximately 1,129 square feet of net new shadow would occur near the northern exit gate along Ellis Street. The area of net new shadow would occur during the early morning hours, before 8:15 a.m., during approximately three months of the year. Because net new shadow would occur early in the morning, before the park is open and because the new shadow would be limited to an area used for park egress, the impact on park use is expected to be negligible.

Quantitative Analysis of Net New Shadow

Boeddeker Park has 157,345,443.75 square foot hours of Theoretically Available Annual Sunlight ("TAAS"), which is the amount of theoretically available sunlight on the park, annually, if there were no shadows from structures, trees, or other facilities. Shadows currently exist on the Boeddeker Park, predominately in the early morning hours along the southern and eastern boundaries of the park. Under existing conditions, Boeddeker Park is being shaded 41.59 percent of the time and has an existing shadow load of 65,432,960.23 square foot hours. The existing shadow load includes shadows from the clubhouse building.

The Revised Project would add 6,583.18 new annual square foot hours of shadow on the park. This is a 0.00418 percent increase in shadow as a percentage of TAAS. This amount of additional shadow would result in a negligible change to the total shadow load on the park. These findings are presented in **Table 1** below.

Table 1. SHADOW ON BOEDDEKER PARK (Annual Square Foot Hours)

	Available (TAAS)	Existing Shadow	New Shadow	TOTAL SHADOW (with project)
ANNUAL SQ. FT. HOURS	157,345,443.75	65,432,960.23	6,583.18	**65,439,543.41**
PERCENT	100	41.59	0.00418	**41.59**

The shadow calculation results and summary of the quantitative shadow analysis is attached as Revised Appendix B.

For the purposes of the Section 295 analysis, shadow impacts are calculated based on square foot hours recorded. To ensure a complete and accurate description of the Revised Project's potential shadow impacts, this analysis identifies the days when the shadow cast by the Revised Project: (1) would be at its

largest size by area, and (2) would result in the overall greatest shadow impact in terms of size and duration (i.e., the maximum net new shadow as measured in shadow foot hours).

The maximum net new shadow would occur on November 8/February 1. On these dates, the Revised Project would cast new shadow on Boeddeker Park from Sunrise plus 1 hour (7:44am) to approximately 8:07 a.m. On November 8/February 1 days, the new shadow load on Boeddeker Park would be 414.15 square foot hours. The largest new shadow by area would also occur on November 8/February 1 at 8:00am. At that time, on each of those dates, the new shadow cast by the Revised Project would be 1,128.78 square feet or approximately 2.67 percent of the open space area. As shown in the shadow diagram on Revised Sheet C-20, the Revised Project would increase the shadow load on Boeddeker Park along the northern boundary of the park facing Ellis Street.

Net new shadows would occur between October 18 and November 29 as well as January 11 through February 22 as summarized in Revised Appendix B. The square feet area of net new shadow, as well as the duration, are less on these dates than November 8/February 1 discussed above. The average duration of the shadows would be approximately 12 minutes, with a range of duration from 5 minutes on November 29/January 11 to approximately 23 minutes on November 8/February 1. Net new shadows would occur during the first hours of the Prop K day during the fall and winter months, and would never occur for longer than approximately 25 minutes or later than approximately 8:40 a.m.

Because the Revised Project would cast new shadow on Boeddeker Park, under Planning Code Section 295, the Planning Commission can only approve the Project if it finds that the net new shadow is not adverse. The 1989 Memorandum sets forth quantitative and qualitative criteria to assist the Planning Commission in reaching their determination as to whether the net new shadow is adverse. The quantitative and qualitative criteria are described below.

With respect to the recommended permitted additional shadow, under the 1989 Memorandum, larger parks (more than 2 acres) that are shadowed less than 20% of the time during the year, an additional 1.0% of shadow is recommended, as permitted, if the specific shadow meets the additional qualitative criteria. Boeddeker Park is slightly larger than two acres. It is currently shadowed 41.59% of the time. The Revised Project would add 0.00418% new shadow.

5.4 Revised Project-Related Public Good

In order to fully evaluate the potential impacts associated with the proposed 5M project, decision-makers weigh the amount and duration of shadow cast by the Revised Project against the public good or public benefits associated with the Revised Project. Factors that may be considered under this criterion are (1) the public interest in terms of a needed use, (2) building design and urban form, (3) impact fees, and (4) other public benefits.

The 5M Project is proposed on one of the largest underutilized sites in the City, close to mass transit, surrounded by more than 30 bus and rail lines. The property is a block away from the Powell Street BART and Muni Station, and the Powell Street BART Station has the only remaining platform capacity downtown. Consistent with the goals of transit-oriented development, the 5M Project is designed to address jobs/housing balance by providing space for both new jobs and new housing on the same site.

Project plans were carefully developed to respect the history and character of the site, retaining the historic San Francisco Chronicle, Dempster Printing and Camelline buildings. In addition, the 5M

Project will pay about $60 million in development impact fees and an additional approximately $10 million in community benefit fees to the City, providing funds and on-site affordable housing units to meet a 33% affordable housing target, build much needed public open spaces, pedestrian and street improvements and fund important arts, youth development and local workforce development programs.

The project will provide, through a combination of funding, land dedication, and on-site affordable housing, approximately 212 affordable units, which is about 33% of the project's number of market rate units. The affordable units will be restricted to affordable rent levels – at or below 50% of Area Median Income – either on site or in the immediate area. Affordable housing at 5M comprises 58 units on-site, 83 units at a site under project sponsor control three parcels away, and 71 units at the Eddy & Taylor project by Tenderloin Neighborhood Development Corporation.

New public open spaces include a total of 26,000 square feet of open space at the ground level, plus a 23,000 square foot open space on the roof of the Chronicle Building. Over half of the site is dedicated to open space and historic and existing buildings; and the remaining half to new construction.

The Project also will privately fund extensive pedestrian and streetscape improvements that will better connect the surrounding neighborhoods through and across the site and will greatly improve pedestrian safety in the area, including sidewalk widening and planting new street trees. Improvements include a new signalized mid-block crosswalk from Mary Street across Mission Street, widened sidewalks along Fifth Street, a pedestrian-only alley along Mary Street between Mission and Minna streets, and streetscape improvements along Mission Street, between 5th and 6th streets.

Through the contribution of the historic Dempster Printing Building toward nonprofit arts uses, as well as the dedication of a significant portion of the arts fees generated by the project toward art and programming in 5M's open spaces, the project will support the cultivation of vibrant arts and cultural activities in the neighborhood. Fees from 5M will also fund construction job readiness and skills programs for local residents, and wrap-around services and youth development for neighborhood youth.

The project's Development Agreement sets forth the overall project description and legally binding project-wide obligations and community benefits, as well as the timing for the delivery of those benefits.

5.5 Community Outreach

The 5M Project has been in planning and development for over six years, and the project sponsor has regularly engaged with local community stakeholders important elements of the project plan. In total, the project sponsor has held over a hundred community and stakeholder meetings since 2009, the majority of which were held after the NOP for the Project was filed in January of 2013.

Subsequent to the project's NOP, the project sponsors held several larger public meetings, including two general update meetings in August 2014; a series of three workshops in November 2014 focusing on affordability, jobs and small businesses, and design and open space; a series of two discussions on the project's land use in February 2015; and two meetings with residents of the adjacent Mint Mall in February and March 2015.

Direct outreach and dialogue has focused on small businesses in the area, neighbors and tenants adjacent to the project site, and the local school community and youth interests as represented by Bessie Carmichael School and the Gene Friend Recreational Center.

The project sponsor has worked to ensure transparency of the project's overall approval process, making information public via the project website at 5mproject.com and through email. As the project's

public benefits have evolved and stakeholders have sought to learn more about the project's effects, the project sponsor has continued to have open dialogue with neighbors, answering questions and concerns around focus areas such as affordability, construction impacts, pedestrian safety, and traffic issues. These open discussions have been intended to ensure stakeholders are able to take informed positions on the project's approval.

6. Evaluation Summary

For the majority of the year the Revised Project would not cast any net new shadow on Boeddeker Park. No net new shadow would occur on four important dates – June 21 (Summer Solstice), March 21 (Spring Equinox)/September 21 (Fall Equinox) and December 20 (Winter Solstice). It is expected that no net new shadow would occur in the 8-month period between mid-February and mid-October, including throughout the summer months. Additionally, no net new shadow would occur in winter from December 6 through January 4. Furthermore, throughout the year the project would not cast net new shadow on any key park features including seating or play areas.

With respect to potential shadow effects associated cumulative development, diagrams included in Appendix B of the 2014 *Generalized Shadow Analysis for Affected Open Space* as well as Revised diagrams B-19, B-29 through B-32, and B-36 contained in the June 2015 memo addendum indicate that past present and reasonably foreseeable future projects would not introduce any net new shadow to Boeddeker Park.

The Revised Project would increase the shadow load on Boeddeker Park along the northern boundary of the park facing Eddy Street. The new shadow would occur only during early morning hours, before 8:40 a.m. during the fall and winter months, and would never occur for longer than approximately 25 minutes. The impact on park use is expected to be minimal, particularly because net new shadow would only be cast on a limited area that is used for park egress at a time of day before the park is open.

The Revised Project would reduce the annual available sunlight on Boeddeker Park by 0.00418 percent. This is a 6,583.18 square foot hour reduction of sunlight resulting in a total annual shadow load on the park of 65,439,543.41 square foot hours. The existing shadow load is 41.59 percent and the Revised Project would result in essentially the same total shadow load on the park of 41.59 percent.

7. References

Boys & Girls Club of San Francisco. Online. http://www.kidsclub.org/boeddeker-park/ Site visited on June 1, 2015.

Environmental Vision. *Boeddeker Park Shadow Analysis* for the 5M Project. September 2, 2014.

Environmental Vision. *5M Project Generalized Shadow Analysis for Affected Open Space.* September 2, 2014.

San Francisco Recreation and Park Department. Online: http://www.sfrecpark.org /. Site visited on May 20, 2015.

Hopper, Jamie. Recreation Specialist. San Francisco Recreation and Park Department. Personal communication with Marsha Gale June 3, 2015.

Suess, Jeff. Property Manager. San Francisco Recreation and Park Department. Personal communication with Marsha Gale June 2, 2015

List of Revised Figures

Revised Figure 1. Location of Revised Project and Potentially Affected open Spaces

Revised Figure 2: Proposed and Revised Project Building Massing

Revised Figure 3A: Revised Project Building Elevation Drawing- Fifth Street Frontage

Revised Figure 3B: Revised Project Building Elevation Drawing- Mary Street

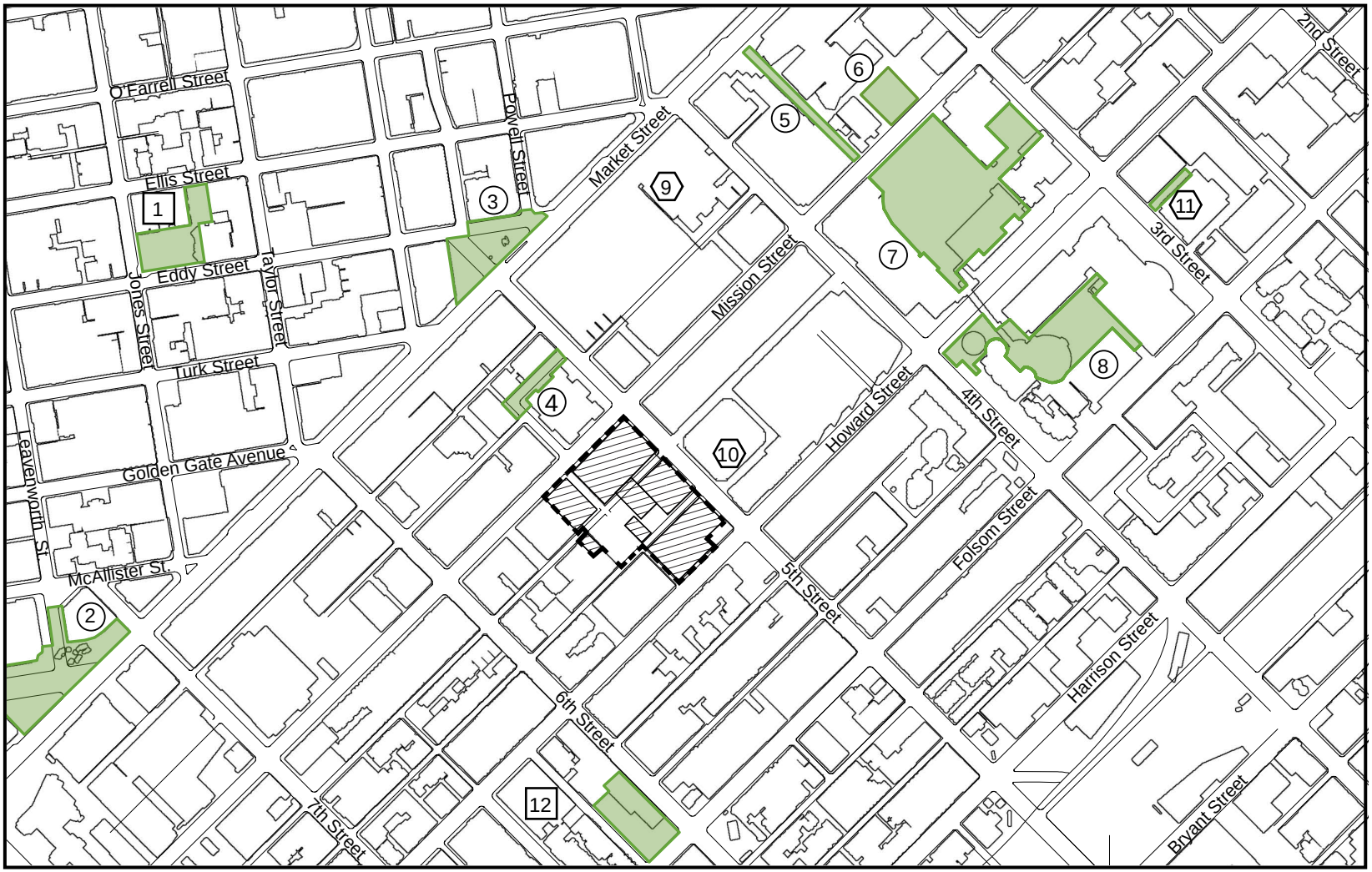
Revised Figure 4. Boeddeker Park Layout

Revised Figure 5. Boeddeker Park Photographs

Revised Shadow Diagram

Revised C-20 November 8 Shadow Diagram at 7:44 a.m. and 8:00 a.m. (1 sheet)

Revised Appendix B: Revised Shadow Calculations



0 800

Scale in Feet

5M Project

Open Space

Recreation and Park Commission Properties

1 Boeddeker Park

12 Gene Friend Recreation Center

Other Public Open Spaces

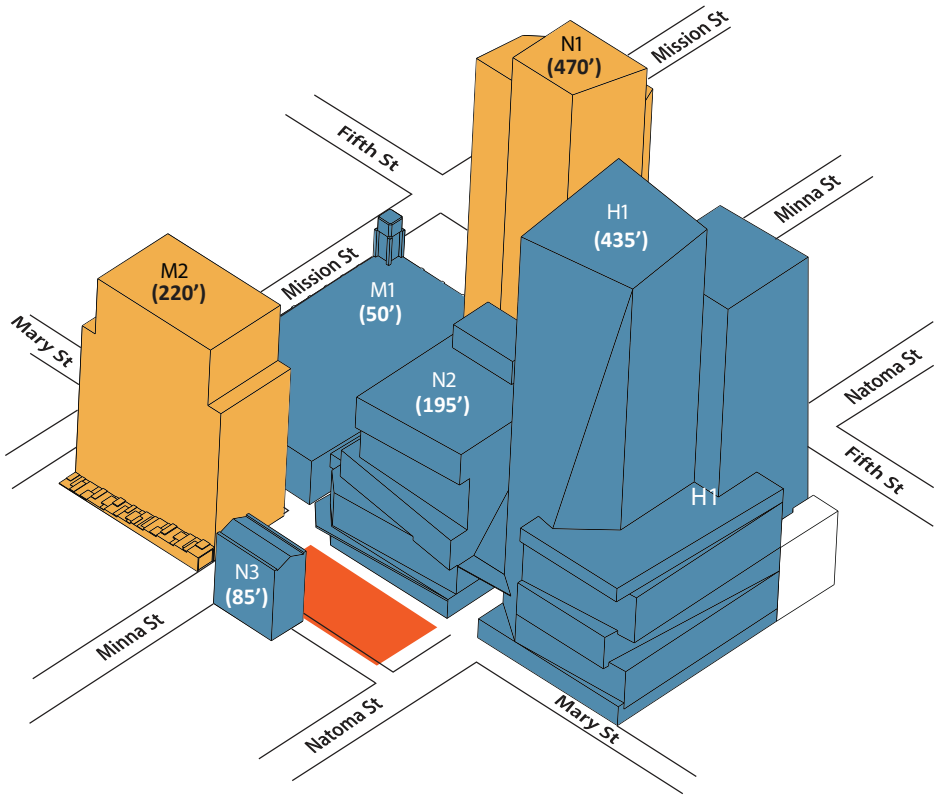
2 U.N. Plaza
3 Hallidie Plaza
4 Mint Plaza
5 Yerba Buena Lane
6 Jessie Square
7 Yerba Buena Gardens North
8 Yerba Buena Children's Play Area

Privately Owned Public Open Spaces (POPOs)

9 Westfield Sky Terrace
10 Intercontinental Hotel
11 Moscone Plaza

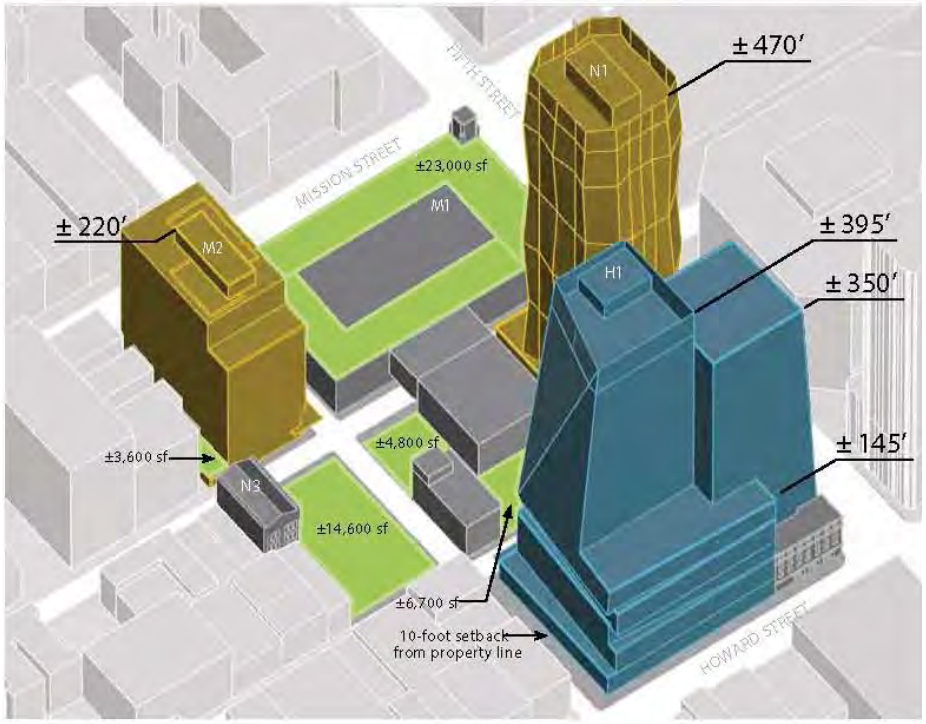
Revised Figure 1
Location of Revised Project and Potentially Affected Open Spaces
5M Project, San Francisco

ENVIRONMENTAL VISION
060315



Proposed Project - Office Scheme (DEIR)

Source: Forest City, 2013

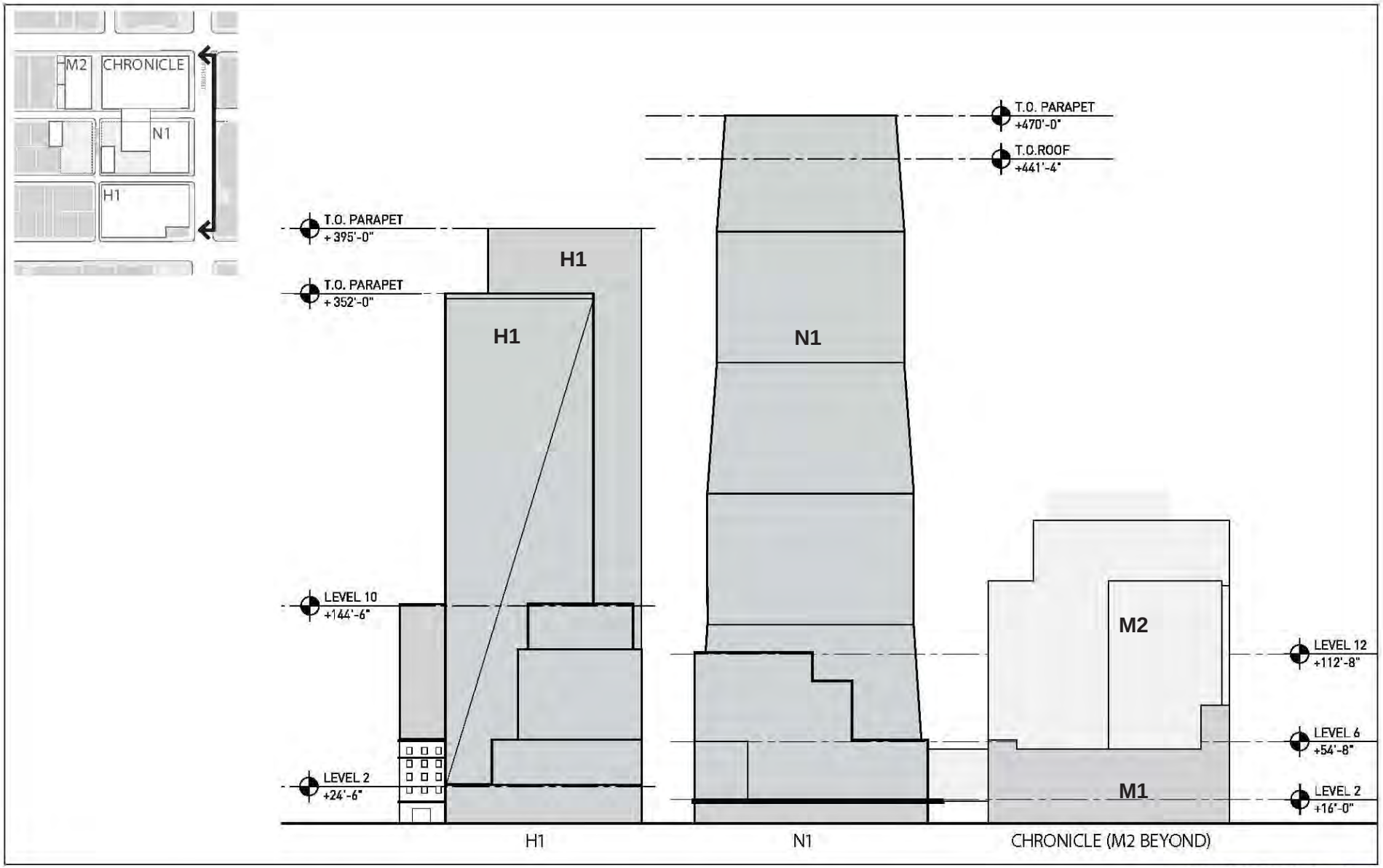


Revised Project

Source: Forest City, 2015

ENVIRONMENTAL VISION
060315

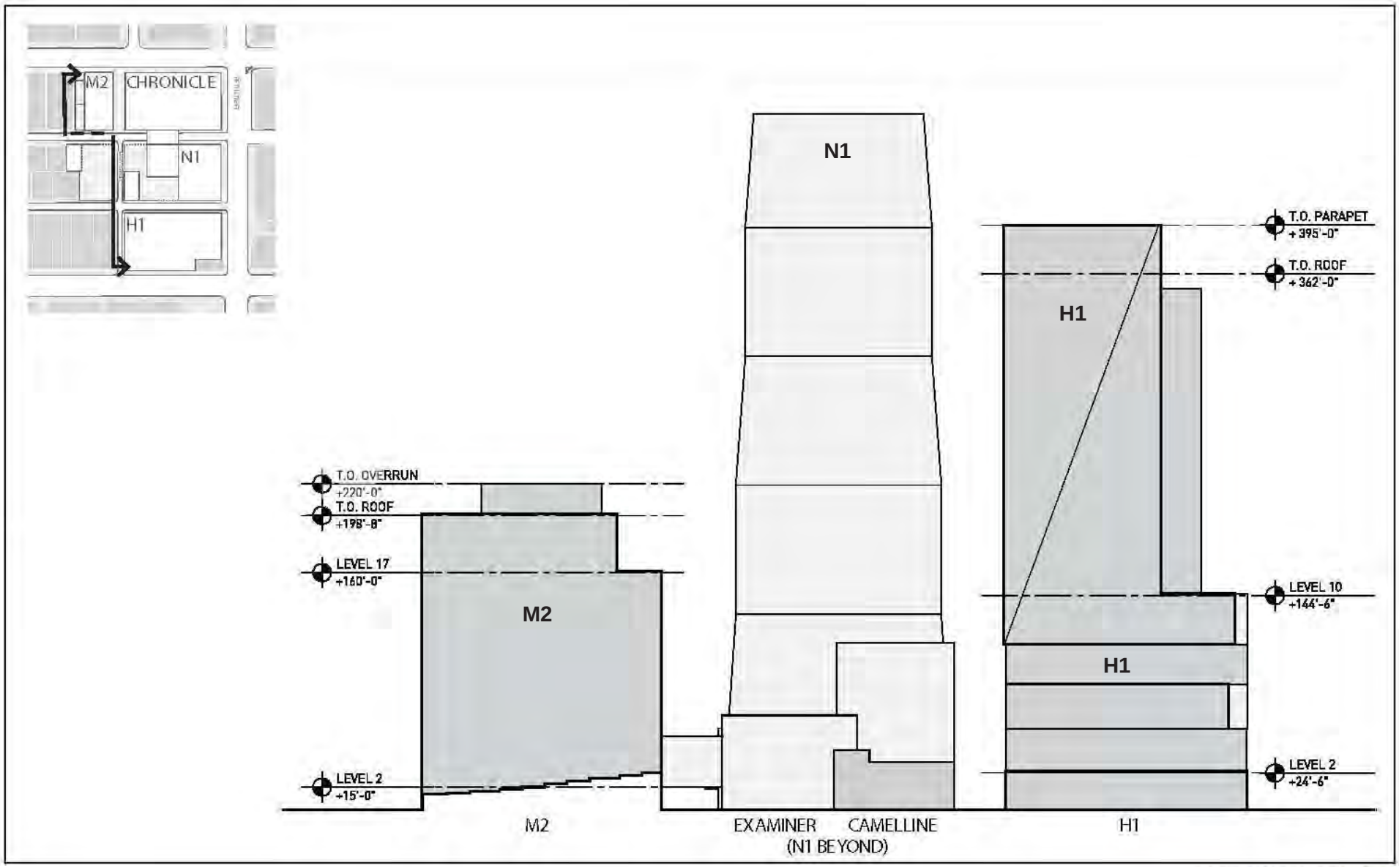
Revised Figure 2
Proposed and Revised Building Massing
5M Project, San Francisco



Source: Forest City, 2015

Revised Figure 3A
Revised Building Elevations - Fifth Street (East)
5M Project, San Francisco

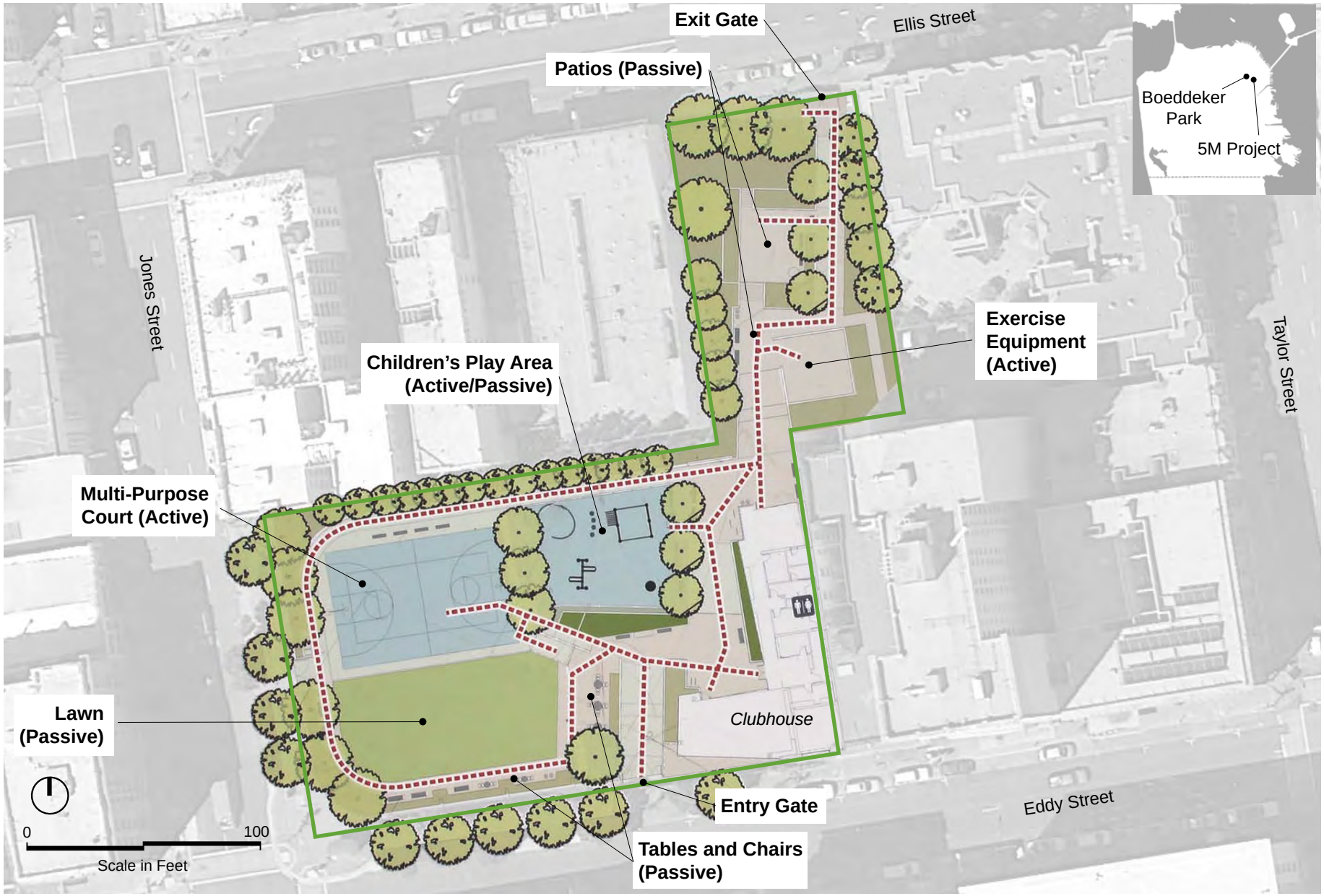
ENVIRONMENTAL VISION
060315



Source: Forest City, 2015

Revised Figure 3B
Revised Building Elevations - Mary Street (West)
5M Project, San Francisco

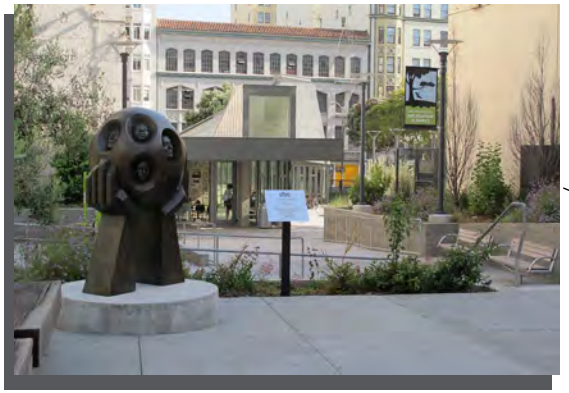
ENVIRONMENTAL VISION
060315



Map Sources: San Francisco Recreation and Park Department 2015 / Google Earth 2013

Revised Figure 4
Boeddeker Park Layout
5M Project, San Francisco

ENVIRONMENTAL VISION
060115



Landscaped terrace patio with seating and public art; clubhouse seen beyond



Paved walkway and raised planter beds, near Ellis Street exit, with exercise equipment and Clubhouse beyond





Multi-purpose court area with play structures, seating, and Clubhouse beyond



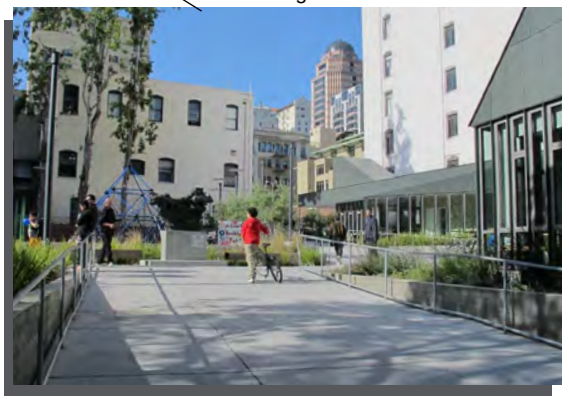
Children's play area with Clubhouse and park seating in background



Boeddeker Park with artist's custom perimeter steel fence at corner of Jones and Eddy Streets



Eddy Street park entrance



Park entry with sculpture in center, play structures on left, and Clubhouse on right

Note: All photos taken by Environmental Vision May 2015.

Revised Figure 5
Boeddeker Park - Photographs
5M Project, San Francisco

ENVIRONMENTAL VISION
060215



November 8 Sunrise +1hr (7:44 am)



November 8 8:00am

Existing Shadow

Net New Project Shadow

Park Boundary

Revised C-20
Boeddeker Park Shadow Patterns
5M Project, San Francisco

ENVIRONMENTAL VISION
052115

Revised Appendix B - Shadow Calculations

5M Revised Project (April 2015 Design) - Boeddeker Park (Boeddeker 2014 Clubhouse Included) 5/28/2015

Impact Summary

Date	Mirror date	Date+Time	Duration	Duration Total	ExSF	ExSfHr	NewSF	NewSFHr	Day Net New
18-Oct	22-Feb	10.18 08:30:00	0:10:48	0:10:48	40,112.31	7,220.22	3.74	0.67	0.67
25-Oct	15-Feb	10.25 07:30:00	0:07:48	0:07:48	41,197.95	5,355.73	23.94	3.11	3.11
8-Nov	8-Feb	11.08 07:43:48	0:00:36		41,248.07	412.48	647.79	6.48	
		11.08 07:45:00	0:07:48		41,133.87	5,347.40	965.21	125.48	
		11.08 08:00:00	0:15:00	0:23:24	38,988.02	9,747.01	1,128.78	282.19	414.15
15-Nov	25-Jan	11.15 07:51:00	0:04:48		41,545.54	3,323.64	647.54	51.80	
		11.15 08:00:00	0:12:00	0:16:48	40,661.61	8,132.32	32.91	6.58	58.39
22-Nov	18-Jan	11.22 07:57:36	0:01:12		41,853.22	837.06	279.26	5.59	
		11.22 08:00:00	0:09:00	0:10:12	41,679.93	6,251.99	0.50	0.08	5.66
29-Nov	11-Jan	11.29 08:04:12	0:05:24	0:05:24	42,131.24	3,791.81	62.34	5.61	5.61
			1:14:24				**3,792.01**	**487.59**	487.591
		Average Duration	**0:12:24**				**Ave Net New**		**81.27**

Full Sun Angle Results

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
172	06.21 06:46:48	0:06:36	42,193.58	4,641.29	0.00	0.00	0.00	0.00
172	06.21 07:00:00	0:13:48	41,798.37	9,613.63	0.00	0.00	395.21	90.90
172	06.21 07:15:00	0:15:00	40,700.01	10,175.00	0.00	0.00	1,493.57	373.39
172	06.21 07:30:00	0:15:00	41,692.40	10,423.10	0.00	0.00	501.18	125.30
172	06.21 07:45:00	0:15:00	39,652.52	9,913.13	0.00	0.00	2,541.06	635.26
172	06.21 08:00:00	0:15:00	38,358.93	9,589.73	0.00	0.00	3,834.65	958.66
172	06.21 08:15:00	0:15:00	36,325.79	9,081.45	0.00	0.00	5,867.79	1,466.95
172	06.21 08:30:00	0:15:00	31,425.70	7,856.43	0.00	0.00	10,767.88	2,691.97
172	06.21 08:45:00	0:15:00	26,591.94	6,647.98	0.00	0.00	15,601.64	3,900.41
172	06.21 09:00:00	0:15:00	22,221.70	5,555.43	0.00	0.00	19,971.88	4,992.97
172	06.21 09:15:00	0:15:00	18,686.76	4,671.69	0.00	0.00	23,506.81	5,876.70
172	06.21 09:30:00	0:15:00	15,969.42	3,992.36	0.00	0.00	26,224.15	6,556.04
172	06.21 09:45:00	0:15:00	13,886.66	3,471.67	0.00	0.00	28,306.92	7,076.73
172	06.21 10:00:00	0:15:00	12,439.97	3,109.99	0.00	0.00	29,753.60	7,438.40
172	06.21 10:15:00	0:15:00	11,317.43	2,829.36	0.00	0.00	30,876.15	7,719.04
172	06.21 10:30:00	0:15:00	10,422.79	2,605.70	0.00	0.00	31,770.79	7,942.70
172	06.21 10:45:00	0:15:00	9,585.00	2,396.25	0.00	0.00	32,608.58	8,152.15
172	06.21 11:00:00	0:15:00	8,693.59	2,173.40	0.00	0.00	33,499.98	8,375.00
172	06.21 11:15:00	0:15:00	7,815.16	1,953.79	0.00	0.00	34,378.42	8,594.61
172	06.21 11:30:00	0:15:00	7,136.70	1,784.17	0.00	0.00	35,056.88	8,764.22
172	06.21 11:45:00	0:15:00	6,126.61	1,531.65	0.00	0.00	36,066.97	9,016.74
172	06.21 12:00:00	0:15:00	5,014.04	1,253.51	0.00	0.00	37,179.54	9,294.89
172	06.21 12:15:00	0:15:00	3,971.54	992.88	0.00	0.00	38,222.04	9,555.51
172	06.21 12:30:00	0:15:00	2,971.92	742.98	0.00	0.00	39,221.66	9,805.41
172	06.21 12:45:00	0:15:00	1,965.57	491.39	0.00	0.00	40,228.01	10,057.00
172	06.21 13:00:00	0:15:00	996.38	249.09	0.00	0.00	41,197.20	10,299.30
172	06.21 13:15:00	0:15:00	1,024.30	256.08	0.00	0.00	41,169.28	10,292.32
172	06.21 13:30:00	0:15:00	1,191.11	297.78	0.00	0.00	41,002.47	10,250.62
172	06.21 13:45:00	0:15:00	1,407.54	351.89	0.00	0.00	40,786.04	10,196.51
172	06.21 14:00:00	0:15:00	1,638.43	409.61	0.00	0.00	40,555.14	10,138.79
172	06.21 14:15:00	0:15:00	1,935.40	483.85	0.00	0.00	40,258.18	10,064.54
172	06.21 14:30:00	0:15:00	2,224.89	556.22	0.00	0.00	39,968.69	9,992.17
172	06.21 14:45:00	0:15:00	2,537.07	634.27	0.00	0.00	39,656.51	9,914.13
172	06.21 15:00:00	0:15:00	2,818.08	704.52	0.00	0.00	39,375.50	9,843.88
172	06.21 15:15:00	0:15:00	3,117.79	779.45	0.00	0.00	39,075.79	9,768.95
172	06.21 15:30:00	0:15:00	3,429.22	857.30	0.00	0.00	38,764.36	9,691.09
172	06.21 15:45:00	0:15:00	3,786.27	946.57	0.00	0.00	38,407.30	9,601.83
172	06.21 16:00:00	0:15:00	4,225.87	1,056.47	0.00	0.00	37,967.71	9,491.93
172	06.21 16:15:00	0:15:00	5,464.10	1,366.03	0.00	0.00	36,729.47	9,182.37
172	06.21 16:30:00	0:15:00	7,184.07	1,796.02	0.00	0.00	35,009.51	8,752.38
172	06.21 16:45:00	0:15:00	9,142.91	2,285.73	0.00	0.00	33,050.67	8,262.67
172	06.21 17:00:00	0:15:00	11,328.90	2,832.23	0.00	0.00	30,864.68	7,716.17

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
172	06.21 17:15:00	0:15:00	13,657.02	3,414.25	0.00	0.00	28,536.56	7,134.14
172	06.21 17:30:00	0:15:00	16,267.14	4,066.79	0.00	0.00	25,926.44	6,481.61
172	06.21 17:45:00	0:15:00	18,992.46	4,748.12	0.00	0.00	23,201.12	5,800.28
172	06.21 18:00:00	0:15:00	21,691.85	5,422.96	0.00	0.00	20,501.73	5,125.43
172	06.21 18:15:00	0:15:00	24,605.92	6,151.48	0.00	0.00	17,587.66	4,396.92
172	06.21 18:30:00	0:15:00	27,917.44	6,979.36	0.00	0.00	14,276.14	3,569.03
172	06.21 18:45:00	0:15:00	30,593.14	7,648.29	0.00	0.00	11,600.44	2,900.11
172	06.21 19:00:00	0:15:00	35,454.83	8,863.71	0.00	0.00	6,738.75	1,684.69
172	06.21 19:15:00	0:18:00	41,212.16	12,363.65	0.00	0.00	981.41	294.42
172	06.21 19:36:00	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00
179	06.28 06:48:35	0:06:00	42,193.58	4,219.36	0.00	0.00	0.00	0.00
179	06.28 07:00:00	0:13:12	41,922.29	9,222.90	0.00	0.00	271.29	59.68
179	06.28 07:15:00	0:15:00	40,863.08	10,215.77	0.00	0.00	1,330.49	332.62
179	06.28 07:30:00	0:15:00	42,021.78	10,505.45	0.00	0.00	171.80	42.95
179	06.28 07:45:00	0:15:00	39,895.88	9,973.97	0.00	0.00	2,297.70	574.42
179	06.28 08:00:00	0:15:00	38,570.37	9,642.59	0.00	0.00	3,623.20	905.80
179	06.28 08:15:00	0:15:00	36,862.87	9,215.72	0.00	0.00	5,330.71	1,332.68
179	06.28 08:30:00	0:15:00	32,137.57	8,034.39	0.00	0.00	10,056.00	2,514.00
179	06.28 08:45:00	0:15:00	27,167.42	6,791.86	0.00	0.00	15,026.16	3,756.54
179	06.28 09:00:00	0:15:00	22,652.81	5,663.20	0.00	0.00	19,540.76	4,885.19
179	06.28 09:15:00	0:15:00	19,050.06	4,762.51	0.00	0.00	23,143.52	5,785.88
179	06.28 09:30:00	0:15:00	16,261.40	4,065.35	0.00	0.00	25,932.17	6,483.04
179	06.28 09:45:00	0:15:00	14,105.09	3,526.27	0.00	0.00	28,088.49	7,022.12
179	06.28 10:00:00	0:15:00	12,613.77	3,153.44	0.00	0.00	29,579.81	7,394.95
179	06.28 10:15:00	0:15:00	11,447.59	2,861.90	0.00	0.00	30,745.99	7,686.50
179	06.28 10:30:00	0:15:00	10,549.70	2,637.43	0.00	0.00	31,643.87	7,910.97
179	06.28 10:45:00	0:15:00	9,716.15	2,429.04	0.00	0.00	32,477.43	8,119.36
179	06.28 11:00:00	0:15:00	8,816.52	2,204.13	0.00	0.00	33,377.06	8,344.26
179	06.28 11:15:00	0:15:00	7,937.09	1,984.27	0.00	0.00	34,256.49	8,564.12
179	06.28 11:30:00	0:15:00	7,224.22	1,806.05	0.00	0.00	34,969.36	8,742.34
179	06.28 11:45:00	0:15:00	6,263.00	1,565.75	0.00	0.00	35,930.58	8,982.65
179	06.28 12:00:00	0:15:00	5,144.20	1,286.05	0.00	0.00	37,049.38	9,262.35
179	06.28 12:15:00	0:15:00	4,091.22	1,022.81	0.00	0.00	38,102.36	9,525.59
179	06.28 12:30:00	0:15:00	3,085.37	771.34	0.00	0.00	39,108.21	9,777.05
179	06.28 12:45:00	0:15:00	2,073.54	518.38	0.00	0.00	40,120.04	10,030.01
179	06.28 13:00:00	0:15:00	1,097.11	274.28	0.00	0.00	41,096.47	10,274.12
179	06.28 13:15:00	0:15:00	1,018.82	254.70	0.00	0.00	41,174.76	10,293.69
179	06.28 13:30:00	0:15:00	1,183.38	295.85	0.00	0.00	41,010.20	10,252.55
179	06.28 13:45:00	0:15:00	1,398.81	349.70	0.00	0.00	40,794.76	10,198.69
179	06.28 14:00:00	0:15:00	1,622.72	405.68	0.00	0.00	40,570.85	10,142.71
179	06.28 14:15:00	0:15:00	1,919.94	479.99	0.00	0.00	40,273.64	10,068.41
179	06.28 14:30:00	0:15:00	2,208.18	552.05	0.00	0.00	39,985.40	9,996.35
179	06.28 14:45:00	0:15:00	2,524.35	631.09	0.00	0.00	39,669.23	9,917.31
179	06.28 15:00:00	0:15:00	2,804.61	701.15	0.00	0.00	39,388.97	9,847.24
179	06.28 15:15:00	0:15:00	3,104.32	776.08	0.00	0.00	39,089.26	9,772.31
179	06.28 15:30:00	0:15:00	3,409.77	852.44	0.00	0.00	38,783.81	9,695.95
179	06.28 15:45:00	0:15:00	3,764.58	941.15	0.00	0.00	38,429.00	9,607.25
179	06.28 16:00:00	0:15:00	4,181.73	1,045.43	0.00	0.00	38,011.85	9,502.96
179	06.28 16:15:00	0:15:00	5,304.77	1,326.19	0.00	0.00	36,888.80	9,222.20
179	06.28 16:30:00	0:15:00	7,009.53	1,752.38	0.00	0.00	35,184.05	8,796.01
179	06.28 16:45:00	0:15:00	8,947.43	2,236.86	0.00	0.00	33,246.15	8,311.54
179	06.28 17:00:00	0:15:00	11,116.96	2,779.24	0.00	0.00	31,076.62	7,769.16
179	06.28 17:15:00	0:15:00	13,430.86	3,357.72	0.00	0.00	28,762.72	7,190.68
179	06.28 17:30:00	0:15:00	16,038.74	4,009.69	0.00	0.00	26,154.84	6,538.71
179	06.28 17:45:00	0:15:00	18,773.78	4,693.45	0.00	0.00	23,419.79	5,854.95
179	06.28 18:00:00	0:15:00	21,486.64	5,371.66	0.00	0.00	20,706.94	5,176.74
179	06.28 18:15:00	0:15:00	24,360.07	6,090.02	0.00	0.00	17,833.51	4,458.38
179	06.28 18:30:00	0:15:00	27,719.22	6,929.80	0.00	0.00	14,474.36	3,618.59
179	06.28 18:45:00	0:15:00	30,278.72	7,569.68	0.00	0.00	11,914.86	2,978.71
179	06.28 19:00:00	0:15:00	35,018.98	8,754.75	0.00	0.00	7,174.60	1,793.65
179	06.28 19:15:00	0:18:00	40,916.94	12,275.08	0.00	0.00	1,276.64	382.99
179	06.28 19:36:36	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00
186	07.05 06:52:12	0:03:36	42,193.58	2,531.62	0.00	0.00	0.00	0.00
186	07.05 07:00:00	0:11:24	42,038.99	7,987.41	0.00	0.00	154.59	29.37
186	07.05 07:15:00	0:15:00	41,137.36	10,284.34	0.00	0.00	1,056.22	264.05
186	07.05 07:30:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00
186	07.05 07:45:00	0:15:00	40,366.14	10,091.54	0.00	0.00	1,827.44	456.86
186	07.05 08:00:00	0:15:00	38,933.67	9,733.42	0.00	0.00	3,259.91	814.98
186	07.05 08:15:00	0:15:00	37,611.90	9,402.98	0.00	0.00	4,581.68	1,145.42
186	07.05 08:30:00	0:15:00	33,155.89	8,288.97	0.00	0.00	9,037.69	2,259.42
186	07.05 08:45:00	0:15:00	27,932.90	6,983.23	0.00	0.00	14,260.68	3,565.17
186	07.05 09:00:00	0:15:00	23,262.96	5,815.74	0.00	0.00	18,930.62	4,732.66
186	07.05 09:15:00	0:15:00	19,477.68	4,869.42	0.00	0.00	22,715.90	5,678.97
186	07.05 09:30:00	0:15:00	16,597.02	4,149.26	0.00	0.00	25,596.56	6,399.14
186	07.05 09:45:00	0:15:00	14,427.24	3,606.81	0.00	0.00	27,766.34	6,941.59
186	07.05 10:00:00	0:15:00	12,884.80	3,221.20	0.00	0.00	29,308.78	7,327.19
186	07.05 10:15:00	0:15:00	11,655.79	2,913.95	0.00	0.00	30,537.79	7,634.45

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
186	07.05 10:30:00	0:15:00	10,745.94	2,686.48	0.00	0.00	31,447.64	7,861.91
186	07.05 10:45:00	0:15:00	9,909.39	2,477.35	0.00	0.00	32,284.19	8,071.05
186	07.05 11:00:00	0:15:00	9,004.53	2,251.13	0.00	0.00	33,189.05	8,297.26
186	07.05 11:15:00	0:15:00	8,124.09	2,031.02	0.00	0.00	34,069.48	8,517.37
186	07.05 11:30:00	0:15:00	7,362.35	1,840.59	0.00	0.00	34,831.23	8,707.81
186	07.05 11:45:00	0:15:00	6,440.78	1,610.20	0.00	0.00	35,752.80	8,938.20
186	07.05 12:00:00	0:15:00	5,311.01	1,327.75	0.00	0.00	36,882.57	9,220.64
186	07.05 12:15:00	0:15:00	4,235.09	1,058.77	0.00	0.00	37,958.49	9,489.62
186	07.05 12:30:00	0:15:00	3,215.78	803.94	0.00	0.00	38,977.80	9,744.45
186	07.05 12:45:00	0:15:00	2,199.46	549.86	0.00	0.00	39,994.12	9,998.53
186	07.05 13:00:00	0:15:00	1,209.06	302.27	0.00	0.00	40,984.51	10,246.13
186	07.05 13:15:00	0:15:00	1,044.75	261.19	0.00	0.00	41,148.83	10,287.21
186	07.05 13:30:00	0:15:00	1,206.57	301.64	0.00	0.00	40,987.01	10,246.75
186	07.05 13:45:00	0:15:00	1,419.01	354.75	0.00	0.00	40,774.57	10,193.64
186	07.05 14:00:00	0:15:00	1,641.92	410.48	0.00	0.00	40,551.65	10,137.91
186	07.05 14:15:00	0:15:00	1,936.40	484.10	0.00	0.00	40,257.18	10,064.30
186	07.05 14:30:00	0:15:00	2,224.14	556.04	0.00	0.00	39,969.44	9,992.36
186	07.05 14:45:00	0:15:00	2,541.06	635.26	0.00	0.00	39,652.52	9,913.13
186	07.05 15:00:00	0:15:00	2,825.31	706.33	0.00	0.00	39,368.27	9,842.07
186	07.05 15:15:00	0:15:00	3,124.02	781.01	0.00	0.00	39,069.56	9,767.39
186	07.05 15:30:00	0:15:00	3,430.46	857.62	0.00	0.00	38,763.12	9,690.78
186	07.05 15:45:00	0:15:00	3,783.53	945.88	0.00	0.00	38,410.05	9,602.51
186	07.05 16:00:00	0:15:00	4,183.98	1,045.99	0.00	0.00	38,009.60	9,502.40
186	07.05 16:15:00	0:15:00	5,192.32	1,298.08	0.00	0.00	37,001.26	9,250.32
186	07.05 16:30:00	0:15:00	6,882.12	1,720.53	0.00	0.00	35,311.46	8,827.87
186	07.05 16:45:00	0:15:00	8,790.09	2,197.52	0.00	0.00	33,403.49	8,350.87
186	07.05 17:00:00	0:15:00	10,979.07	2,744.77	0.00	0.00	31,214.51	7,803.63
186	07.05 17:15:00	0:15:00	13,296.47	3,324.12	0.00	0.00	28,897.11	7,224.28
186	07.05 17:30:00	0:15:00	15,915.32	3,978.83	0.00	0.00	26,278.26	6,569.57
186	07.05 17:45:00	0:15:00	18,665.07	4,666.27	0.00	0.00	23,528.51	5,882.13
186	07.05 18:00:00	0:15:00	21,400.61	5,350.15	0.00	0.00	20,792.96	5,198.24
186	07.05 18:15:00	0:15:00	24,291.00	6,072.75	0.00	0.00	17,902.58	4,475.65
186	07.05 18:30:00	0:15:00	27,672.34	6,918.09	0.00	0.00	14,521.24	3,630.31
186	07.05 18:45:00	0:15:00	30,129.86	7,532.47	0.00	0.00	12,063.71	3,015.93
186	07.05 19:00:00	0:15:00	34,786.10	8,696.52	0.00	0.00	7,407.48	1,851.87
186	07.05 19:15:00	0:18:00	40,914.20	12,274.26	0.00	0.00	1,279.38	383.81
186	07.05 19:36:00	0:10:48	42,193.58	7,594.84	0.00	0.00	0.00	0.00
193	07.12 06:56:24	0:01:48	42,193.58	1,265.81	0.00	0.00	0.00	0.00
193	07.12 07:00:00	0:09:00	42,147.45	6,322.12	0.00	0.00	46.13	6.92
193	07.12 07:15:00	0:15:00	41,947.23	10,486.81	0.00	0.00	246.35	61.59
193	07.12 07:30:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00
193	07.12 07:45:00	0:15:00	41,018.42	10,254.61	0.00	0.00	1,175.15	293.79
193	07.12 08:00:00	0:15:00	39,454.05	9,863.51	0.00	0.00	2,739.53	684.88
193	07.12 08:15:00	0:15:00	38,346.21	9,586.55	0.00	0.00	3,847.36	961.84
193	07.12 08:30:00	0:15:00	34,421.06	8,605.26	0.00	0.00	7,772.52	1,943.13
193	07.12 08:45:00	0:15:00	28,826.05	7,206.51	0.00	0.00	13,367.53	3,341.88
193	07.12 09:00:00	0:15:00	23,905.26	5,976.32	0.00	0.00	18,288.31	4,572.08
193	07.12 09:15:00	0:15:00	19,979.11	4,994.78	0.00	0.00	22,214.47	5,553.62
193	07.12 09:30:00	0:15:00	16,989.49	4,247.37	0.00	0.00	25,204.09	6,301.02
193	07.12 09:45:00	0:15:00	14,848.13	3,712.03	0.00	0.00	27,345.45	6,836.36
193	07.12 10:00:00	0:15:00	13,230.89	3,307.72	0.00	0.00	28,962.69	7,240.67
193	07.12 10:15:00	0:15:00	11,952.76	2,988.19	0.00	0.00	30,240.82	7,560.21
193	07.12 10:30:00	0:15:00	11,013.98	2,753.50	0.00	0.00	31,179.60	7,794.90
193	07.12 10:45:00	0:15:00	10,179.18	2,544.80	0.00	0.00	32,014.40	8,003.60
193	07.12 11:00:00	0:15:00	9,268.08	2,317.02	0.00	0.00	32,925.50	8,231.37
193	07.12 11:15:00	0:15:00	8,373.69	2,093.42	0.00	0.00	33,819.89	8,454.97
193	07.12 11:30:00	0:15:00	7,555.34	1,888.84	0.00	0.00	34,638.23	8,659.56
193	07.12 11:45:00	0:15:00	6,655.46	1,663.87	0.00	0.00	35,538.11	8,884.53
193	07.12 12:00:00	0:15:00	5,500.51	1,375.13	0.00	0.00	36,693.07	9,173.27
193	07.12 12:15:00	0:15:00	4,403.90	1,100.97	0.00	0.00	37,789.68	9,447.42
193	07.12 12:30:00	0:15:00	3,364.88	841.22	0.00	0.00	38,828.69	9,707.17
193	07.12 12:45:00	0:15:00	2,329.86	582.47	0.00	0.00	39,863.72	9,965.93
193	07.12 13:00:00	0:15:00	1,322.02	330.50	0.00	0.00	40,871.56	10,217.89
193	07.12 13:15:00	0:15:00	1,101.60	275.40	0.00	0.00	41,091.98	10,273.00
193	07.12 13:30:00	0:15:00	1,262.42	315.61	0.00	0.00	40,931.15	10,232.79
193	07.12 13:45:00	0:15:00	1,471.87	367.97	0.00	0.00	40,721.71	10,180.43
193	07.12 14:00:00	0:15:00	1,691.04	422.76	0.00	0.00	40,502.53	10,125.63
193	07.12 14:15:00	0:15:00	1,983.77	495.94	0.00	0.00	40,209.80	10,052.45
193	07.12 14:30:00	0:15:00	2,271.27	567.82	0.00	0.00	39,922.31	9,980.58
193	07.12 14:45:00	0:15:00	2,594.91	648.73	0.00	0.00	39,598.66	9,899.67
193	07.12 15:00:00	0:15:00	2,882.66	720.66	0.00	0.00	39,310.92	9,827.73
193	07.12 15:15:00	0:15:00	3,179.87	794.97	0.00	0.00	39,013.71	9,753.43
193	07.12 15:30:00	0:15:00	3,486.07	871.52	0.00	0.00	38,707.51	9,676.88
193	07.12 15:45:00	0:15:00	3,839.63	959.91	0.00	0.00	38,353.94	9,588.49
193	07.12 16:00:00	0:15:00	4,240.58	1,060.14	0.00	0.00	37,953.00	9,488.25
193	07.12 16:15:00	0:15:00	5,249.17	1,312.29	0.00	0.00	36,944.41	9,236.10
193	07.12 16:30:00	0:15:00	6,796.34	1,699.09	0.00	0.00	35,397.23	8,849.31

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
193	07.12 16:45:00	0:15:00	8,671.40	2,167.85	0.00	0.00	33,522.18	8,380.54
193	07.12 17:00:00	0:15:00	10,894.55	2,723.64	0.00	0.00	31,299.03	7,824.76
193	07.12 17:15:00	0:15:00	13,263.55	3,315.89	0.00	0.00	28,930.02	7,232.51
193	07.12 17:30:00	0:15:00	15,889.63	3,972.41	0.00	0.00	26,303.94	6,575.99
193	07.12 17:45:00	0:15:00	18,684.52	4,671.13	0.00	0.00	23,509.06	5,877.26
193	07.12 18:00:00	0:15:00	21,470.68	5,367.67	0.00	0.00	20,722.90	5,180.73
193	07.12 18:15:00	0:15:00	24,414.92	6,103.73	0.00	0.00	17,778.66	4,444.66
193	07.12 18:30:00	0:15:00	27,708.49	6,927.12	0.00	0.00	14,485.08	3,621.27
193	07.12 18:45:00	0:15:00	30,200.68	7,550.17	0.00	0.00	11,992.90	2,998.23
193	07.12 19:00:00	0:15:00	34,970.11	8,742.53	0.00	0.00	7,223.47	1,805.87
193	07.12 19:15:00	0:16:48	41,290.46	11,561.33	0.00	0.00	903.12	252.87
193	07.12 19:33:36	0:09:00	42,193.58	6,329.04	0.00	0.00	0.00	0.00
200	07.19 07:01:11	0:07:48	42,193.58	5,485.17	0.00	0.00	0.00	0.00
200	07.19 07:16:11	0:14:24	42,193.58	10,126.46	0.00	0.00	0.00	0.00
200	07.19 07:30:00	0:14:24	42,193.58	10,126.46	0.00	0.00	0.00	0.00
200	07.19 07:45:00	0:15:00	41,584.43	10,396.11	0.00	0.00	609.15	152.29
200	07.19 08:00:00	0:15:00	40,562.38	10,140.59	0.00	0.00	1,631.20	407.80
200	07.19 08:15:00	0:15:00	38,982.29	9,745.57	0.00	0.00	3,211.29	802.82
200	07.19 08:30:00	0:15:00	35,727.86	8,931.97	0.00	0.00	6,465.71	1,616.43
200	07.19 08:45:00	0:15:00	29,603.50	7,400.88	0.00	0.00	12,590.08	3,147.52
200	07.19 09:00:00	0:15:00	24,542.34	6,135.58	0.00	0.00	17,651.24	4,412.81
200	07.19 09:15:00	0:15:00	20,497.49	5,124.37	0.00	0.00	21,696.09	5,424.02
200	07.19 09:30:00	0:15:00	17,492.41	4,373.10	0.00	0.00	24,701.17	6,175.29
200	07.19 09:45:00	0:15:00	15,325.37	3,831.34	0.00	0.00	26,868.21	6,717.05
200	07.19 10:00:00	0:15:00	13,642.31	3,410.58	0.00	0.00	28,551.27	7,137.82
200	07.19 10:15:00	0:15:00	12,317.80	3,079.45	0.00	0.00	29,875.78	7,468.95
200	07.19 10:30:00	0:15:00	11,339.62	2,834.91	0.00	0.00	30,853.96	7,713.49
200	07.19 10:45:00	0:15:00	10,497.59	2,624.40	0.00	0.00	31,695.99	7,924.00
200	07.19 11:00:00	0:15:00	9,587.74	2,396.93	0.00	0.00	32,605.84	8,151.46
200	07.19 11:15:00	0:15:00	8,668.66	2,167.17	0.00	0.00	33,524.92	8,381.23
200	07.19 11:30:00	0:15:00	7,782.25	1,945.56	0.00	0.00	34,411.33	8,602.83
200	07.19 11:45:00	0:15:00	6,896.83	1,724.21	0.00	0.00	35,296.75	8,824.19
200	07.19 12:00:00	0:15:00	5,708.46	1,427.12	0.00	0.00	36,485.12	9,121.28
200	07.19 12:15:00	0:15:00	4,583.67	1,145.92	0.00	0.00	37,609.90	9,402.48
200	07.19 12:30:00	0:15:00	3,518.73	879.68	0.00	0.00	38,674.85	9,668.71
200	07.19 12:45:00	0:15:00	2,455.03	613.76	0.00	0.00	39,738.55	9,934.64
200	07.19 13:00:00	0:15:00	1,423.75	355.94	0.00	0.00	40,769.83	10,192.46
200	07.19 13:15:00	0:15:00	1,181.89	295.47	0.00	0.00	41,011.69	10,252.92
200	07.19 13:30:00	0:15:00	1,347.70	336.93	0.00	0.00	40,845.88	10,211.47
200	07.19 13:45:00	0:15:00	1,558.15	389.54	0.00	0.00	40,635.43	10,158.86
200	07.19 14:00:00	0:15:00	1,775.32	443.83	0.00	0.00	40,418.26	10,104.56
200	07.19 14:15:00	0:15:00	2,066.06	516.51	0.00	0.00	40,127.52	10,031.88
200	07.19 14:30:00	0:15:00	2,357.04	589.26	0.00	0.00	39,836.54	9,959.13
200	07.19 14:45:00	0:15:00	2,685.42	671.36	0.00	0.00	39,508.15	9,877.04
200	07.19 15:00:00	0:15:00	2,973.17	743.29	0.00	0.00	39,220.41	9,805.10
200	07.19 15:15:00	0:15:00	3,275.12	818.78	0.00	0.00	38,918.46	9,729.61
200	07.19 15:30:00	0:15:00	3,583.56	895.89	0.00	0.00	38,610.02	9,652.51
200	07.19 15:45:00	0:15:00	3,941.62	985.40	0.00	0.00	38,251.96	9,562.99
200	07.19 16:00:00	0:15:00	4,364.75	1,091.19	0.00	0.00	37,828.83	9,457.21
200	07.19 16:15:00	0:15:00	5,462.86	1,365.71	0.00	0.00	36,730.72	9,182.68
200	07.19 16:30:00	0:15:00	6,792.85	1,698.21	0.00	0.00	35,400.73	8,850.18
200	07.19 16:45:00	0:15:00	8,674.39	2,168.60	0.00	0.00	33,519.18	8,379.80
200	07.19 17:00:00	0:15:00	10,910.25	2,727.56	0.00	0.00	31,283.32	7,820.83
200	07.19 17:15:00	0:15:00	13,369.77	3,342.44	0.00	0.00	28,823.80	7,205.95
200	07.19 17:30:00	0:15:00	16,038.74	4,009.69	0.00	0.00	26,154.84	6,538.71
200	07.19 17:45:00	0:15:00	18,896.46	4,724.12	0.00	0.00	23,297.12	5,824.28
200	07.19 18:00:00	0:15:00	21,741.47	5,435.37	0.00	0.00	20,452.11	5,113.03
200	07.19 18:15:00	0:15:00	24,803.15	6,200.79	0.00	0.00	17,390.43	4,347.61
200	07.19 18:30:00	0:15:00	27,892.26	6,973.07	0.00	0.00	14,301.32	3,575.33
200	07.19 18:45:00	0:15:00	30,706.34	7,676.59	0.00	0.00	11,487.23	2,871.81
200	07.19 19:00:00	0:15:00	35,678.00	8,919.50	0.00	0.00	6,515.58	1,628.90
200	07.19 19:15:00	0:15:00	41,901.60	10,475.40	0.00	0.00	291.98	73.00
200	07.19 19:30:00	0:07:48	42,193.58	5,485.17	0.00	0.00	0.00	0.00
207	07.26 07:07:12	0:03:36	42,193.58	2,531.62	0.00	0.00	0.00	0.00
207	07.26 07:15:00	0:11:24	42,193.58	8,016.78	0.00	0.00	0.00	0.00
207	07.26 07:30:00	0:15:00	42,069.65	10,517.41	0.00	0.00	123.92	30.98
207	07.26 07:45:00	0:15:00	42,094.59	10,523.65	0.00	0.00	98.99	24.75
207	07.26 08:00:00	0:15:00	41,208.17	10,302.04	0.00	0.00	985.40	246.35
207	07.26 08:15:00	0:15:00	39,479.98	9,869.99	0.00	0.00	2,713.60	678.40
207	07.26 08:30:00	0:15:00	36,538.98	9,134.74	0.00	0.00	5,654.60	1,413.65
207	07.26 08:45:00	0:15:00	30,388.18	7,597.05	0.00	0.00	11,805.40	2,951.35
207	07.26 09:00:00	0:15:00	25,199.85	6,299.96	0.00	0.00	16,993.72	4,248.43
207	07.26 09:15:00	0:15:00	21,040.56	5,260.14	0.00	0.00	21,153.02	5,288.25
207	07.26 09:30:00	0:15:00	18,091.58	4,522.90	0.00	0.00	24,102.00	6,025.50
207	07.26 09:45:00	0:15:00	15,843.51	3,960.88	0.00	0.00	26,350.07	6,587.52
207	07.26 10:00:00	0:15:00	14,083.39	3,520.85	0.00	0.00	28,110.19	7,027.55
207	07.26 10:15:00	0:15:00	12,746.17	3,186.54	0.00	0.00	29,447.41	7,361.85

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
207	07.26 10:30:00	0:15:00	11,719.87	2,929.97	0.00	0.00	30,473.71	7,618.43
207	07.26 10:45:00	0:15:00	10,877.09	2,719.27	0.00	0.00	31,316.49	7,829.12
207	07.26 11:00:00	0:15:00	9,956.27	2,489.07	0.00	0.00	32,237.31	8,059.33
207	07.26 11:15:00	0:15:00	9,018.24	2,254.56	0.00	0.00	33,175.34	8,293.84
207	07.26 11:30:00	0:15:00	8,067.00	2,016.75	0.00	0.00	34,126.58	8,531.65
207	07.26 11:45:00	0:15:00	7,165.12	1,791.28	0.00	0.00	35,028.46	8,757.11
207	07.26 12:00:00	0:15:00	5,942.59	1,485.65	0.00	0.00	36,250.99	9,062.75
207	07.26 12:15:00	0:15:00	4,766.44	1,191.61	0.00	0.00	37,427.14	9,356.78
207	07.26 12:30:00	0:15:00	3,671.33	917.83	0.00	0.00	38,522.25	9,630.56
207	07.26 12:45:00	0:15:00	2,583.69	645.92	0.00	0.00	39,609.89	9,902.47
207	07.26 13:00:00	0:15:00	1,521.24	380.31	0.00	0.00	40,672.34	10,168.08
207	07.26 13:15:00	0:15:00	1,302.07	325.52	0.00	0.00	40,891.51	10,222.88
207	07.26 13:30:00	0:15:00	1,466.64	366.66	0.00	0.00	40,726.94	10,181.74
207	07.26 13:45:00	0:15:00	1,675.34	418.83	0.00	0.00	40,518.24	10,129.56
207	07.26 14:00:00	0:15:00	1,892.02	473.00	0.00	0.00	40,301.56	10,075.39
207	07.26 14:15:00	0:15:00	2,184.00	546.00	0.00	0.00	40,009.58	10,002.40
207	07.26 14:30:00	0:15:00	2,478.22	619.56	0.00	0.00	39,715.36	9,928.84
207	07.26 14:45:00	0:15:00	2,813.84	703.46	0.00	0.00	39,379.74	9,844.94
207	07.26 15:00:00	0:15:00	3,101.83	775.46	0.00	0.00	39,091.75	9,772.94
207	07.26 15:15:00	0:15:00	3,405.78	851.44	0.00	0.00	38,787.80	9,696.95
207	07.26 15:30:00	0:15:00	3,716.46	929.11	0.00	0.00	38,477.12	9,619.28
207	07.26 15:45:00	0:15:00	4,082.74	1,020.69	0.00	0.00	38,110.84	9,527.71
207	07.26 16:00:00	0:15:00	4,563.98	1,140.99	0.00	0.00	37,629.60	9,407.40
207	07.26 16:15:00	0:15:00	5,783.26	1,445.82	0.00	0.00	36,410.32	9,102.58
207	07.26 16:30:00	0:15:00	7,102.29	1,775.57	0.00	0.00	35,091.29	8,772.82
207	07.26 16:45:00	0:15:00	8,761.91	2,190.48	0.00	0.00	33,431.66	8,357.92
207	07.26 17:00:00	0:15:00	11,017.72	2,754.43	0.00	0.00	31,175.86	7,793.96
207	07.26 17:15:00	0:15:00	13,589.20	3,397.30	0.00	0.00	28,604.38	7,151.10
207	07.26 17:30:00	0:15:00	16,378.35	4,094.59	0.00	0.00	25,815.23	6,453.81
207	07.26 17:45:00	0:15:00	19,287.43	4,821.86	0.00	0.00	22,906.15	5,726.54
207	07.26 18:00:00	0:15:00	22,281.79	5,570.45	0.00	0.00	19,911.79	4,977.95
207	07.26 18:15:00	0:15:00	25,358.44	6,339.61	0.00	0.00	16,835.14	4,208.79
207	07.26 18:30:00	0:15:00	28,499.16	7,124.79	0.00	0.00	13,694.42	3,423.60
207	07.26 18:45:00	0:15:00	31,620.69	7,905.17	0.00	0.00	10,572.89	2,643.22
207	07.26 19:00:00	0:15:00	37,111.97	9,277.99	0.00	0.00	5,081.61	1,270.40
207	07.26 19:15:00	0:12:36	42,187.09	8,859.29	0.00	0.00	6.48	1.36
207	07.26 19:25:12	0:05:24	42,193.58	3,797.42	0.00	0.00	0.00	0.00
214	08.02 07:12:36	0:01:12	42,193.58	843.87	0.00	0.00	0.00	0.00
214	08.02 07:15:00	0:09:00	42,153.93	6,323.09	0.00	0.00	39.65	5.95
214	08.02 07:30:00	0:15:00	42,150.94	10,537.74	0.00	0.00	42.64	10.66
214	08.02 07:45:00	0:15:00	42,178.87	10,544.72	0.00	0.00	14.71	3.68
214	08.02 08:00:00	0:15:00	42,015.05	10,503.76	0.00	0.00	178.53	44.63
214	08.02 08:15:00	0:15:00	39,334.11	9,833.53	0.00	0.00	2,859.47	714.87
214	08.02 08:30:00	0:15:00	36,560.17	9,140.04	0.00	0.00	5,633.41	1,408.35
214	08.02 08:45:00	0:15:00	31,010.29	7,752.57	0.00	0.00	11,183.28	2,795.82
214	08.02 09:00:00	0:15:00	25,754.64	6,438.66	0.00	0.00	16,438.94	4,109.73
214	08.02 09:15:00	0:15:00	21,711.29	5,427.82	0.00	0.00	20,482.28	5,120.57
214	08.02 09:30:00	0:15:00	18,689.26	4,672.31	0.00	0.00	23,504.32	5,876.08
214	08.02 09:45:00	0:15:00	16,347.18	4,086.80	0.00	0.00	25,846.40	6,461.60
214	08.02 10:00:00	0:15:00	14,546.42	3,636.61	0.00	0.00	27,647.16	6,911.79
214	08.02 10:15:00	0:15:00	13,206.20	3,301.55	0.00	0.00	28,987.37	7,246.84
214	08.02 10:30:00	0:15:00	12,137.77	3,034.44	0.00	0.00	30,055.81	7,513.95
214	08.02 10:45:00	0:15:00	11,303.97	2,825.99	0.00	0.00	30,889.61	7,722.40
214	08.02 11:00:00	0:15:00	10,373.17	2,593.29	0.00	0.00	31,820.41	7,955.10
214	08.02 11:15:00	0:15:00	9,406.72	2,351.68	0.00	0.00	32,786.86	8,196.72
214	08.02 11:30:00	0:15:00	8,376.18	2,094.05	0.00	0.00	33,817.40	8,454.35
214	08.02 11:45:00	0:15:00	7,432.67	1,858.17	0.00	0.00	34,760.91	8,690.23
214	08.02 12:00:00	0:15:00	6,162.26	1,540.57	0.00	0.00	36,031.31	9,007.83
214	08.02 12:15:00	0:15:00	4,941.48	1,235.37	0.00	0.00	37,252.10	9,313.02
214	08.02 12:30:00	0:15:00	3,802.98	950.75	0.00	0.00	38,390.60	9,597.65
214	08.02 12:45:00	0:15:00	2,680.44	670.11	0.00	0.00	39,513.14	9,878.29
214	08.02 13:00:00	0:15:00	1,594.30	398.58	0.00	0.00	40,599.28	10,149.82
214	08.02 13:15:00	0:15:00	1,448.18	362.05	0.00	0.00	40,745.39	10,186.35
214	08.02 13:30:00	0:15:00	1,617.24	404.31	0.00	0.00	40,576.34	10,144.09
214	08.02 13:45:00	0:15:00	1,826.19	456.55	0.00	0.00	40,367.39	10,091.85
214	08.02 14:00:00	0:15:00	2,046.86	511.71	0.00	0.00	40,146.72	10,036.68
214	08.02 14:15:00	0:15:00	2,340.08	585.02	0.00	0.00	39,853.49	9,963.37
214	08.02 14:30:00	0:15:00	2,637.05	659.26	0.00	0.00	39,556.53	9,889.13
214	08.02 14:45:00	0:15:00	2,980.15	745.04	0.00	0.00	39,213.43	9,803.36
214	08.02 15:00:00	0:15:00	3,266.39	816.60	0.00	0.00	38,927.18	9,731.80
214	08.02 15:15:00	0:15:00	3,572.84	893.21	0.00	0.00	38,620.74	9,655.19
214	08.02 15:30:00	0:15:00	3,892.74	973.19	0.00	0.00	38,300.83	9,575.21
214	08.02 15:45:00	0:15:00	4,266.26	1,066.57	0.00	0.00	37,927.32	9,481.83
214	08.02 16:00:00	0:15:00	4,941.73	1,235.43	0.00	0.00	37,251.85	9,312.96
214	08.02 16:15:00	0:15:00	6,237.32	1,559.33	0.00	0.00	35,956.26	8,989.07
214	08.02 16:30:00	0:15:00	7,632.64	1,908.16	0.00	0.00	34,560.94	8,640.23
214	08.02 16:45:00	0:15:00	9,134.93	2,283.73	0.00	0.00	33,058.65	8,264.66

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
214	08.02 17:00:00	0:15:00	11,297.23	2,824.31	0.00	0.00	30,896.34	7,724.09
214	08.02 17:15:00	0:15:00	13,977.67	3,494.42	0.00	0.00	28,215.91	7,053.98
214	08.02 17:30:00	0:15:00	16,938.37	4,234.59	0.00	0.00	25,255.21	6,313.80
214	08.02 17:45:00	0:15:00	20,056.65	5,014.16	0.00	0.00	22,136.92	5,534.23
214	08.02 18:00:00	0:15:00	23,160.23	5,790.06	0.00	0.00	19,033.35	4,758.34
214	08.02 18:15:00	0:15:00	26,660.75	6,665.19	0.00	0.00	15,532.82	3,883.21
214	08.02 18:30:00	0:15:00	29,482.82	7,370.70	0.00	0.00	12,710.76	3,177.69
214	08.02 18:45:00	0:15:00	32,875.38	8,218.85	0.00	0.00	9,318.20	2,329.55
214	08.02 19:00:00	0:15:00	39,350.57	9,837.64	0.00	0.00	2,843.01	710.75
214	08.02 19:15:00	0:09:00	42,193.58	6,329.04	0.00	0.00	0.00	0.00
214	08.02 19:18:36	0:01:48	42,193.58	1,265.81	0.00	0.00	0.00	0.00
221	08.09 07:19:12	0:05:24	42,193.58	3,797.42	0.00	0.00	0.00	0.00
221	08.09 07:30:00	0:12:36	42,193.58	8,860.65	0.00	0.00	0.00	0.00
221	08.09 07:45:00	0:15:00	42,193.58	10,548.39	0.00	0.00	0.00	0.00
221	08.09 08:00:00	0:15:00	40,925.17	10,231.29	0.00	0.00	1,268.41	317.10
221	08.09 08:15:00	0:15:00	38,645.43	9,661.36	0.00	0.00	3,548.15	887.04
221	08.09 08:30:00	0:15:00	36,150.00	9,037.50	0.00	0.00	6,043.58	1,510.89
221	08.09 08:45:00	0:15:00	31,479.31	7,869.83	0.00	0.00	10,714.27	2,678.57
221	08.09 09:00:00	0:15:00	26,310.18	6,577.54	0.00	0.00	15,883.40	3,970.85
221	08.09 09:15:00	0:15:00	22,344.38	5,586.09	0.00	0.00	19,849.20	4,962.30
221	08.09 09:30:00	0:15:00	19,303.14	4,825.79	0.00	0.00	22,890.44	5,722.61
221	08.09 09:45:00	0:15:00	16,892.99	4,223.25	0.00	0.00	25,300.59	6,325.15
221	08.09 10:00:00	0:15:00	15,017.93	3,754.48	0.00	0.00	27,175.65	6,793.91
221	08.09 10:15:00	0:15:00	13,685.19	3,421.30	0.00	0.00	28,508.39	7,127.10
221	08.09 10:30:00	0:15:00	12,588.08	3,147.02	0.00	0.00	29,605.50	7,401.37
221	08.09 10:45:00	0:15:00	11,768.24	2,942.06	0.00	0.00	30,425.33	7,606.33
221	08.09 11:00:00	0:15:00	10,837.70	2,709.42	0.00	0.00	31,355.88	7,838.97
221	08.09 11:15:00	0:15:00	9,818.88	2,454.72	0.00	0.00	32,374.70	8,093.68
221	08.09 11:30:00	0:15:00	8,723.76	2,180.94	0.00	0.00	33,469.81	8,367.45
221	08.09 11:45:00	0:15:00	7,724.15	1,931.04	0.00	0.00	34,469.43	8,617.36
221	08.09 12:00:00	0:15:00	6,388.42	1,597.10	0.00	0.00	35,805.16	8,951.29
221	08.09 12:15:00	0:15:00	5,116.52	1,279.13	0.00	0.00	37,077.06	9,269.27
221	08.09 12:30:00	0:15:00	3,923.66	980.92	0.00	0.00	38,269.92	9,567.48
221	08.09 12:45:00	0:15:00	2,762.47	690.62	0.00	0.00	39,431.11	9,857.78
221	08.09 13:00:00	0:15:00	1,642.42	410.61	0.00	0.00	40,551.16	10,137.79
221	08.09 13:15:00	0:15:00	1,638.68	409.67	0.00	0.00	40,554.90	10,138.72
221	08.09 13:30:00	0:15:00	1,794.52	448.63	0.00	0.00	40,399.06	10,099.76
221	08.09 13:45:00	0:15:00	2,009.71	502.43	0.00	0.00	40,183.87	10,045.97
221	08.09 14:00:00	0:15:00	2,232.37	558.09	0.00	0.00	39,961.21	9,990.30
221	08.09 14:15:00	0:15:00	2,535.07	633.77	0.00	0.00	39,658.51	9,914.63
221	08.09 14:30:00	0:15:00	2,841.01	710.25	0.00	0.00	39,352.56	9,838.14
221	08.09 14:45:00	0:15:00	3,187.60	796.90	0.00	0.00	39,005.98	9,751.49
221	08.09 15:00:00	0:15:00	3,462.88	865.72	0.00	0.00	38,730.70	9,682.68
221	08.09 15:15:00	0:15:00	3,776.05	944.01	0.00	0.00	38,417.53	9,604.38
221	08.09 15:30:00	0:15:00	4,102.44	1,025.61	0.00	0.00	38,091.14	9,522.78
221	08.09 15:45:00	0:15:00	4,492.16	1,123.04	0.00	0.00	37,701.41	9,425.35
221	08.09 16:00:00	0:15:00	5,461.36	1,365.34	0.00	0.00	36,732.22	9,183.05
221	08.09 16:15:00	0:15:00	6,808.56	1,702.14	0.00	0.00	35,385.02	8,846.25
221	08.09 16:30:00	0:15:00	8,261.48	2,065.37	0.00	0.00	33,932.10	8,483.02
221	08.09 16:45:00	0:15:00	9,938.81	2,484.70	0.00	0.00	32,254.76	8,063.69
221	08.09 17:00:00	0:15:00	11,713.64	2,928.41	0.00	0.00	30,479.94	7,619.99
221	08.09 17:15:00	0:15:00	14,521.74	3,630.43	0.00	0.00	27,671.84	6,917.96
221	08.09 17:30:00	0:15:00	17,746.74	4,436.69	0.00	0.00	24,446.84	6,111.71
221	08.09 17:45:00	0:15:00	20,988.20	5,247.05	0.00	0.00	21,205.38	5,301.34
221	08.09 18:00:00	0:15:00	24,451.33	6,112.83	0.00	0.00	17,742.25	4,435.56
221	08.09 18:15:00	0:15:00	28,000.22	7,000.06	0.00	0.00	14,193.35	3,548.34
221	08.09 18:30:00	0:15:00	30,675.92	7,668.98	0.00	0.00	11,517.65	2,879.41
221	08.09 18:45:00	0:20:24	34,565.18	11,752.16	0.00	0.00	7,628.40	2,593.66
221	08.09 19:10:48	0:12:36	42,193.58	8,860.65	0.00	0.00	0.00	0.00
228	08.16 07:25:12	0:02:24	42,193.33	1,687.73	0.00	0.00	0.25	0.01
228	08.16 07:30:00	0:10:12	42,193.58	7,172.91	0.00	0.00	0.00	0.00
228	08.16 07:45:00	0:15:00	41,702.62	10,425.66	0.00	0.00	490.96	122.74
228	08.16 08:00:00	0:15:00	39,774.95	9,943.74	0.00	0.00	2,418.63	604.66
228	08.16 08:15:00	0:15:00	37,960.98	9,490.25	0.00	0.00	4,232.60	1,058.15
228	08.16 08:30:00	0:15:00	35,414.69	8,853.67	0.00	0.00	6,778.89	1,694.72
228	08.16 08:45:00	0:15:00	31,910.67	7,977.67	0.00	0.00	10,282.91	2,570.73
228	08.16 09:00:00	0:15:00	26,819.09	6,704.77	0.00	0.00	15,374.49	3,843.62
228	08.16 09:15:00	0:15:00	22,809.90	5,702.48	0.00	0.00	19,383.68	4,845.92
228	08.16 09:30:00	0:15:00	19,751.71	4,937.93	0.00	0.00	22,441.87	5,610.47
228	08.16 09:45:00	0:15:00	17,354.52	4,338.63	0.00	0.00	24,839.05	6,209.76
228	08.16 10:00:00	0:15:00	15,509.88	3,877.47	0.00	0.00	26,683.69	6,670.92
228	08.16 10:15:00	0:15:00	14,188.37	3,547.09	0.00	0.00	28,005.21	7,001.30
228	08.16 10:30:00	0:15:00	13,077.54	3,269.39	0.00	0.00	29,116.03	7,279.01
228	08.16 10:45:00	0:15:00	12,272.41	3,068.10	0.00	0.00	29,921.16	7,480.29
228	08.16 11:00:00	0:15:00	11,343.11	2,835.78	0.00	0.00	30,850.46	7,712.62
228	08.16 11:15:00	0:15:00	10,275.43	2,568.86	0.00	0.00	31,918.15	7,979.54
228	08.16 11:30:00	0:15:00	9,120.72	2,280.18	0.00	0.00	33,072.86	8,268.22

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
228	08.16 11:45:00	0:15:00	8,046.05	2,011.51	0.00	0.00	34,147.53	8,536.88
228	08.16 12:00:00	0:15:00	6,644.74	1,661.19	0.00	0.00	35,548.84	8,887.21
228	08.16 12:15:00	0:15:00	5,306.52	1,326.63	0.00	0.00	36,887.06	9,221.77
228	08.16 12:30:00	0:15:00	4,047.34	1,011.83	0.00	0.00	38,146.24	9,536.56
228	08.16 12:45:00	0:15:00	2,830.29	707.57	0.00	0.00	39,363.29	9,840.82
228	08.16 13:00:00	0:15:00	1,691.29	422.82	0.00	0.00	40,502.28	10,125.57
228	08.16 13:15:00	0:15:00	1,840.40	460.10	0.00	0.00	40,353.18	10,088.29
228	08.16 13:30:00	0:15:00	2,000.98	500.24	0.00	0.00	40,192.60	10,048.15
228	08.16 13:45:00	0:15:00	2,215.41	553.85	0.00	0.00	39,978.16	9,994.54
228	08.16 14:00:00	0:15:00	2,452.04	613.01	0.00	0.00	39,741.54	9,935.38
228	08.16 14:15:00	0:15:00	2,760.98	690.24	0.00	0.00	39,432.60	9,858.15
228	08.16 14:30:00	0:15:00	3,079.14	769.78	0.00	0.00	39,114.44	9,778.61
228	08.16 14:45:00	0:15:00	3,411.26	852.82	0.00	0.00	38,782.32	9,695.58
228	08.16 15:00:00	0:15:00	3,691.03	922.76	0.00	0.00	38,502.55	9,625.64
228	08.16 15:15:00	0:15:00	4,007.94	1,001.99	0.00	0.00	38,185.64	9,546.41
228	08.16 15:30:00	0:15:00	4,347.05	1,086.76	0.00	0.00	37,846.53	9,461.63
228	08.16 15:45:00	0:15:00	4,830.52	1,207.63	0.00	0.00	37,363.06	9,340.76
228	08.16 16:00:00	0:15:00	6,092.20	1,523.05	0.00	0.00	36,101.38	9,025.35
228	08.16 16:15:00	0:15:00	7,499.99	1,875.00	0.00	0.00	34,693.59	8,673.40
228	08.16 16:30:00	0:15:00	9,051.90	2,262.98	0.00	0.00	33,141.68	8,285.42
228	08.16 16:45:00	0:15:00	10,812.26	2,703.07	0.00	0.00	31,381.32	7,845.33
228	08.16 17:00:00	0:15:00	12,793.29	3,198.32	0.00	0.00	29,400.29	7,350.07
228	08.16 17:15:00	0:15:00	15,279.99	3,820.00	0.00	0.00	26,913.59	6,728.40
228	08.16 17:30:00	0:15:00	18,970.02	4,742.50	0.00	0.00	23,223.56	5,805.89
228	08.16 17:45:00	0:15:00	22,367.07	5,591.77	0.00	0.00	19,826.51	4,956.63
228	08.16 18:00:00	0:15:00	26,379.50	6,594.87	0.00	0.00	15,814.08	3,953.52
228	08.16 18:15:00	0:15:00	29,658.36	7,414.59	0.00	0.00	12,535.22	3,133.81
228	08.16 18:30:00	0:15:00	32,216.62	8,054.15	0.00	0.00	9,976.96	2,494.24
228	08.16 18:45:00	0:16:12	37,329.39	10,078.94	0.00	0.00	4,864.18	1,313.33
228	08.16 19:02:23	0:08:24	42,193.58	5,907.10	0.00	0.00	0.00	0.00
235	08.23 07:31:48	0:06:36	41,601.14	4,576.13	0.00	0.00	592.44	65.17
235	08.23 07:45:00	0:13:48	40,621.22	9,342.88	0.00	0.00	1,572.36	361.64
235	08.23 08:00:00	0:15:00	38,864.85	9,716.21	0.00	0.00	3,328.73	832.18
235	08.23 08:15:00	0:15:00	37,201.98	9,300.50	0.00	0.00	4,991.60	1,247.90
235	08.23 08:30:00	0:15:00	34,667.66	8,666.91	0.00	0.00	7,525.92	1,881.48
235	08.23 08:45:00	0:15:00	31,744.61	7,936.15	0.00	0.00	10,448.97	2,612.24
235	08.23 09:00:00	0:15:00	27,000.36	6,750.09	0.00	0.00	15,193.22	3,798.31
235	08.23 09:15:00	0:15:00	23,050.02	5,762.50	0.00	0.00	19,143.56	4,785.89
235	08.23 09:30:00	0:15:00	20,042.44	5,010.61	0.00	0.00	22,151.14	5,537.78
235	08.23 09:45:00	0:15:00	17,782.65	4,445.66	0.00	0.00	24,410.93	6,102.73
235	08.23 10:00:00	0:15:00	16,041.98	4,010.50	0.00	0.00	26,151.60	6,537.90
235	08.23 10:15:00	0:15:00	14,740.41	3,685.10	0.00	0.00	27,453.17	6,863.29
235	08.23 10:30:00	0:15:00	13,622.61	3,405.65	0.00	0.00	28,570.97	7,142.74
235	08.23 10:45:00	0:15:00	12,814.24	3,203.56	0.00	0.00	29,379.34	7,344.84
235	08.23 11:00:00	0:15:00	11,856.01	2,964.00	0.00	0.00	30,337.57	7,584.39
235	08.23 11:15:00	0:15:00	10,749.93	2,687.48	0.00	0.00	31,443.65	7,860.91
235	08.23 11:30:00	0:15:00	9,514.68	2,378.67	0.00	0.00	32,678.90	8,169.72
235	08.23 11:45:00	0:15:00	8,345.26	2,086.32	0.00	0.00	33,848.32	8,462.08
235	08.23 12:00:00	0:15:00	6,870.65	1,717.66	0.00	0.00	35,322.93	8,830.73
235	08.23 12:15:00	0:15:00	5,472.58	1,368.15	0.00	0.00	36,721.00	9,180.25
235	08.23 12:30:00	0:15:00	4,144.08	1,036.02	0.00	0.00	38,049.50	9,512.37
235	08.23 12:45:00	0:15:00	2,865.70	716.43	0.00	0.00	39,327.88	9,831.97
235	08.23 13:00:00	0:15:00	1,909.72	477.43	0.00	0.00	40,283.86	10,070.97
235	08.23 13:15:00	0:15:00	2,072.79	518.20	0.00	0.00	40,120.79	10,030.20
235	08.23 13:30:00	0:15:00	2,236.61	559.15	0.00	0.00	39,956.97	9,989.24
235	08.23 13:45:00	0:15:00	2,454.53	613.63	0.00	0.00	39,739.04	9,934.76
235	08.23 14:00:00	0:15:00	2,708.12	677.03	0.00	0.00	39,485.46	9,871.37
235	08.23 14:15:00	0:15:00	3,036.00	759.00	0.00	0.00	39,157.58	9,789.39
235	08.23 14:30:00	0:15:00	3,357.90	839.48	0.00	0.00	38,835.68	9,708.92
235	08.23 14:45:00	0:15:00	3,665.59	916.40	0.00	0.00	38,527.99	9,632.00
235	08.23 15:00:00	0:15:00	3,949.10	987.27	0.00	0.00	38,244.48	9,561.12
235	08.23 15:15:00	0:15:00	4,273.24	1,068.31	0.00	0.00	37,920.34	9,480.08
235	08.23 15:30:00	0:15:00	4,631.05	1,157.76	0.00	0.00	37,562.53	9,390.63
235	08.23 15:45:00	0:15:00	5,488.79	1,372.20	0.00	0.00	36,704.79	9,176.20
235	08.23 16:00:00	0:15:00	6,855.94	1,713.98	0.00	0.00	35,337.64	8,834.41
235	08.23 16:15:00	0:15:00	8,370.45	2,092.61	0.00	0.00	33,823.13	8,455.78
235	08.23 16:30:00	0:15:00	10,058.00	2,514.50	0.00	0.00	32,135.58	8,033.90
235	08.23 16:45:00	0:15:00	11,945.78	2,986.44	0.00	0.00	30,247.80	7,561.95
235	08.23 17:00:00	0:15:00	14,068.93	3,517.23	0.00	0.00	28,124.65	7,031.16
235	08.23 17:15:00	0:15:00	16,811.70	4,202.93	0.00	0.00	25,381.87	6,345.47
235	08.23 17:30:00	0:15:00	20,229.70	5,057.43	0.00	0.00	21,963.88	5,490.97
235	08.23 17:45:00	0:15:00	24,956.00	6,239.00	0.00	0.00	17,237.58	4,309.40
235	08.23 18:00:00	0:15:00	28,392.69	7,098.17	0.00	0.00	13,800.89	3,450.22
235	08.23 18:15:00	0:15:00	31,295.79	7,823.95	0.00	0.00	10,897.79	2,724.45
235	08.23 18:30:00	0:15:00	34,081.70	8,520.43	0.00	0.00	8,111.88	2,027.97
235	08.23 18:45:00	0:11:24	40,359.91	7,668.38	0.00	0.00	1,833.67	348.40
235	08.23 18:52:48	0:03:36	41,952.71	2,517.16	0.00	0.00	240.87	14.45

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
242	08.30 07:37:48	0:03:36	40,266.90	2,416.01	0.00	0.00	1,926.67	115.60
242	08.30 07:45:00	0:11:24	39,825.07	7,566.76	0.00	0.00	2,368.51	450.02
242	08.30 08:00:00	0:15:00	38,096.12	9,524.03	0.00	0.00	4,097.45	1,024.36
242	08.30 08:15:00	0:15:00	36,380.15	9,095.04	0.00	0.00	5,813.43	1,453.36
242	08.30 08:30:00	0:15:00	33,973.49	8,493.37	0.00	0.00	8,220.09	2,055.02
242	08.30 08:45:00	0:15:00	31,227.97	7,806.99	0.00	0.00	10,965.61	2,741.40
242	08.30 09:00:00	0:15:00	27,183.38	6,795.84	0.00	0.00	15,010.20	3,752.55
242	08.30 09:15:00	0:15:00	23,385.63	5,846.41	0.00	0.00	18,807.94	4,701.99
242	08.30 09:30:00	0:15:00	20,442.89	5,110.72	0.00	0.00	21,750.69	5,437.67
242	08.30 09:45:00	0:15:00	18,269.86	4,567.47	0.00	0.00	23,923.72	5,980.93
242	08.30 10:00:00	0:15:00	16,621.21	4,155.30	0.00	0.00	25,572.37	6,393.09
242	08.30 10:15:00	0:15:00	15,343.32	3,835.83	0.00	0.00	26,850.25	6,712.56
242	08.30 10:30:00	0:15:00	14,219.53	3,554.88	0.00	0.00	27,974.04	6,993.51
242	08.30 10:45:00	0:15:00	13,386.73	3,346.68	0.00	0.00	28,806.85	7,201.71
242	08.30 11:00:00	0:15:00	12,425.01	3,106.25	0.00	0.00	29,768.57	7,442.14
242	08.30 11:15:00	0:15:00	11,261.33	2,815.33	0.00	0.00	30,932.25	7,733.06
242	08.30 11:30:00	0:15:00	9,931.08	2,482.77	0.00	0.00	32,262.49	8,065.62
242	08.30 11:45:00	0:15:00	8,642.48	2,160.62	0.00	0.00	33,551.10	8,387.78
242	08.30 12:00:00	0:15:00	7,092.06	1,773.02	0.00	0.00	35,101.51	8,775.38
242	08.30 12:15:00	0:15:00	5,630.42	1,407.60	0.00	0.00	36,563.16	9,140.79
242	08.30 12:30:00	0:15:00	4,226.61	1,056.65	0.00	0.00	37,966.96	9,491.74
242	08.30 12:45:00	0:15:00	2,881.66	720.41	0.00	0.00	39,311.92	9,827.98
242	08.30 13:00:00	0:15:00	2,168.04	542.01	0.00	0.00	40,025.54	10,006.39
242	08.30 13:15:00	0:15:00	2,341.83	585.46	0.00	0.00	39,851.75	9,962.94
242	08.30 13:30:00	0:15:00	2,503.65	625.91	0.00	0.00	39,689.92	9,922.48
242	08.30 13:45:00	0:15:00	2,731.05	682.76	0.00	0.00	39,462.52	9,865.63
242	08.30 14:00:00	0:15:00	2,996.60	749.15	0.00	0.00	39,196.97	9,799.24
242	08.30 14:15:00	0:15:00	3,329.98	832.49	0.00	0.00	38,863.60	9,715.90
242	08.30 14:30:00	0:15:00	3,658.61	914.65	0.00	0.00	38,534.97	9,633.74
242	08.30 14:45:00	0:15:00	3,943.11	985.78	0.00	0.00	38,250.47	9,562.62
242	08.30 15:00:00	0:15:00	4,228.11	1,057.03	0.00	0.00	37,965.47	9,491.37
242	08.30 15:15:00	0:15:00	4,566.72	1,141.68	0.00	0.00	37,626.86	9,406.72
242	08.30 15:30:00	0:15:00	4,988.36	1,247.09	0.00	0.00	37,205.22	9,301.31
242	08.30 15:45:00	0:15:00	6,284.94	1,571.24	0.00	0.00	35,908.64	8,977.16
242	08.30 16:00:00	0:15:00	7,740.11	1,935.03	0.00	0.00	34,453.47	8,613.37
242	08.30 16:15:00	0:15:00	9,402.98	2,350.74	0.00	0.00	32,790.60	8,197.65
242	08.30 16:30:00	0:15:00	11,234.65	2,808.66	0.00	0.00	30,958.93	7,739.73
242	08.30 16:45:00	0:15:00	13,269.54	3,317.38	0.00	0.00	28,924.04	7,231.01
242	08.30 17:00:00	0:15:00	15,630.32	3,907.58	0.00	0.00	26,563.26	6,640.82
242	08.30 17:15:00	0:15:00	18,799.47	4,699.87	0.00	0.00	23,394.11	5,848.53
242	08.30 17:30:00	0:15:00	22,490.74	5,622.69	0.00	0.00	19,702.84	4,925.71
242	08.30 17:45:00	0:15:00	26,977.17	6,744.29	0.00	0.00	15,216.41	3,804.10
242	08.30 18:00:00	0:15:00	30,445.78	7,611.45	0.00	0.00	11,747.80	2,936.95
242	08.30 18:15:00	0:15:00	33,039.95	8,259.99	0.00	0.00	9,153.63	2,288.41
242	08.30 18:30:00	0:13:48	36,661.15	8,432.07	0.00	0.00	5,532.42	1,272.46
242	08.30 18:42:36	0:06:36	40,896.00	4,498.56	0.00	0.00	1,297.58	142.73
249	09.06 07:44:24	0:07:48	39,096.99	5,082.61	0.00	0.00	3,096.59	402.56
249	09.06 08:00:00	0:15:00	37,485.48	9,371.37	0.00	0.00	4,708.10	1,177.02
249	09.06 08:15:00	0:15:00	35,620.40	8,905.10	0.00	0.00	6,573.18	1,643.30
249	09.06 08:30:00	0:15:00	33,268.84	8,317.21	0.00	0.00	8,924.74	2,231.18
249	09.06 08:45:00	0:15:00	30,471.96	7,617.99	0.00	0.00	11,721.62	2,930.40
249	09.06 09:00:00	0:15:00	27,141.49	6,785.37	0.00	0.00	15,052.09	3,763.02
249	09.06 09:15:00	0:15:00	23,535.24	5,883.81	0.00	0.00	18,658.34	4,664.59
249	09.06 09:30:00	0:15:00	20,766.78	5,191.70	0.00	0.00	21,426.79	5,356.70
249	09.06 09:45:00	0:15:00	18,683.77	4,670.94	0.00	0.00	23,509.81	5,877.45
249	09.06 10:00:00	0:15:00	17,183.97	4,295.99	0.00	0.00	25,009.60	6,252.40
249	09.06 10:15:00	0:15:00	15,977.40	3,994.35	0.00	0.00	26,216.18	6,554.04
249	09.06 10:30:00	0:15:00	14,840.40	3,710.10	0.00	0.00	27,353.18	6,838.30
249	09.06 10:45:00	0:15:00	13,999.86	3,499.97	0.00	0.00	28,193.71	7,048.43
249	09.06 11:00:00	0:15:00	13,007.73	3,251.93	0.00	0.00	29,185.85	7,296.46
249	09.06 11:15:00	0:15:00	11,779.46	2,944.87	0.00	0.00	30,414.11	7,603.53
249	09.06 11:30:00	0:15:00	10,346.24	2,586.56	0.00	0.00	31,847.34	7,961.83
249	09.06 11:45:00	0:15:00	8,936.95	2,234.24	0.00	0.00	33,256.63	8,314.16
249	09.06 12:00:00	0:15:00	7,314.23	1,828.56	0.00	0.00	34,879.35	8,719.84
249	09.06 12:15:00	0:15:00	5,774.04	1,443.51	0.00	0.00	36,419.54	9,104.89
249	09.06 12:30:00	0:15:00	4,289.45	1,072.36	0.00	0.00	37,904.13	9,476.03
249	09.06 12:45:00	0:15:00	2,882.66	720.66	0.00	0.00	39,310.92	9,827.73
249	09.06 13:00:00	0:15:00	2,453.79	613.45	0.00	0.00	39,739.79	9,934.95
249	09.06 13:15:00	0:15:00	2,631.82	657.95	0.00	0.00	39,561.76	9,890.44
249	09.06 13:30:00	0:15:00	2,796.38	699.10	0.00	0.00	39,397.20	9,849.30
249	09.06 13:45:00	0:15:00	3,039.49	759.87	0.00	0.00	39,154.09	9,788.52
249	09.06 14:00:00	0:15:00	3,315.02	828.75	0.00	0.00	38,878.56	9,719.64
249	09.06 14:15:00	0:15:00	3,647.64	911.91	0.00	0.00	38,545.94	9,636.49
249	09.06 14:30:00	0:15:00	3,941.37	985.34	0.00	0.00	38,252.21	9,563.05
249	09.06 14:45:00	0:15:00	4,234.84	1,058.71	0.00	0.00	37,958.74	9,489.68
249	09.06 15:00:00	0:15:00	4,530.31	1,132.58	0.00	0.00	37,663.26	9,415.82
249	09.06 15:15:00	0:15:00	4,889.12	1,222.28	0.00	0.00	37,304.46	9,326.12

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
249	09.06 15:30:00	0:15:00	5,740.38	1,435.09	0.00	0.00	36,453.20	9,113.30
249	09.06 15:45:00	0:15:00	7,193.80	1,798.45	0.00	0.00	34,999.78	8,749.95
249	09.06 16:00:00	0:15:00	8,782.61	2,195.65	0.00	0.00	33,410.97	8,352.74
249	09.06 16:15:00	0:15:00	10,594.34	2,648.58	0.00	0.00	31,599.24	7,899.81
249	09.06 16:30:00	0:15:00	12,583.10	3,145.77	0.00	0.00	29,610.48	7,402.62
249	09.06 16:45:00	0:15:00	14,872.07	3,718.02	0.00	0.00	27,321.51	6,830.38
249	09.06 17:00:00	0:15:00	17,665.21	4,416.30	0.00	0.00	24,528.37	6,132.09
249	09.06 17:15:00	0:15:00	21,028.59	5,257.15	0.00	0.00	21,164.98	5,291.25
249	09.06 17:30:00	0:15:00	25,680.84	6,420.21	0.00	0.00	16,512.74	4,128.19
249	09.06 17:45:00	0:15:00	29,762.33	7,440.58	0.00	0.00	12,431.25	3,107.81
249	09.06 18:00:00	0:15:00	32,970.13	8,242.53	0.00	0.00	9,223.45	2,305.86
249	09.06 18:15:00	0:16:12	34,543.73	9,326.81	0.00	0.00	7,649.84	2,065.46
249	09.06 18:31:48	0:08:24	39,998.86	5,599.84	0.00	0.00	2,194.72	307.26
256	09.13 07:50:24	0:04:48	39,043.13	3,123.45	0.00	0.00	3,150.45	252.04
256	09.13 08:00:00	0:12:36	38,219.05	8,026.00	0.00	0.00	3,974.53	834.65
256	09.13 08:15:00	0:15:00	35,859.77	8,964.94	0.00	0.00	6,333.81	1,583.45
256	09.13 08:30:00	0:15:00	33,244.66	8,311.16	0.00	0.00	8,948.92	2,237.23
256	09.13 08:45:00	0:15:00	29,875.78	7,468.95	0.00	0.00	12,317.80	3,079.45
256	09.13 09:00:00	0:15:00	26,501.42	6,625.36	0.00	0.00	15,692.15	3,923.04
256	09.13 09:15:00	0:15:00	23,235.53	5,808.88	0.00	0.00	18,958.05	4,739.51
256	09.13 09:30:00	0:15:00	20,791.72	5,197.93	0.00	0.00	21,401.86	5,350.47
256	09.13 09:45:00	0:15:00	19,020.39	4,755.10	0.00	0.00	23,173.19	5,793.30
256	09.13 10:00:00	0:15:00	17,708.84	4,427.21	0.00	0.00	24,484.74	6,121.18
256	09.13 10:15:00	0:15:00	16,631.68	4,157.92	0.00	0.00	25,561.90	6,390.48
256	09.13 10:30:00	0:15:00	15,502.15	3,875.54	0.00	0.00	26,691.42	6,672.86
256	09.13 10:45:00	0:15:00	14,661.87	3,665.47	0.00	0.00	27,531.71	6,882.93
256	09.13 11:00:00	0:15:00	13,647.79	3,411.95	0.00	0.00	28,545.79	7,136.45
256	09.13 11:15:00	0:15:00	12,290.37	3,072.59	0.00	0.00	29,903.21	7,475.80
256	09.13 11:30:00	0:15:00	10,764.14	2,691.04	0.00	0.00	31,429.44	7,857.36
256	09.13 11:45:00	0:15:00	9,233.92	2,308.48	0.00	0.00	32,959.66	8,239.91
256	09.13 12:00:00	0:15:00	7,523.93	1,880.98	0.00	0.00	34,669.65	8,667.41
256	09.13 12:15:00	0:15:00	5,906.44	1,476.61	0.00	0.00	36,287.14	9,071.79
256	09.13 12:30:00	0:15:00	4,329.34	1,082.34	0.00	0.00	37,864.23	9,466.06
256	09.13 12:45:00	0:15:00	2,850.24	712.56	0.00	0.00	39,343.34	9,835.83
256	09.13 13:00:00	0:15:00	2,764.72	691.18	0.00	0.00	39,428.86	9,857.22
256	09.13 13:15:00	0:15:00	2,948.23	737.06	0.00	0.00	39,245.35	9,811.34
256	09.13 13:30:00	0:15:00	3,116.04	779.01	0.00	0.00	39,077.54	9,769.38
256	09.13 13:45:00	0:15:00	3,374.36	843.59	0.00	0.00	38,819.22	9,704.81
256	09.13 14:00:00	0:15:00	3,644.65	911.16	0.00	0.00	38,548.93	9,637.23
256	09.13 14:15:00	0:15:00	3,966.05	991.51	0.00	0.00	38,227.53	9,556.88
256	09.13 14:30:00	0:15:00	4,240.33	1,060.08	0.00	0.00	37,953.25	9,488.31
256	09.13 14:45:00	0:15:00	4,543.53	1,135.88	0.00	0.00	37,650.05	9,412.51
256	09.13 15:00:00	0:15:00	4,847.98	1,211.99	0.00	0.00	37,345.60	9,336.40
256	09.13 15:15:00	0:15:00	5,311.51	1,327.88	0.00	0.00	36,882.07	9,220.52
256	09.13 15:30:00	0:15:00	6,658.71	1,664.68	0.00	0.00	35,534.87	8,883.72
256	09.13 15:45:00	0:15:00	8,226.57	2,056.64	0.00	0.00	33,967.00	8,491.75
256	09.13 16:00:00	0:15:00	9,970.98	2,492.75	0.00	0.00	32,222.60	8,055.65
256	09.13 16:15:00	0:15:00	11,973.70	2,993.43	0.00	0.00	30,219.88	7,554.97
256	09.13 16:30:00	0:15:00	14,184.38	3,546.09	0.00	0.00	28,009.20	7,002.30
256	09.13 16:45:00	0:15:00	16,861.32	4,215.33	0.00	0.00	25,332.25	6,333.06
256	09.13 17:00:00	0:15:00	20,228.70	5,057.18	0.00	0.00	21,964.88	5,491.22
256	09.13 17:15:00	0:15:00	24,537.10	6,134.28	0.00	0.00	17,656.48	4,414.12
256	09.13 17:30:00	0:15:00	28,443.56	7,110.89	0.00	0.00	13,750.02	3,437.51
256	09.13 17:45:00	0:15:00	32,847.70	8,211.93	0.00	0.00	9,345.88	2,336.47
256	09.13 18:00:00	0:15:00	34,417.57	8,604.39	0.00	0.00	7,776.01	1,944.00
256	09.13 18:15:00	0:10:48	36,563.16	6,581.37	0.00	0.00	5,630.42	1,013.48
256	09.13 18:21:00	0:03:00	39,091.25	1,954.56	0.00	0.00	3,102.33	155.12
263	09.20 07:57:00	0:01:12	40,821.69	816.43	0.00	0.00	1,371.89	27.44
263	09.20 08:00:00	0:09:00	40,537.94	6,080.69	0.00	0.00	1,655.64	248.35
263	09.20 08:15:00	0:15:00	37,788.19	9,447.05	0.00	0.00	4,405.39	1,101.35
263	09.20 08:30:00	0:15:00	34,448.48	8,612.12	0.00	0.00	7,745.09	1,936.27
263	09.20 08:45:00	0:15:00	30,850.71	7,712.68	0.00	0.00	11,342.86	2,835.72
263	09.20 09:00:00	0:15:00	26,918.33	6,729.58	0.00	0.00	15,275.25	3,818.81
263	09.20 09:15:00	0:15:00	23,540.23	5,885.06	0.00	0.00	18,653.35	4,663.34
263	09.20 09:30:00	0:15:00	21,210.36	5,302.59	0.00	0.00	20,983.21	5,245.80
263	09.20 09:45:00	0:15:00	19,539.77	4,884.94	0.00	0.00	22,653.81	5,663.45
263	09.20 10:00:00	0:15:00	18,294.55	4,573.64	0.00	0.00	23,899.03	5,974.76
263	09.20 10:15:00	0:15:00	17,365.74	4,341.44	0.00	0.00	24,827.83	6,206.96
263	09.20 10:30:00	0:15:00	16,348.18	4,087.04	0.00	0.00	25,845.40	6,461.35
263	09.20 10:45:00	0:15:00	15,511.13	3,877.78	0.00	0.00	26,682.45	6,670.61
263	09.20 11:00:00	0:15:00	14,391.33	3,597.83	0.00	0.00	27,802.25	6,950.56
263	09.20 11:15:00	0:15:00	12,839.17	3,209.79	0.00	0.00	29,354.41	7,338.60
263	09.20 11:30:00	0:15:00	11,182.54	2,795.63	0.00	0.00	31,011.04	7,752.76
263	09.20 11:45:00	0:15:00	9,521.41	2,380.35	0.00	0.00	32,672.16	8,168.04
263	09.20 12:00:00	0:15:00	7,746.09	1,936.52	0.00	0.00	34,447.49	8,611.87
263	09.20 12:15:00	0:15:00	6,033.35	1,508.34	0.00	0.00	36,160.22	9,040.06
263	09.20 12:30:00	0:15:00	4,356.77	1,089.19	0.00	0.00	37,836.81	9,459.20

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
263	09.20 12:45:00	0:15:00	2,994.36	748.59	0.00	0.00	39,199.22	9,799.80
263	09.20 13:00:00	0:15:00	3,094.60	773.65	0.00	0.00	39,098.98	9,774.75
263	09.20 13:15:00	0:15:00	3,276.87	819.22	0.00	0.00	38,916.71	9,729.18
263	09.20 13:30:00	0:15:00	3,445.42	861.36	0.00	0.00	38,748.16	9,687.04
263	09.20 13:45:00	0:15:00	3,711.72	927.93	0.00	0.00	38,481.86	9,620.46
263	09.20 14:00:00	0:15:00	3,980.76	995.19	0.00	0.00	38,212.82	9,553.20
263	09.20 14:15:00	0:15:00	4,293.94	1,073.48	0.00	0.00	37,899.64	9,474.91
263	09.20 14:30:00	0:15:00	4,554.75	1,138.69	0.00	0.00	37,638.83	9,409.71
263	09.20 14:45:00	0:15:00	4,863.69	1,215.92	0.00	0.00	37,329.89	9,332.47
263	09.20 15:00:00	0:15:00	5,190.57	1,297.64	0.00	0.00	37,003.00	9,250.75
263	09.20 15:15:00	0:15:00	6,161.52	1,540.38	0.00	0.00	36,032.06	9,008.02
263	09.20 15:30:00	0:15:00	7,678.77	1,919.69	0.00	0.00	34,514.81	8,628.70
263	09.20 15:45:00	0:15:00	9,418.19	2,354.55	0.00	0.00	32,775.39	8,193.85
263	09.20 16:00:00	0:15:00	11,321.67	2,830.42	0.00	0.00	30,871.91	7,717.98
263	09.20 16:15:00	0:15:00	13,547.56	3,386.89	0.00	0.00	28,646.02	7,161.51
263	09.20 16:30:00	0:15:00	16,072.15	4,018.04	0.00	0.00	26,121.43	6,530.36
263	09.20 16:45:00	0:15:00	19,416.59	4,854.15	0.00	0.00	22,776.99	5,694.25
263	09.20 17:00:00	0:15:00	23,709.53	5,927.38	0.00	0.00	18,484.05	4,621.01
263	09.20 17:15:00	0:15:00	27,451.42	6,862.86	0.00	0.00	14,742.16	3,685.54
263	09.20 17:30:00	0:15:00	31,937.60	7,984.40	0.00	0.00	10,255.98	2,563.99
263	09.20 17:45:00	0:15:00	35,040.92	8,760.23	0.00	0.00	7,152.65	1,788.16
263	09.20 18:00:00	0:12:36	36,511.05	7,667.32	0.00	0.00	5,682.53	1,193.33
263	09.20 18:09:36	0:04:48	38,829.19	3,106.34	0.00	0.00	3,364.39	269.15
270	09.27 08:03:00	0:06:00	41,251.31	4,125.13	0.00	0.00	942.27	94.23
270	09.27 08:15:00	0:13:12	39,178.77	8,619.33	0.00	0.00	3,014.81	663.26
270	09.27 08:30:00	0:15:00	35,680.74	8,920.18	0.00	0.00	6,512.84	1,628.21
270	09.27 08:45:00	0:15:00	31,523.94	7,880.99	0.00	0.00	10,669.64	2,667.41
270	09.27 09:00:00	0:15:00	27,570.11	6,892.53	0.00	0.00	14,623.47	3,655.87
270	09.27 09:15:00	0:15:00	24,282.02	6,070.51	0.00	0.00	17,911.56	4,477.89
270	09.27 09:30:00	0:15:00	22,081.82	5,520.46	0.00	0.00	20,111.76	5,027.94
270	09.27 09:45:00	0:15:00	20,303.50	5,075.88	0.00	0.00	21,890.07	5,472.52
270	09.27 10:00:00	0:15:00	19,287.93	4,821.98	0.00	0.00	22,905.65	5,726.41
270	09.27 10:15:00	0:15:00	18,568.33	4,642.08	0.00	0.00	23,625.25	5,906.31
270	09.27 10:30:00	0:15:00	17,700.11	4,425.03	0.00	0.00	24,493.46	6,123.37
270	09.27 10:45:00	0:15:00	16,918.17	4,229.54	0.00	0.00	25,275.40	6,318.85
270	09.27 11:00:00	0:15:00	15,721.08	3,930.27	0.00	0.00	26,472.50	6,618.13
270	09.27 11:15:00	0:15:00	14,046.74	3,511.69	0.00	0.00	28,146.84	7,036.71
270	09.27 11:30:00	0:15:00	12,137.52	3,034.38	0.00	0.00	30,056.06	7,514.01
270	09.27 11:45:00	0:15:00	10,220.32	2,555.08	0.00	0.00	31,973.26	7,993.31
270	09.27 12:00:00	0:15:00	8,206.63	2,051.66	0.00	0.00	33,986.95	8,496.74
270	09.27 12:15:00	0:15:00	6,327.58	1,581.89	0.00	0.00	35,866.00	8,966.50
270	09.27 12:30:00	0:15:00	4,420.85	1,105.21	0.00	0.00	37,772.73	9,443.18
270	09.27 12:45:00	0:15:00	3,368.87	842.22	0.00	0.00	38,824.70	9,706.18
270	09.27 13:00:00	0:15:00	3,457.39	864.35	0.00	0.00	38,736.19	9,684.05
270	09.27 13:15:00	0:15:00	3,607.25	901.81	0.00	0.00	38,586.33	9,646.58
270	09.27 13:30:00	0:15:00	3,782.53	945.63	0.00	0.00	38,411.04	9,602.76
270	09.27 13:45:00	0:15:00	4,059.06	1,014.76	0.00	0.00	38,134.52	9,533.63
270	09.27 14:00:00	0:15:00	4,326.85	1,081.71	0.00	0.00	37,866.73	9,466.68
270	09.27 14:15:00	0:15:00	4,621.82	1,155.46	0.00	0.00	37,571.76	9,392.94
270	09.27 14:30:00	0:15:00	4,879.64	1,219.91	0.00	0.00	37,313.93	9,328.48
270	09.27 14:45:00	0:15:00	5,195.81	1,298.95	0.00	0.00	36,997.77	9,249.44
270	09.27 15:00:00	0:15:00	5,681.53	1,420.38	0.00	0.00	36,512.05	9,128.01
270	09.27 15:15:00	0:15:00	7,093.56	1,773.39	0.00	0.00	35,100.02	8,775.00
270	09.27 15:30:00	0:15:00	8,672.40	2,168.10	0.00	0.00	33,521.18	8,380.29
270	09.27 15:45:00	0:15:00	10,559.43	2,639.86	0.00	0.00	31,634.15	7,908.54
270	09.27 16:00:00	0:15:00	12,729.21	3,182.30	0.00	0.00	29,464.37	7,366.09
270	09.27 16:15:00	0:15:00	15,231.12	3,807.78	0.00	0.00	26,962.46	6,740.62
270	09.27 16:30:00	0:15:00	18,292.80	4,573.20	0.00	0.00	23,900.78	5,975.19
270	09.27 16:45:00	0:15:00	22,181.31	5,545.33	0.00	0.00	20,012.27	5,003.07
270	09.27 17:00:00	0:15:00	26,540.82	6,635.21	0.00	0.00	15,652.76	3,913.19
270	09.27 17:15:00	0:15:00	30,728.54	7,682.13	0.00	0.00	11,465.04	2,866.26
270	09.27 17:30:00	0:15:00	35,552.33	8,888.08	0.00	0.00	6,641.25	1,660.31
270	09.27 17:45:00	0:13:48	36,574.38	8,412.11	0.00	0.00	5,619.19	1,292.42
270	09.27 17:58:11	0:06:36	38,525.49	4,237.80	0.00	0.00	3,668.09	403.49
277	10.04 08:09:36	0:02:24	41,423.61	1,656.94	0.00	0.00	769.97	30.80
277	10.04 08:15:00	0:10:12	40,476.60	6,881.02	0.00	0.00	1,716.98	291.89
277	10.04 08:30:00	0:15:00	36,675.37	9,168.84	0.00	0.00	5,518.21	1,379.55
277	10.04 08:45:00	0:15:00	32,654.96	8,163.74	0.00	0.00	9,538.62	2,384.65
277	10.04 09:00:00	0:15:00	28,835.77	7,208.94	0.00	0.00	13,357.80	3,339.45
277	10.04 09:15:00	0:15:00	25,520.51	6,380.13	0.00	0.00	16,673.07	4,168.27
277	10.04 09:30:00	0:15:00	23,172.94	5,793.24	0.00	0.00	19,020.63	4,755.16
277	10.04 09:45:00	0:15:00	21,726.01	5,431.50	0.00	0.00	20,467.57	5,116.89
277	10.04 10:00:00	0:15:00	20,813.91	5,203.48	0.00	0.00	21,379.67	5,344.92
277	10.04 10:15:00	0:15:00	20,213.24	5,053.31	0.00	0.00	21,980.34	5,495.08
277	10.04 10:30:00	0:15:00	19,166.25	4,791.56	0.00	0.00	23,027.33	5,756.83
277	10.04 10:45:00	0:15:00	18,498.01	4,624.50	0.00	0.00	23,695.57	5,923.89
277	10.04 11:00:00	0:15:00	17,294.18	4,323.55	0.00	0.00	24,899.39	6,224.85

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
277	10.04 11:15:00	0:15:00	15,448.55	3,862.14	0.00	0.00	26,745.03	6,686.26
277	10.04 11:30:00	0:15:00	13,393.71	3,348.43	0.00	0.00	28,799.87	7,199.97
277	10.04 11:45:00	0:15:00	11,467.04	2,866.76	0.00	0.00	30,726.54	7,681.64
277	10.04 12:00:00	0:15:00	9,383.53	2,345.88	0.00	0.00	32,810.05	8,202.51
277	10.04 12:15:00	0:15:00	7,418.45	1,854.61	0.00	0.00	34,775.12	8,693.78
277	10.04 12:30:00	0:15:00	5,344.92	1,336.23	0.00	0.00	36,848.66	9,212.17
277	10.04 12:45:00	0:15:00	4,583.67	1,145.92	0.00	0.00	37,609.90	9,402.48
277	10.04 13:00:00	0:15:00	4,473.46	1,118.37	0.00	0.00	37,720.11	9,430.03
277	10.04 13:15:00	0:15:00	4,515.10	1,128.78	0.00	0.00	37,678.47	9,419.62
277	10.04 13:30:00	0:15:00	4,534.55	1,133.64	0.00	0.00	37,659.03	9,414.76
277	10.04 13:45:00	0:15:00	4,745.00	1,186.25	0.00	0.00	37,448.58	9,362.15
277	10.04 14:00:00	0:15:00	4,894.85	1,223.71	0.00	0.00	37,298.72	9,324.68
277	10.04 14:15:00	0:15:00	5,125.99	1,281.50	0.00	0.00	37,067.58	9,266.90
277	10.04 14:30:00	0:15:00	5,291.81	1,322.95	0.00	0.00	36,901.77	9,225.44
277	10.04 14:45:00	0:15:00	5,596.75	1,399.19	0.00	0.00	36,596.82	9,149.21
277	10.04 15:00:00	0:15:00	6,513.59	1,628.40	0.00	0.00	35,679.99	8,920.00
277	10.04 15:15:00	0:15:00	7,969.50	1,992.38	0.00	0.00	34,224.08	8,556.02
277	10.04 15:30:00	0:15:00	9,637.86	2,409.46	0.00	0.00	32,555.72	8,138.93
277	10.04 15:45:00	0:15:00	11,613.40	2,903.35	0.00	0.00	30,580.18	7,645.04
277	10.04 16:00:00	0:15:00	13,893.14	3,473.29	0.00	0.00	28,300.43	7,075.11
277	10.04 16:15:00	0:15:00	16,624.95	4,156.24	0.00	0.00	25,568.63	6,392.16
277	10.04 16:30:00	0:15:00	20,162.38	5,040.59	0.00	0.00	22,031.20	5,507.80
277	10.04 16:45:00	0:15:00	24,543.58	6,135.90	0.00	0.00	17,650.00	4,412.50
277	10.04 17:00:00	0:15:00	28,408.40	7,102.10	0.00	0.00	13,785.18	3,446.30
277	10.04 17:15:00	0:15:00	33,750.82	8,437.71	0.00	0.00	8,442.76	2,110.69
277	10.04 17:30:00	0:16:12	36,532.74	9,863.84	0.00	0.00	5,660.84	1,528.43
277	10.04 17:47:23	0:08:24	40,805.73	5,712.80	0.00	0.00	1,387.84	194.30
284	10.11 08:16:11	0:07:12	41,386.95	4,966.43	0.00	0.00	806.63	96.80
284	10.11 08:30:00	0:14:24	38,161.20	9,158.69	0.00	0.00	4,032.38	967.77
284	10.11 08:45:00	0:15:00	34,314.34	8,578.58	0.00	0.00	7,879.24	1,969.81
284	10.11 09:00:00	0:15:00	30,235.09	7,558.77	0.00	0.00	11,958.49	2,989.62
284	10.11 09:15:00	0:15:00	27,300.32	6,825.08	0.00	0.00	14,893.26	3,723.32
284	10.11 09:30:00	0:15:00	25,076.18	6,269.05	0.00	0.00	17,117.40	4,279.35
284	10.11 09:45:00	0:15:00	23,389.37	5,847.34	0.00	0.00	18,804.20	4,701.05
284	10.11 10:00:00	0:15:00	22,297.50	5,574.38	0.00	0.00	19,896.08	4,974.02
284	10.11 10:15:00	0:15:00	21,596.85	5,399.21	0.00	0.00	20,596.73	5,149.18
284	10.11 10:30:00	0:15:00	20,870.01	5,217.50	0.00	0.00	21,323.57	5,330.89
284	10.11 10:45:00	0:15:00	20,393.77	5,098.44	0.00	0.00	21,799.81	5,449.95
284	10.11 11:00:00	0:15:00	18,885.24	4,721.31	0.00	0.00	23,308.34	5,827.08
284	10.11 11:15:00	0:15:00	16,939.87	4,234.97	0.00	0.00	25,253.71	6,313.43
284	10.11 11:30:00	0:15:00	14,778.56	3,694.64	0.00	0.00	27,415.02	6,853.75
284	10.11 11:45:00	0:15:00	12,751.40	3,187.85	0.00	0.00	29,442.18	7,360.54
284	10.11 12:00:00	0:15:00	10,563.67	2,640.92	0.00	0.00	31,629.91	7,907.48
284	10.11 12:15:00	0:15:00	8,519.30	2,129.83	0.00	0.00	33,674.27	8,418.57
284	10.11 12:30:00	0:15:00	6,433.30	1,608.33	0.00	0.00	35,760.28	8,940.07
284	10.11 12:45:00	0:15:00	5,969.02	1,492.26	0.00	0.00	36,224.56	9,056.14
284	10.11 13:00:00	0:15:00	5,776.03	1,444.01	0.00	0.00	36,417.55	9,104.39
284	10.11 13:15:00	0:15:00	5,718.43	1,429.61	0.00	0.00	36,475.14	9,118.79
284	10.11 13:30:00	0:15:00	5,732.40	1,433.10	0.00	0.00	36,461.18	9,115.30
284	10.11 13:45:00	0:15:00	5,897.46	1,474.37	0.00	0.00	36,296.12	9,074.03
284	10.11 14:00:00	0:15:00	5,985.73	1,496.43	0.00	0.00	36,207.85	9,051.96
284	10.11 14:15:00	0:15:00	6,178.97	1,544.74	0.00	0.00	36,014.61	9,003.65
284	10.11 14:30:00	0:15:00	6,367.97	1,591.99	0.00	0.00	35,825.61	8,956.40
284	10.11 14:45:00	0:15:00	6,870.90	1,717.72	0.00	0.00	35,322.68	8,830.67
284	10.11 15:00:00	0:15:00	8,078.22	2,019.55	0.00	0.00	34,115.36	8,528.84
284	10.11 15:15:00	0:15:00	9,614.92	2,403.73	0.00	0.00	32,578.66	8,144.67
284	10.11 15:30:00	0:15:00	11,295.49	2,823.87	0.00	0.00	30,898.09	7,724.52
284	10.11 15:45:00	0:15:00	13,369.27	3,342.32	0.00	0.00	28,824.30	7,206.08
284	10.11 16:00:00	0:15:00	15,592.92	3,898.23	0.00	0.00	26,600.66	6,650.17
284	10.11 16:15:00	0:15:00	18,552.87	4,638.22	0.00	0.00	23,640.71	5,910.18
284	10.11 16:30:00	0:15:00	22,303.24	5,575.81	0.00	0.00	19,890.34	4,972.59
284	10.11 16:45:00	0:15:00	25,532.98	6,383.24	0.00	0.00	16,660.60	4,165.15
284	10.11 17:00:00	0:15:00	29,612.73	7,403.18	0.00	0.00	12,580.85	3,145.21
284	10.11 17:15:00	0:15:00	34,323.81	8,580.95	0.00	0.00	7,869.77	1,967.44
284	10.11 17:30:00	0:11:24	38,438.22	7,303.26	0.00	0.00	3,755.36	713.52
284	10.11 17:37:12	0:03:36	41,366.26	2,481.98	0.00	0.00	827.32	49.64
291	10.18 08:22:48	0:03:36	41,219.64	2,473.18	0.00	0.00	973.93	58.44
291	10.18 08:30:00	0:10:48	40,112.31	7,220.22	3.74	0.67	2,077.53	373.96
291	10.18 08:45:00	0:15:00	35,753.55	8,938.39	0.00	0.00	6,440.03	1,610.01
291	10.18 09:00:00	0:15:00	32,086.71	8,021.68	0.00	0.00	10,106.87	2,526.72
291	10.18 09:15:00	0:15:00	29,175.88	7,293.97	0.00	0.00	13,017.70	3,254.43
291	10.18 09:30:00	0:15:00	27,088.38	6,772.09	0.00	0.00	15,105.20	3,776.30
291	10.18 09:45:00	0:15:00	25,474.13	6,368.53	0.00	0.00	16,719.45	4,179.86
291	10.18 10:00:00	0:15:00	24,055.87	6,013.97	0.00	0.00	18,137.71	4,534.43
291	10.18 10:15:00	0:15:00	23,113.35	5,778.34	0.00	0.00	19,080.23	4,770.06
291	10.18 10:30:00	0:15:00	22,083.81	5,520.95	0.00	0.00	20,109.76	5,027.44
291	10.18 10:45:00	0:15:00	21,309.85	5,327.46	0.00	0.00	20,883.73	5,220.93

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
291	10.18 11:00:00	0:15:00	20,018.26	5,004.56	0.00	0.00	22,175.32	5,543.83
291	10.18 11:15:00	0:15:00	18,290.06	4,572.52	0.00	0.00	23,903.52	5,975.88
291	10.18 11:30:00	0:15:00	16,313.77	4,078.44	0.00	0.00	25,879.81	6,469.95
291	10.18 11:45:00	0:15:00	14,053.22	3,513.31	0.00	0.00	28,140.36	7,035.09
291	10.18 12:00:00	0:15:00	11,829.58	2,957.40	0.00	0.00	30,364.00	7,591.00
291	10.18 12:15:00	0:15:00	9,743.33	2,435.83	0.00	0.00	32,450.25	8,112.56
291	10.18 12:30:00	0:15:00	7,534.90	1,883.72	0.00	0.00	34,658.68	8,664.67
291	10.18 12:45:00	0:15:00	7,355.37	1,838.84	0.00	0.00	34,838.21	8,709.55
291	10.18 13:00:00	0:15:00	7,085.08	1,771.27	0.00	0.00	35,108.50	8,777.12
291	10.18 13:15:00	0:15:00	7,088.82	1,772.21	0.00	0.00	35,104.76	8,776.19
291	10.18 13:30:00	0:15:00	7,052.17	1,763.04	0.00	0.00	35,141.41	8,785.35
291	10.18 13:45:00	0:15:00	7,176.84	1,794.21	0.00	0.00	35,016.74	8,754.18
291	10.18 14:00:00	0:15:00	7,125.97	1,781.49	0.00	0.00	35,067.60	8,766.90
291	10.18 14:15:00	0:15:00	7,299.02	1,824.76	0.00	0.00	34,894.56	8,723.64
291	10.18 14:30:00	0:15:00	7,523.68	1,880.92	0.00	0.00	34,669.90	8,667.48
291	10.18 14:45:00	0:15:00	8,448.99	2,112.25	0.00	0.00	33,744.59	8,436.15
291	10.18 15:00:00	0:15:00	9,763.77	2,440.94	0.00	0.00	32,429.80	8,107.45
291	10.18 15:15:00	0:15:00	11,311.70	2,827.92	0.00	0.00	30,881.88	7,720.47
291	10.18 15:30:00	0:15:00	13,077.79	3,269.45	0.00	0.00	29,115.79	7,278.95
291	10.18 15:45:00	0:15:00	15,091.74	3,772.93	0.00	0.00	27,101.84	6,775.46
291	10.18 16:00:00	0:15:00	17,317.12	4,329.28	0.00	0.00	24,876.46	6,219.11
291	10.18 16:15:00	0:15:00	20,214.74	5,053.68	0.00	0.00	21,978.84	5,494.71
291	10.18 16:30:00	0:15:00	23,075.95	5,768.99	0.00	0.00	19,117.63	4,779.41
291	10.18 16:45:00	0:15:00	26,039.64	6,509.91	0.00	0.00	16,153.94	4,038.48
291	10.18 17:00:00	0:15:00	31,036.97	7,759.24	0.00	0.00	11,156.60	2,789.15
291	10.18 17:15:00	0:13:12	35,885.45	7,894.80	0.00	0.00	6,308.13	1,387.79
291	10.18 17:27:00	0:06:00	40,384.10	4,038.41	0.00	0.00	1,809.48	180.95
298	10.25 07:30:00	0:07:48	41,197.95	5,355.73	23.94	3.11	971.69	126.32
298	10.25 07:45:00	0:15:00	37,722.36	9,430.59	0.00	0.00	4,471.22	1,117.81
298	10.25 08:00:00	0:15:00	34,177.20	8,544.30	0.00	0.00	8,016.38	2,004.10
298	10.25 08:15:00	0:15:00	31,334.19	7,833.55	0.00	0.00	10,859.39	2,714.85
298	10.25 08:30:00	0:15:00	29,159.67	7,289.92	0.00	0.00	13,033.91	3,258.48
298	10.25 08:45:00	0:15:00	27,569.86	6,892.47	0.00	0.00	14,623.72	3,655.93
298	10.25 09:00:00	0:15:00	25,803.01	6,450.75	0.00	0.00	16,390.56	4,097.64
298	10.25 09:15:00	0:15:00	24,739.82	6,184.95	0.00	0.00	17,453.76	4,363.44
298	10.25 09:30:00	0:15:00	23,516.54	5,879.13	0.00	0.00	18,677.04	4,669.26
298	10.25 09:45:00	0:15:00	22,457.83	5,614.46	0.00	0.00	19,735.75	4,933.94
298	10.25 10:00:00	0:15:00	21,023.61	5,255.90	0.00	0.00	21,169.97	5,292.49
298	10.25 10:15:00	0:15:00	19,233.82	4,808.46	0.00	0.00	22,959.76	5,739.94
298	10.25 10:30:00	0:15:00	17,244.07	4,311.02	0.00	0.00	24,949.51	6,237.38
298	10.25 10:45:00	0:15:00	15,318.14	3,829.54	0.00	0.00	26,875.44	6,718.86
298	10.25 11:00:00	0:15:00	13,248.84	3,312.21	0.00	0.00	28,944.74	7,236.18
298	10.25 11:15:00	0:15:00	11,270.31	2,817.58	0.00	0.00	30,923.27	7,730.82
298	10.25 11:30:00	0:15:00	9,312.96	2,328.24	0.00	0.00	32,880.62	8,220.15
298	10.25 11:45:00	0:15:00	8,777.62	2,194.41	0.00	0.00	33,415.96	8,353.99
298	10.25 12:00:00	0:15:00	8,449.24	2,112.31	0.00	0.00	33,744.34	8,436.09
298	10.25 12:15:00	0:15:00	8,463.95	2,115.99	0.00	0.00	33,729.63	8,432.41
298	10.25 12:30:00	0:15:00	8,374.68	2,093.67	0.00	0.00	33,818.89	8,454.72
298	10.25 12:45:00	0:15:00	8,455.97	2,113.99	0.00	0.00	33,737.61	8,434.40
298	10.25 13:00:00	0:15:00	8,378.42	2,094.61	0.00	0.00	33,815.15	8,453.79
298	10.25 13:15:00	0:15:00	8,576.40	2,144.10	0.00	0.00	33,617.18	8,404.29
298	10.25 13:30:00	0:15:00	8,865.64	2,216.41	0.00	0.00	33,327.94	8,331.98
298	10.25 13:45:00	0:15:00	10,094.40	2,523.60	0.00	0.00	32,099.17	8,024.79
298	10.25 14:00:00	0:15:00	11,413.43	2,853.36	0.00	0.00	30,780.15	7,695.04
298	10.25 14:15:00	0:15:00	12,919.46	3,229.87	0.00	0.00	29,274.12	7,318.53
298	10.25 14:30:00	0:15:00	14,769.59	3,692.40	0.00	0.00	27,423.99	6,856.00
298	10.25 14:45:00	0:15:00	16,609.49	4,152.37	0.00	0.00	25,584.09	6,396.02
298	10.25 15:00:00	0:15:00	18,755.58	4,688.90	0.00	0.00	23,438.00	5,859.50
298	10.25 15:15:00	0:15:00	21,071.23	5,267.81	0.00	0.00	21,122.35	5,280.59
298	10.25 15:30:00	0:15:00	23,162.72	5,790.68	0.00	0.00	19,030.86	4,757.71
298	10.25 15:45:00	0:15:00	26,722.09	6,680.52	0.00	0.00	15,471.49	3,867.87
298	10.25 16:00:00	0:15:00	32,617.31	8,154.33	0.00	0.00	9,576.27	2,394.07
298	10.25 16:15:00	0:09:00	40,006.34	6,000.95	0.00	0.00	2,187.24	328.09
298	10.25 16:18:00	0:01:48	41,296.44	1,238.89	0.00	0.00	897.14	26.91
305	11.01 07:36:35	0:04:12	41,157.06	2,880.99	0.00	0.00	1,036.52	72.56
305	11.01 07:45:00	0:11:24	39,788.66	7,559.85	0.00	0.00	2,404.91	456.93
305	11.01 08:00:00	0:15:00	36,549.45	9,137.36	0.00	0.00	5,644.13	1,411.03
305	11.01 08:15:00	0:15:00	33,913.39	8,478.35	0.00	0.00	8,280.18	2,070.05
305	11.01 08:30:00	0:15:00	31,201.04	7,800.26	0.00	0.00	10,992.54	2,748.13
305	11.01 08:45:00	0:15:00	29,369.87	7,342.47	0.00	0.00	12,823.71	3,205.93
305	11.01 09:00:00	0:15:00	27,653.64	6,913.41	0.00	0.00	14,539.94	3,634.99
305	11.01 09:15:00	0:15:00	26,428.37	6,607.09	0.00	0.00	15,765.21	3,941.30
305	11.01 09:30:00	0:15:00	24,951.01	6,237.75	0.00	0.00	17,242.57	4,310.64
305	11.01 09:45:00	0:15:00	23,649.94	5,912.48	0.00	0.00	18,543.64	4,635.91
305	11.01 10:00:00	0:15:00	22,178.07	5,544.52	0.00	0.00	20,015.51	5,003.88
305	11.01 10:15:00	0:15:00	20,435.91	5,108.98	0.00	0.00	21,757.67	5,439.42
305	11.01 10:30:00	0:15:00	18,512.22	4,628.06	0.00	0.00	23,681.35	5,920.34

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
305	11.01 10:45:00	0:15:00	16,673.07	4,168.27	0.00	0.00	25,520.51	6,380.13
305	11.01 11:00:00	0:15:00	14,617.24	3,654.31	0.00	0.00	27,576.34	6,894.09
305	11.01 11:15:00	0:15:00	12,711.01	3,177.75	0.00	0.00	29,482.57	7,370.64
305	11.01 11:30:00	0:15:00	10,918.23	2,729.56	0.00	0.00	31,275.35	7,818.84
305	11.01 11:45:00	0:15:00	10,638.22	2,659.56	0.00	0.00	31,555.36	7,888.84
305	11.01 12:00:00	0:15:00	10,194.39	2,548.60	0.00	0.00	31,999.19	7,999.80
305	11.01 12:15:00	0:15:00	10,223.31	2,555.83	0.00	0.00	31,970.26	7,992.57
305	11.01 12:30:00	0:15:00	10,058.00	2,514.50	0.00	0.00	32,135.58	8,033.90
305	11.01 12:45:00	0:15:00	10,106.37	2,526.59	0.00	0.00	32,087.21	8,021.80
305	11.01 13:00:00	0:15:00	9,660.30	2,415.07	0.00	0.00	32,533.28	8,133.32
305	11.01 13:15:00	0:15:00	9,891.69	2,472.92	0.00	0.00	32,301.89	8,075.47
305	11.01 13:30:00	0:15:00	10,434.76	2,608.69	0.00	0.00	31,758.82	7,939.71
305	11.01 13:45:00	0:15:00	11,714.88	2,928.72	0.00	0.00	30,478.69	7,619.67
305	11.01 14:00:00	0:15:00	12,892.78	3,223.20	0.00	0.00	29,300.80	7,325.20
305	11.01 14:15:00	0:15:00	14,478.85	3,619.71	0.00	0.00	27,714.73	6,928.68
305	11.01 14:30:00	0:15:00	16,064.17	4,016.04	0.00	0.00	26,129.40	6,532.35
305	11.01 14:45:00	0:15:00	17,747.49	4,436.87	0.00	0.00	24,446.09	6,111.52
305	11.01 15:00:00	0:15:00	19,591.63	4,897.91	0.00	0.00	22,601.95	5,650.49
305	11.01 15:15:00	0:15:00	21,433.03	5,358.26	0.00	0.00	20,760.55	5,190.14
305	11.01 15:30:00	0:15:00	23,379.40	5,844.85	0.00	0.00	18,814.18	4,703.54
305	11.01 15:45:00	0:15:00	28,027.40	7,006.85	0.00	0.00	14,166.18	3,541.54
305	11.01 16:00:00	0:12:36	35,246.38	7,401.74	0.00	0.00	6,947.20	1,458.91
305	11.01 16:10:12	0:05:24	41,530.33	3,737.73	0.00	0.00	663.25	59.69
312	11.08 07:43:48	0:00:36	41,248.07	412.48	647.79	6.48	297.72	2.98
312	11.08 07:45:00	0:07:48	41,133.87	5,347.40	965.21	125.48	94.50	12.29
312	11.08 08:00:00	0:15:00	38,988.02	9,747.01	1,128.78	282.19	2,076.78	519.20
312	11.08 08:15:00	0:15:00	36,568.40	9,142.10	0.00	0.00	5,625.18	1,406.30
312	11.08 08:30:00	0:15:00	33,543.87	8,385.97	0.00	0.00	8,649.71	2,162.43
312	11.08 08:45:00	0:15:00	31,101.80	7,775.45	0.00	0.00	11,091.78	2,772.94
312	11.08 09:00:00	0:15:00	29,370.36	7,342.59	0.00	0.00	12,823.21	3,205.80
312	11.08 09:15:00	0:15:00	28,082.26	7,020.57	0.00	0.00	14,111.32	3,527.83
312	11.08 09:30:00	0:15:00	26,548.05	6,637.01	0.00	0.00	15,645.53	3,911.38
312	11.08 09:45:00	0:15:00	25,016.09	6,254.02	0.00	0.00	17,177.49	4,294.37
312	11.08 10:00:00	0:15:00	23,438.99	5,859.75	0.00	0.00	18,754.59	4,688.65
312	11.08 10:15:00	0:15:00	21,805.80	5,451.45	0.00	0.00	20,387.78	5,096.95
312	11.08 10:30:00	0:15:00	19,961.41	4,990.35	0.00	0.00	22,232.17	5,558.04
312	11.08 10:45:00	0:15:00	18,141.95	4,535.49	0.00	0.00	24,051.63	6,012.91
312	11.08 11:00:00	0:15:00	16,186.85	4,046.71	0.00	0.00	26,006.73	6,501.68
312	11.08 11:15:00	0:15:00	14,366.65	3,591.66	0.00	0.00	27,826.93	6,956.73
312	11.08 11:30:00	0:15:00	12,698.04	3,174.51	0.00	0.00	29,495.53	7,373.88
312	11.08 11:45:00	0:15:00	12,406.56	3,101.64	0.00	0.00	29,787.02	7,446.75
312	11.08 12:00:00	0:15:00	11,946.27	2,986.57	0.00	0.00	30,247.30	7,561.83
312	11.08 12:15:00	0:15:00	11,934.06	2,983.51	0.00	0.00	30,259.52	7,564.88
312	11.08 12:30:00	0:15:00	11,713.39	2,928.35	0.00	0.00	30,480.19	7,620.05
312	11.08 12:45:00	0:15:00	11,713.89	2,928.47	0.00	0.00	30,479.69	7,619.92
312	11.08 13:00:00	0:15:00	11,576.00	2,894.00	0.00	0.00	30,617.58	7,654.39
312	11.08 13:15:00	0:15:00	11,629.61	2,907.40	0.00	0.00	30,563.97	7,640.99
312	11.08 13:30:00	0:15:00	12,098.87	3,024.72	0.00	0.00	30,094.71	7,523.68
312	11.08 13:45:00	0:15:00	13,202.21	3,300.55	0.00	0.00	28,991.36	7,247.84
312	11.08 14:00:00	0:15:00	14,167.67	3,541.92	0.00	0.00	28,025.91	7,006.48
312	11.08 14:15:00	0:15:00	15,858.96	3,964.74	0.00	0.00	26,334.61	6,583.65
312	11.08 14:30:00	0:15:00	17,130.86	4,282.72	0.00	0.00	25,062.71	6,265.68
312	11.08 14:45:00	0:15:00	18,780.52	4,695.13	0.00	0.00	23,413.06	5,853.27
312	11.08 15:00:00	0:15:00	20,323.45	5,080.86	0.00	0.00	21,870.13	5,467.53
312	11.08 15:15:00	0:15:00	21,268.46	5,317.12	0.00	0.00	20,925.12	5,231.28
312	11.08 15:30:00	0:15:00	23,269.19	5,817.30	0.00	0.00	18,924.39	4,731.10
312	11.08 15:45:00	0:15:00	29,748.12	7,437.03	0.00	0.00	12,445.46	3,111.37
312	11.08 16:00:00	0:09:00	38,853.13	5,827.97	0.00	0.00	3,340.45	501.07
312	11.08 16:03:00	0:01:48	40,723.95	1,221.72	0.00	0.00	1,469.63	44.09
319	11.15 07:51:00	0:04:48	41,545.54	3,323.64	647.54	51.80	0.50	0.04
319	11.15 08:00:00	0:12:00	40,661.61	8,132.32	32.91	6.58	1,499.05	299.81
319	11.15 08:15:00	0:15:00	38,981.54	9,745.39	0.00	0.00	3,212.04	803.01
319	11.15 08:30:00	0:15:00	36,246.50	9,061.62	0.00	0.00	5,947.08	1,486.77
319	11.15 08:45:00	0:15:00	33,187.31	8,296.83	0.00	0.00	9,006.27	2,251.57
319	11.15 09:00:00	0:15:00	31,011.04	7,752.76	0.00	0.00	11,182.54	2,795.63
319	11.15 09:15:00	0:15:00	29,620.95	7,405.24	0.00	0.00	12,572.62	3,143.16
319	11.15 09:30:00	0:15:00	28,147.34	7,036.83	0.00	0.00	14,046.24	3,511.56
319	11.15 09:45:00	0:15:00	26,609.39	6,652.35	0.00	0.00	15,584.19	3,896.05
319	11.15 10:00:00	0:15:00	25,042.02	6,260.51	0.00	0.00	17,151.56	4,287.89
319	11.15 10:15:00	0:15:00	23,410.82	5,852.70	0.00	0.00	18,782.76	4,695.69
319	11.15 10:30:00	0:15:00	21,539.75	5,384.94	0.00	0.00	20,653.83	5,163.46
319	11.15 10:45:00	0:15:00	19,682.14	4,920.54	0.00	0.00	22,511.44	5,627.86
319	11.15 11:00:00	0:15:00	17,806.33	4,451.58	0.00	0.00	24,387.24	6,096.81
319	11.15 11:15:00	0:15:00	16,070.41	4,017.60	0.00	0.00	26,123.17	6,530.79
319	11.15 11:30:00	0:15:00	14,466.63	3,616.66	0.00	0.00	27,726.94	6,931.74
319	11.15 11:45:00	0:15:00	14,140.49	3,535.12	0.00	0.00	28,053.09	7,013.27
319	11.15 12:00:00	0:15:00	13,633.83	3,408.46	0.00	0.00	28,559.75	7,139.94

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
319	11.15 12:15:00	0:15:00	13,594.93	3,398.73	0.00	0.00	28,598.65	7,149.66
319	11.15 12:30:00	0:15:00	13,314.92	3,328.73	0.00	0.00	28,878.66	7,219.67
319	11.15 12:45:00	0:15:00	13,257.32	3,314.33	0.00	0.00	28,936.26	7,234.06
319	11.15 13:00:00	0:15:00	13,089.26	3,272.32	0.00	0.00	29,104.32	7,276.08
319	11.15 13:15:00	0:15:00	13,136.39	3,284.10	0.00	0.00	29,057.19	7,264.30
319	11.15 13:30:00	0:15:00	13,623.60	3,405.90	0.00	0.00	28,569.97	7,142.49
319	11.15 13:45:00	0:15:00	14,542.43	3,635.61	0.00	0.00	27,651.14	6,912.79
319	11.15 14:00:00	0:15:00	15,482.96	3,870.74	0.00	0.00	26,710.62	6,677.66
319	11.15 14:15:00	0:15:00	17,119.39	4,279.85	0.00	0.00	25,074.18	6,268.55
319	11.15 14:30:00	0:15:00	18,305.02	4,576.26	0.00	0.00	23,888.56	5,972.14
319	11.15 14:45:00	0:15:00	19,769.16	4,942.29	0.00	0.00	22,424.42	5,606.10
319	11.15 15:00:00	0:15:00	20,786.23	5,196.56	0.00	0.00	21,407.35	5,351.84
319	11.15 15:15:00	0:15:00	20,933.59	5,233.40	0.00	0.00	21,259.98	5,315.00
319	11.15 15:30:00	0:15:00	24,011.73	6,002.93	0.00	0.00	18,181.84	4,545.46
319	11.15 15:45:00	0:13:48	32,877.87	7,561.91	0.00	0.00	9,315.71	2,142.61
319	11.15 15:57:36	0:06:36	40,251.44	4,427.66	0.00	0.00	1,942.13	213.64
326	11.22 07:57:36	0:01:12	41,853.22	837.06	279.26	5.59	61.09	1.22
326	11.22 08:00:00	0:09:00	41,679.93	6,251.99	0.50	0.08	513.15	76.97
326	11.22 08:15:00	0:15:00	40,688.04	10,172.01	0.00	0.00	1,505.53	376.38
326	11.22 08:30:00	0:15:00	38,649.17	9,662.29	0.00	0.00	3,544.41	886.10
326	11.22 08:45:00	0:15:00	35,558.31	8,889.58	0.00	0.00	6,635.27	1,658.82
326	11.22 09:00:00	0:15:00	32,765.42	8,191.36	0.00	0.00	9,428.16	2,357.04
326	11.22 09:15:00	0:15:00	31,122.25	7,780.56	0.00	0.00	11,071.33	2,767.83
326	11.22 09:30:00	0:15:00	29,688.28	7,422.07	0.00	0.00	12,505.30	3,126.33
326	11.22 09:45:00	0:15:00	28,117.67	7,029.42	0.00	0.00	14,075.91	3,518.98
326	11.22 10:00:00	0:15:00	26,586.70	6,646.68	0.00	0.00	15,606.88	3,901.72
326	11.22 10:15:00	0:15:00	25,198.36	6,299.59	0.00	0.00	16,995.22	4,248.81
326	11.22 10:30:00	0:15:00	23,373.91	5,843.48	0.00	0.00	18,819.66	4,704.92
326	11.22 10:45:00	0:15:00	21,393.13	5,348.28	0.00	0.00	20,800.44	5,200.11
326	11.22 11:00:00	0:15:00	19,378.44	4,844.61	0.00	0.00	22,815.14	5,703.78
326	11.22 11:15:00	0:15:00	17,728.54	4,432.14	0.00	0.00	24,465.04	6,116.26
326	11.22 11:30:00	0:15:00	16,112.80	4,028.20	0.00	0.00	26,080.78	6,520.20
326	11.22 11:45:00	0:15:00	15,778.18	3,944.54	0.00	0.00	26,415.40	6,603.85
326	11.22 12:00:00	0:15:00	15,219.90	3,804.98	0.00	0.00	26,973.68	6,743.42
326	11.22 12:15:00	0:15:00	15,141.36	3,785.34	0.00	0.00	27,052.22	6,763.06
326	11.22 12:30:00	0:15:00	14,795.02	3,698.75	0.00	0.00	27,398.56	6,849.64
326	11.22 12:45:00	0:15:00	14,712.73	3,678.18	0.00	0.00	27,480.84	6,870.21
326	11.22 13:00:00	0:15:00	14,482.34	3,620.59	0.00	0.00	27,711.24	6,927.81
326	11.22 13:15:00	0:15:00	14,572.60	3,643.15	0.00	0.00	27,620.97	6,905.24
326	11.22 13:30:00	0:15:00	14,945.37	3,736.34	0.00	0.00	27,248.21	6,812.05
326	11.22 13:45:00	0:15:00	15,774.44	3,943.61	0.00	0.00	26,419.14	6,604.79
326	11.22 14:00:00	0:15:00	16,812.20	4,203.05	0.00	0.00	25,381.37	6,345.34
326	11.22 14:15:00	0:15:00	18,198.80	4,549.70	0.00	0.00	23,994.78	5,998.69
326	11.22 14:30:00	0:15:00	19,269.48	4,817.37	0.00	0.00	22,924.10	5,731.03
326	11.22 14:45:00	0:15:00	20,489.26	5,122.32	0.00	0.00	21,704.31	5,426.08
326	11.22 15:00:00	0:15:00	21,007.40	5,251.85	0.00	0.00	21,186.18	5,296.55
326	11.22 15:15:00	0:15:00	21,218.09	5,304.52	0.00	0.00	20,975.48	5,243.87
326	11.22 15:30:00	0:15:00	25,799.27	6,449.82	0.00	0.00	16,394.30	4,098.58
326	11.22 15:45:00	0:12:00	35,675.75	7,135.15	0.00	0.00	6,517.83	1,303.57
326	11.22 15:54:00	0:04:48	39,691.92	3,175.35	0.00	0.00	2,501.66	200.13
333	11.29 08:04:12	0:05:24	42,131.24	3,791.81	62.34	5.61	0.00	0.00
333	11.29 08:15:00	0:12:36	41,529.33	8,721.16	0.00	0.00	664.25	139.49
333	11.29 08:30:00	0:15:00	40,365.39	10,091.35	0.00	0.00	1,828.18	457.05
333	11.29 08:45:00	0:15:00	37,723.85	9,430.96	0.00	0.00	4,469.72	1,117.43
333	11.29 09:00:00	0:15:00	34,698.58	8,674.64	0.00	0.00	7,495.00	1,873.75
333	11.29 09:15:00	0:15:00	32,562.95	8,140.74	0.00	0.00	9,630.63	2,407.66
333	11.29 09:30:00	0:15:00	31,033.48	7,758.37	0.00	0.00	11,160.10	2,790.02
333	11.29 09:45:00	0:15:00	29,457.88	7,364.47	0.00	0.00	12,735.69	3,183.92
333	11.29 10:00:00	0:15:00	27,887.27	6,971.82	0.00	0.00	14,306.31	3,576.58
333	11.29 10:15:00	0:15:00	26,784.93	6,696.23	0.00	0.00	15,408.65	3,852.16
333	11.29 10:30:00	0:15:00	25,169.18	6,292.30	0.00	0.00	17,024.39	4,256.10
333	11.29 10:45:00	0:15:00	23,137.29	5,784.32	0.00	0.00	19,056.29	4,764.07
333	11.29 11:00:00	0:15:00	20,990.44	5,247.61	0.00	0.00	21,203.13	5,300.78
333	11.29 11:15:00	0:15:00	19,317.10	4,829.28	0.00	0.00	22,876.47	5,719.12
333	11.29 11:30:00	0:15:00	17,514.60	4,378.65	0.00	0.00	24,678.98	6,169.74
333	11.29 11:45:00	0:15:00	17,183.97	4,295.99	0.00	0.00	25,009.60	6,252.40
333	11.29 12:00:00	0:15:00	16,683.54	4,170.89	0.00	0.00	25,510.04	6,377.51
333	11.29 12:15:00	0:15:00	16,446.17	4,111.54	0.00	0.00	25,747.41	6,436.85
333	11.29 12:30:00	0:15:00	16,053.95	4,013.49	0.00	0.00	26,139.63	6,534.91
333	11.29 12:45:00	0:15:00	15,887.64	3,971.91	0.00	0.00	26,305.94	6,576.49
333	11.29 13:00:00	0:15:00	15,666.97	3,916.74	0.00	0.00	26,526.61	6,631.65
333	11.29 13:15:00	0:15:00	15,708.61	3,927.15	0.00	0.00	26,484.97	6,621.24
333	11.29 13:30:00	0:15:00	15,972.17	3,993.04	0.00	0.00	26,221.41	6,555.35
333	11.29 13:45:00	0:15:00	16,720.20	4,180.05	0.00	0.00	25,473.38	6,368.35
333	11.29 14:00:00	0:15:00	17,831.52	4,457.88	0.00	0.00	24,362.06	6,090.52
333	11.29 14:15:00	0:15:00	19,034.85	4,758.71	0.00	0.00	23,158.73	5,789.68
333	11.29 14:30:00	0:15:00	19,961.90	4,990.48	0.00	0.00	22,231.67	5,557.92

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
333	11.29 14:45:00	0:15:00	21,020.37	5,255.09	0.00	0.00	21,173.21	5,293.30
333	11.29 15:00:00	0:15:00	21,199.89	5,299.97	0.00	0.00	20,993.69	5,248.42
333	11.29 15:15:00	0:15:00	21,844.69	5,461.17	0.00	0.00	20,348.88	5,087.22
333	11.29 15:30:00	0:15:00	27,557.64	6,889.41	0.00	0.00	14,635.94	3,658.98
333	11.29 15:45:00	0:10:48	37,605.67	6,769.02	0.00	0.00	4,587.91	825.82
333	11.29 15:51:36	0:03:00	39,329.37	1,966.47	0.00	0.00	2,864.20	143.21
340	12.06 08:10:12	0:02:24	42,193.08	1,687.72	0.00	0.00	0.50	0.02
340	12.06 08:15:00	0:10:12	42,007.07	7,141.20	0.00	0.00	186.51	31.71
340	12.06 08:30:00	0:15:00	41,362.02	10,340.51	0.00	0.00	831.56	207.89
340	12.06 08:45:00	0:15:00	39,473.74	9,868.44	0.00	0.00	2,719.83	679.96
340	12.06 09:00:00	0:15:00	36,290.88	9,072.72	0.00	0.00	5,902.70	1,475.67
340	12.06 09:15:00	0:15:00	33,993.68	8,498.42	0.00	0.00	8,199.90	2,049.97
340	12.06 09:30:00	0:15:00	32,141.56	8,035.39	0.00	0.00	10,052.02	2,513.00
340	12.06 09:45:00	0:15:00	30,623.81	7,655.95	0.00	0.00	11,569.77	2,892.44
340	12.06 10:00:00	0:15:00	29,007.07	7,251.77	0.00	0.00	13,186.51	3,296.63
340	12.06 10:15:00	0:15:00	27,886.77	6,971.69	0.00	0.00	14,306.80	3,576.70
340	12.06 10:30:00	0:15:00	26,492.20	6,623.05	0.00	0.00	15,701.38	3,925.35
340	12.06 10:45:00	0:15:00	24,689.45	6,172.36	0.00	0.00	17,504.13	4,376.03
340	12.06 11:00:00	0:15:00	22,430.90	5,607.73	0.00	0.00	19,762.68	4,940.67
340	12.06 11:15:00	0:15:00	20,710.43	5,177.61	0.00	0.00	21,483.15	5,370.79
340	12.06 11:30:00	0:15:00	18,662.83	4,665.71	0.00	0.00	23,530.75	5,882.69
340	12.06 11:45:00	0:15:00	18,266.62	4,566.66	0.00	0.00	23,926.96	5,981.74
340	12.06 12:00:00	0:15:00	17,629.05	4,407.26	0.00	0.00	24,564.53	6,141.13
340	12.06 12:15:00	0:15:00	17,356.27	4,339.07	0.00	0.00	24,837.31	6,209.33
340	12.06 12:30:00	0:15:00	16,960.31	4,240.08	0.00	0.00	25,233.27	6,308.32
340	12.06 12:45:00	0:15:00	16,769.07	4,192.27	0.00	0.00	25,424.51	6,356.13
340	12.06 13:00:00	0:15:00	16,534.93	4,133.73	0.00	0.00	25,658.64	6,414.66
340	12.06 13:15:00	0:15:00	16,546.65	4,136.66	0.00	0.00	25,646.93	6,411.73
340	12.06 13:30:00	0:15:00	16,702.74	4,175.69	0.00	0.00	25,490.84	6,372.71
340	12.06 13:45:00	0:15:00	17,404.39	4,351.10	0.00	0.00	24,789.19	6,197.30
340	12.06 14:00:00	0:15:00	18,482.05	4,620.51	0.00	0.00	23,711.52	5,927.88
340	12.06 14:15:00	0:15:00	19,605.84	4,901.46	0.00	0.00	22,587.74	5,646.93
340	12.06 14:30:00	0:15:00	20,416.71	5,104.18	0.00	0.00	21,776.87	5,444.22
340	12.06 14:45:00	0:15:00	21,361.97	5,340.49	0.00	0.00	20,831.61	5,207.90
340	12.06 15:00:00	0:15:00	21,412.83	5,353.21	0.00	0.00	20,780.75	5,195.19
340	12.06 15:15:00	0:15:00	22,445.11	5,611.28	0.00	0.00	19,748.47	4,937.12
340	12.06 15:30:00	0:15:00	28,668.71	7,167.18	0.00	0.00	13,524.86	3,381.22
340	12.06 15:45:00	0:10:12	38,498.06	6,544.67	0.00	0.00	3,695.51	628.24
340	12.06 15:51:00	0:03:00	39,458.04	1,972.90	0.00	0.00	2,735.54	136.78
347	12.13 08:15:36	0:07:12	42,193.58	5,063.23	0.00	0.00	0.00	0.00
347	12.13 08:30:00	0:15:00	41,749.25	10,437.31	0.00	0.00	444.33	111.08
347	12.13 08:45:00	0:15:00	40,531.46	10,132.86	0.00	0.00	1,662.12	415.53
347	12.13 09:00:00	0:15:00	37,680.22	9,420.06	0.00	0.00	4,513.36	1,128.34
347	12.13 09:15:00	0:15:00	35,115.23	8,778.81	0.00	0.00	7,078.35	1,769.59
347	12.13 09:30:00	0:15:00	32,964.64	8,241.16	0.00	0.00	9,228.93	2,307.23
347	12.13 09:45:00	0:15:00	31,556.85	7,889.21	0.00	0.00	10,636.72	2,659.18
347	12.13 10:00:00	0:15:00	29,884.01	7,471.00	0.00	0.00	12,309.57	3,077.39
347	12.13 10:15:00	0:15:00	28,719.33	7,179.83	0.00	0.00	13,474.25	3,368.56
347	12.13 10:30:00	0:15:00	27,388.34	6,847.08	0.00	0.00	14,805.24	3,701.31
347	12.13 10:45:00	0:15:00	25,849.89	6,462.47	0.00	0.00	16,343.69	4,085.92
347	12.13 11:00:00	0:15:00	23,625.50	5,906.38	0.00	0.00	18,568.08	4,642.02
347	12.13 11:15:00	0:15:00	21,804.30	5,451.08	0.00	0.00	20,389.28	5,097.32
347	12.13 11:30:00	0:15:00	19,727.77	4,931.94	0.00	0.00	22,465.81	5,616.45
347	12.13 11:45:00	0:15:00	19,063.52	4,765.88	0.00	0.00	23,130.06	5,782.51
347	12.13 12:00:00	0:15:00	18,322.22	4,580.56	0.00	0.00	23,871.35	5,967.84
347	12.13 12:15:00	0:15:00	18,034.48	4,508.62	0.00	0.00	24,159.10	6,039.77
347	12.13 12:30:00	0:15:00	17,562.73	4,390.68	0.00	0.00	24,630.85	6,157.71
347	12.13 12:45:00	0:15:00	17,368.49	4,342.12	0.00	0.00	24,825.09	6,206.27
347	12.13 13:00:00	0:15:00	17,093.46	4,273.37	0.00	0.00	25,100.12	6,275.03
347	12.13 13:15:00	0:15:00	17,081.24	4,270.31	0.00	0.00	25,112.33	6,278.08
347	12.13 13:30:00	0:15:00	17,141.34	4,285.33	0.00	0.00	25,052.24	6,263.06
347	12.13 13:45:00	0:15:00	17,762.95	4,440.74	0.00	0.00	24,430.63	6,107.66
347	12.13 14:00:00	0:15:00	18,701.72	4,675.43	0.00	0.00	23,491.85	5,872.96
347	12.13 14:15:00	0:15:00	19,901.56	4,975.39	0.00	0.00	22,292.01	5,573.00
347	12.13 14:30:00	0:15:00	20,630.89	5,157.72	0.00	0.00	21,562.69	5,390.67
347	12.13 14:45:00	0:15:00	21,537.75	5,384.44	0.00	0.00	20,655.83	5,163.96
347	12.13 15:00:00	0:15:00	21,598.34	5,399.59	0.00	0.00	20,595.24	5,148.81
347	12.13 15:15:00	0:15:00	22,617.91	5,654.48	0.00	0.00	19,575.67	4,893.92
347	12.13 15:30:00	0:15:00	28,641.78	7,160.45	0.00	0.00	13,551.79	3,387.95
347	12.13 15:45:00	0:10:48	38,742.92	6,973.73	0.00	0.00	3,450.66	621.12
347	12.13 15:52:11	0:03:36	39,689.18	2,381.35	0.00	0.00	2,504.40	150.26
354	12.20 08:19:48	0:04:48	42,193.58	3,375.49	0.00	0.00	0.00	0.00
354	12.20 08:30:00	0:12:36	41,920.55	8,803.32	0.00	0.00	273.03	57.34
354	12.20 08:45:00	0:15:00	41,110.18	10,277.55	0.00	0.00	1,083.40	270.85
354	12.20 09:00:00	0:15:00	38,706.02	9,676.50	0.00	0.00	3,487.56	871.89
354	12.20 09:15:00	0:15:00	35,895.92	8,973.98	0.00	0.00	6,297.66	1,574.41
354	12.20 09:30:00	0:15:00	33,552.35	8,388.09	0.00	0.00	8,641.23	2,160.31

Revised Appendix B - Shadow Calculations

5M Revised Project - Boeddeker Park

DayNum	Date+Time	Duration	ExSF	ExSFHr	NewSF	NewSFHr	SunnySF	SunnySFHr
354	12.20 09:45:00	0:15:00	32,172.48	8,043.12	0.00	0.00	10,021.10	2,505.27
354	12.20 10:00:00	0:15:00	30,448.52	7,612.13	0.00	0.00	11,745.05	2,936.26
354	12.20 10:15:00	0:15:00	29,211.03	7,302.76	0.00	0.00	12,982.54	3,245.64
354	12.20 10:30:00	0:15:00	27,934.90	6,983.72	0.00	0.00	14,258.68	3,564.67
354	12.20 10:45:00	0:15:00	26,589.44	6,647.36	0.00	0.00	15,604.14	3,901.03
354	12.20 11:00:00	0:15:00	24,389.24	6,097.31	0.00	0.00	17,804.34	4,451.09
354	12.20 11:15:00	0:15:00	22,500.22	5,625.05	0.00	0.00	19,693.36	4,923.34
354	12.20 11:30:00	0:15:00	20,444.38	5,111.10	0.00	0.00	21,749.20	5,437.30
354	12.20 11:45:00	0:15:00	19,475.19	4,868.80	0.00	0.00	22,718.39	5,679.60
354	12.20 12:00:00	0:15:00	18,688.51	4,672.13	0.00	0.00	23,505.07	5,876.27
354	12.20 12:15:00	0:15:00	18,351.15	4,587.79	0.00	0.00	23,842.43	5,960.61
354	12.20 12:30:00	0:15:00	17,850.97	4,462.74	0.00	0.00	24,342.61	6,085.65
354	12.20 12:45:00	0:15:00	17,650.74	4,412.69	0.00	0.00	24,542.83	6,135.71
354	12.20 13:00:00	0:15:00	17,320.61	4,330.15	0.00	0.00	24,872.96	6,218.24
354	12.20 13:15:00	0:15:00	17,301.91	4,325.48	0.00	0.00	24,891.67	6,222.92
354	12.20 13:30:00	0:15:00	17,284.21	4,321.05	0.00	0.00	24,909.37	6,227.34
354	12.20 13:45:00	0:15:00	17,821.05	4,455.26	0.00	0.00	24,372.53	6,093.13
354	12.20 14:00:00	0:15:00	18,646.12	4,661.53	0.00	0.00	23,547.46	5,886.86
354	12.20 14:15:00	0:15:00	19,927.49	4,981.87	0.00	0.00	22,266.08	5,566.52
354	12.20 14:30:00	0:15:00	20,600.22	5,150.06	0.00	0.00	21,593.36	5,398.34
354	12.20 14:45:00	0:15:00	21,513.07	5,378.27	0.00	0.00	20,680.51	5,170.13
354	12.20 15:00:00	0:15:00	21,713.29	5,428.32	0.00	0.00	20,480.29	5,120.07
354	12.20 15:15:00	0:15:00	22,178.81	5,544.70	0.00	0.00	20,014.77	5,003.69
354	12.20 15:30:00	0:15:00	27,532.46	6,883.11	0.00	0.00	14,661.12	3,665.28
354	12.20 15:45:00	0:12:36	37,479.25	7,870.64	0.00	0.00	4,714.33	990.01
354	12.20 15:54:36	0:04:48	39,829.06	3,186.33	0.00	0.00	2,364.52	189.16
			21,146,029.11	4,840,839.82	3,792.01	487.59	27,204,018.34	6,788,488.28

Summary of Results		
cadp annualized net new shadow	6,583.18	sqfthr
Annual Available Sunlight (TAAS), based on City's AAS Factor	157,345,443.75	sqfthr
Annual Shadow Increase as a Percentage of AAS	**0.00418%**	

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Jeremy Villalon and I am a resident/worker at Daly City, CA / San Bruno CA (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Jeremy Villalon
- Peer Teacher - Skyline College
- MFA Candidate - San Francisco Art Institute
- 81 Arlen Ct
Daly City CA 94015

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Alvin Gubatina and I am a resident/worker at PINOY EDUCATIONAL PARTNERSHIP (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Alvin Gubatina

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is VINCENT SUSA and I am a resident/worker at 47 Lee Ave. SAN FRANCISCO, CA 94112 (Address of residence/work).

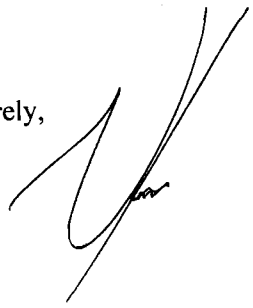
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is JULIAN PETER BYRNS and I am a resident/worker at BURTON HIGH SCHOOL, VIS VALLEY (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Julian Byrns

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Alaina Carly Magnel and I am a resident/worker at 1470 S Mayfair Ave, Daly City, CA 94015 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Dina DelRosario and I am a resident/worker at 47 Lee Ave., SF CA 94112 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Deodor Tranco and I am a resident/worker at 647 San Diego Ave., Daly City CA 94014 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is JASON AGPAOA and I am a resident/worker at THE CALIFORNIA ACADEMY OF SCIENCES (Address of residence/work).

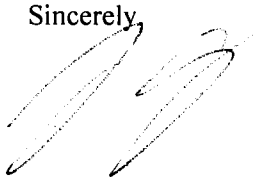
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Michelle Lapitan and I am a resident/worker at Pinoy Educational Partnerships (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Michelle Lapitan

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is RODERICK DAVIS- MAGBUAL and I am a resident/worker at 1010 MISSION STREET SF, CA (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Andrea G. Posadas and I am a resident/worker at St. Thomas More School in San Francisco (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Andrea G. Posadas

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Arlene Daus-Magbual and I am a resident/worker at 1000 CAYUGA AVE SF, CA 94112 (Address of residence/work).

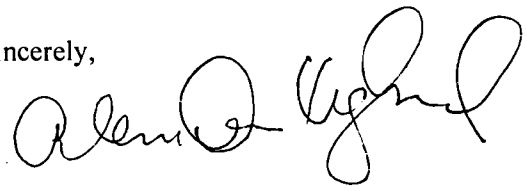
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Angelica Fausino and I am a resident/worker at
80 Belle Avenue, San Francisco, CA 94132 (Address of residence/work).

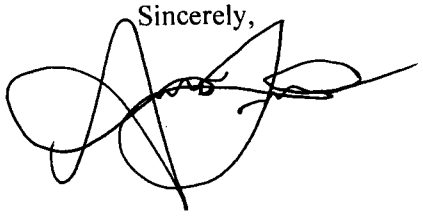
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Lorenzo Finau-Cruz and I am a resident/worker at 214 Perry Street Redwood City CA 94063 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Marcelina Valenzuela and I am a resident/worker at 415 Jones St. Apt 308 (Address of residence/work).

I have been living/working in this neighborhood for 13 (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Marcelina Valenzuela

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is FEDERICO ZOSA and I am a resident/worker at 312 GUTTENBERG ST SF CA 94112 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is CORNELIA ISULAT and I am a resident/worker at 848 Kearny St. Apt. 407 SF, CA (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

CORNELIA ISULAT

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Catherine Joaquin and I am a resident/worker at 3543 18th Street, #73, San Francisco, CA 94110 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Catherine Joaquin

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Caroline Cabading and I am a resident/worker at 248 St. Charles Avenue, SF CA 94132 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Karyn Smoot and I am a resident/worker at Rainbow Grocery 1745 Folsom (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Andrew Szeto and I am a resident/worker at 1414 16th Ave SF, CA 94122 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is MARY JANE GALANG and I am a resident/worker at 225 Anderson Street (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Francisco Carcellar and I am a resident/worker at Filipino Community Center (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Francisco Carcellar

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is EDWIN HERRERA and I am a resident/worker at FILIPINO COMMUNITY CENTER (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
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4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is MIHEVL PORID and I am a resident/worker at FILIPINO COMMUNITY CENTER (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Jessica Page and I am a resident/worker at 1722 Yosemite Dr. Milpitas (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

JPage

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Mia Gonzalez and I am a resident/worker at 908 Valencia St SF CA 94110 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

M. Gonzalez

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Pyxie Castillo and I am a resident/worker at 4681 Mission Street SF, CA (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Pyxie Castillo

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Augustus Tagaro and I am a resident/worker at 157 Bertha Street, SF CA 94112 (Address of residence/work).

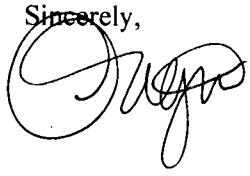
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Sarah Maya De Guzman and I am a resident/worker at 38 Minerva St., SF, CA, 94117 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Sarah Maya D. Guzman

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Erick Arguello and I am a resident/worker at 1065 Hampshire St SF CA 94110 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Jane Yamada and I am a resident/worker at 174 27th Ave SF 94121 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Jane Yamada

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Phil Chaves and I am a resident/worker at 1010 Balan-han Center, Mission St. (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely, P. Chaves

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Cyrla Chu and I am a resident/worker at 663 Clay St. SF CA 94111 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Cyrla Chu

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is JUL CUSTODIO and I am a resident/worker at 174 LOWELL ST. SANFRANCISCO 94112 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is GABRIEL DE LA CRUZ and I am a resident/worker at 174 LOWELL ST, SF, CA 94112 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Dale Maglalang and I am a resident/worker at 267A Brighton Ave, San Francisco CA 94112 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely, Dale Maglalang

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Rose Arreta and I am a resident/worker at 2747 Harrison St, SF (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Rose Arreta

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Mitchell I. Bonner and I am a resident/~~worker~~ at 645 Bush St, San Francisco, 94108 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Mitchell A Bonner

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is BEN MARCEL SANTIAGO (AKA: BENITO) and I am a resident/worker at 151 DUBOCE AVE #4 SAN FRANCISCO, CA 94103 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Ben M. Santiago
(AKA: Benito)

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is ANDY BLUE and I am a resident/worker at 275 DOLORES ST. SF CA 94103 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Andy Blue

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Nicole Meñez and I am a resident/worker at American Conservatory Theater (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Nicole A. Meñez

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is CHIRAG BHAKTA and I am a resident/worker at 1750 LOMBARD ST. SF. CA 94123 (Address of residence/work).

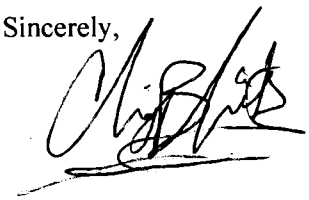
I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is HELINOA B. LOPEZ and I am a resident/worker at 525 GOLDEN GATE AVE., SF, CA 94102 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

2nd Generation Filipina-American

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is RAYMOND BAYAUA and I am a resident/worker at 967 MISSION ST. SAN FRANCISCO CA. (Address of residence/work).
I have been living/working in this neighborhood for 8 mos. (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is PACITA C. FERNANDEZ and I am a resident/worker at 345 JONES ST., APT. 507, SAN FRANCISCO, CA 94102 (Address of residence/work). I have been living/working in this neighborhood for FOUR (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

PACITA C. FERNANDEZ

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is ZOSIMA BELTRAN and I am a resident/worker at 1850 Pine Street Apt 506, SF CA 94109 (Address of residence/work).

I have been living/working in this neighborhood for 15 (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Zosima Beltran

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is MARIA KEMP and I am a resident/worker at 848 KEARNY ST. #1004 (Address of residence/work).
I have been living/working in this neighborhood for 9 YRS. (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely, Maria Kemp

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is TERRY ZOSA and I am a resident/worker at 848 KEARNY ST, #1004 (Address of residence/work).
I have been living/working in this neighborhood for 9 YRS. (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Caroline Calderon and I am a resident/~~worker~~ at 1010 Mission St, SF, CA 94103 (Address of residence/work).
I have been living/working in this neighborhood for 3 (months/years).

I am writing to express my strong opposition to Forest City's 5M Project. As a resident/worker, this development will directly impact my everyday life for the following reasons:

1. The development will block my access to natural light because of its out of scale height.
2. The height of this building is too high for my neighborhood.
3. I am concerned of the impacts to wind which will create wind tunnels that will be harder for pedestrians like me to walk around places such as bus stops, stores, mall, open space, etc.
4. This development will add more traffic in my neighborhood, where my life can be at risk especially for pedestrians like me.
5. The construction of this development will bring toxic air and noise pollution to residents, workers, pedestrians, seniors, and children from the nearby school.

For these reasons, there should be no any initiation plan to vote for creating a Special Use District just for this development while the entire neighborhood suffer from these impacts.

As a concerned citizen whose life will be affected by this development, the harmful impacts should not be ignored or overlooked. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Caroline Calderon

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Raionel Usi and I am a resident/worker at 1075 Washington St. #6 CA S.F. 94108 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is ALONZO BUI and I am a resident/worker at 655 PACIFIC AVE #401 SF, CA 94133 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is SEAN TANGCO and I am a resident/worker at
755 25th AVE SAN FRANCISCO CA 94121 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,



* Please listen to our voices and words, this is people's families and livelihoods and stake.

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Romyn Sabatchi and I am a resident/worker at 755 25th Ave, San Francisco, CA 94121 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
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5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Romyn Sabatchi

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

cultural relevancy = human relevancy.

Take away someone's culture, you take away their humanity.

people over profit. !!
That's the bottom line.

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Frank Vallecillo and I am a resident/worker at 1978-35th Ave., San Francisco, CA 94116 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Frank Vallecillo

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is LINDA VICORIA and I am a resident/~~worker~~ at 1235 Mcallister St #216 (Address of residence/~~work~~) SF 94115

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Theresa Flamberich and I am a resident/worker at 1360 Mission Street (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

August 4, 2015

Via Fax & Email

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong and Planning Commissioners,

My name is Richard Dagunag and I am a resident/worker at 544 Capp St SF 94110 (Address of residence/work).

I am writing to express my strong opposition to Forest City's 5M Project. There should be no initiation of the development for the following reasons:

1. We need to preserve the culture and history of existing San Francisco neighborhoods and communities.
2. This development will increase property values and result in more speculative behavior and evictions, further displacing our communities.
3. This development does not comply to existing zoning including the SoMa Youth, Family, and Seniors Zone or the proposed Filipino Heritage District.
4. There should be no spot zoning because this will set precedent for future developments that do not support current community planning efforts nor engage in meaningful community participation or input.
5. Harmful impacts should not be ignored and need to be carefully examined.

I am speaking as a concerned citizen who believes in development that addresses critical community needs. I urge the Planning Commission to value public concerns during this process.

Thank you for your consideration of these comments.

Sincerely,

Richard Dagunag

cc:
Cindy Wu
Michael Antonini
Rich Hillis
Christine D. Johnson
Kathrin Moore
Dennis Richards

Received at CPC Hearing 8/6/15
K. Guy

Thank you Commissioners, for listening to us so far. We are here again today to ask you first, Vote NO on the Initiation of the General Plan Amendments and also to request a CONTINUANCE on the study of the Draft EIR.

My name is Jane Weil. I am a resident of SOMA, am appointed by Jane Kim to represent D-6 on PROSAC, Park & Rec Advisory Board. I am on the Board of the Central Market CBD. I also represent Central Market on the Better Market Street Study and for ten years was on the Board of SOMAC, South of Market Childcare, where we serve families nearly 200 families from SOMA, 60% subsidized

I know my neighborhood!!

This project is too enormous to rush through the process and requires much more study.

The image here shows how this tower will dwarf the surrounding neighborhood, including the Mint, the Chronicle building and even the Intercontinental hotel. It is totally out of scale and must be reduced.

The studies presented with the EIR are outdated and incomplete.

There are no studies on the current proposal, which is 10% higher than what was studied and has different building massing.

Even slight changes to the plan change the shadow and wind impacts, and we disagree with the way the EIR minimizes the effects.

Traffic studies were done in 2012, and based on numbers from 2008....way out of date.

Code 295 deals with Rec & Park controlled space, 146 deals with streets and 147 covers plazas. There is no code that deals with the impacts of shadows that a 47 story tower will cast on our homes!

There are so many spaces that will be shadowed by this proposal; UN Plaza, Halladie Plaza, Mint Plaza, Yerba Buena Gardens, Jessie Square, Bodedkker park, Manalo Draves park, Gene Friend and more. The children from SOMACC use the gardens in Yerba Buena everyday...sunlight is important to them!

We must have the current plan restudied to accurately know the shadow and wind impacts on these spaces!

Under the old scheme, wind exceedences were present on ALL of the tested sites on the proposed open space...41% of the time! On the proposed Chronicle Rooftop open space 25% of the time....Who is really going to hang out up there?? Seriously?

The Intercontinental across the street is trying to buy back its sixth floor open space because it is too windy to use and nobody goes up there!

Hazardous wind conditions are created all along 5th Street particularly between Tehama and Howard. The EIR says this is ok because nobody sits out there. This is NOT ok. Many elderly people walk this neighborhood all the time and cannot proceed in Hazardous winds!!

This is NOT acceptable and it is irresponsible to not have accurate information and updated studies before you proceed in initiating this plan or provisionally accepting this EIR.

Please enter this letter from a group of concerned citizens into the record.

Thank you.

Janet Weil
8/6/15

unable to stay to deliver in person

Received at CPC Hearing 8/6/15

K. Gray

August 6, 2015

President Rodney Fong
San Francisco Planning Commissioners
1650 Mission Street, 4th Floor, Suite 400
San Francisco, CA 94103

Re: 925 Mission St (5M Development)
File No 2011.0409PCA
Initiation of General Plan Amendments

Dear President Fong and Planning Commissioners:

The SoMa Action Committee (S.M.A.C.) is a coalition of residents, community-based organizations and small businesses. We are writing to demand that the Planning Commission vote not to initiate the General Plan Amendments proposed for the 5M Development.

We respectfully submit this comment letter on the "General Plan Amendment Initiation" document ("Amendment document") dated July 30, 2015 for the proposed 5M Project (the "Project") located at 925-967 Mission Street (the "Project Site") by Forest City Enterprises, Inc. (the "Developer"). The Amendment document includes the "Planning Commission Draft Resolution Case No. 2011.0409PCA," which includes the proposed Ordinance.

I. KEY REASONS TO VOTE NOT TO INITIATE

This Planning Commission should vote not to initiate the General Plan Amendments because:

1. **The proposed General Plan Amendments would create a second Financial District, which is not intended in the City's General Plan.** The Project Site is currently zoned under C-3-S Zoning, called "Downtown Support," and RSD Zoning, called "Residential/ Service Mixed Use." What the Developer is proposing with these General Plan Amendments would be completely out of scale with the intent of "Downtown Support" and "Residential/ Service Mixed Use. So much so that the proposed amendments to the General Plan would in effect create a second Financial District; **and**

2. **Approving this General Plan Amendments would effectively allow the 5M Project to max out the large office allocation for the entire City.** If approved, nearly 85% of the City's office allocation will go to this single project; **and**

3. **Each "Basis for Recommendation" in the General Plan Amendment document is invalid.** Each "Basis for Recommendation" listed is insufficient and

faulty. These pertain to office and retail use, housing, transit, and the goals of the General Plan; **and**

4. **The Developer has not presented to Planning a fully considered Development Plan that is consistent with the existing zoning (the "Code Compliant Project Alternative").** The Code Compliant Project Alternative would not require General Plan Amendments. Only project alternatives complying with existing zoning should be considered; **and**

5. **The Central SoMa Environmental Impact Report (EIR) must include the 5M Project, inclusive of the Youth and Family Special Use District, and that respects the Filipino Heritage District.** The Project is geographically embedded in the Central SoMa Plan Area, yet it is currently not included in the Plan Area. Carving the Project out to be evaluated exclusive of the community planning process violates the California Environmental Quality Act (CEQA) review for the Central SoMa Plan Area and constitutes Spot Zoning; **and**

6. **The impact of the 5M Project has not been evaluated within major, current and future traffic changes.** New traffic patterns are being implemented with the closing of Market Street to car traffic and the lane reduction on 5th Street. The 5M Project has not been evaluated with consideration of these major traffic changes; **and**

7. **Although it appears to remain consistent with surrounding zoning, this project proposal is clearly an attempt at Spot Zoning.** The carve out of the Project from the Eastern Neighborhoods Plan and the Central SoMa Plan, as well as the de facto Spot Zoning of the C-3-S "Downtown Support" Zone, sets a dangerous precedent and is bad City planning.

II. COMMUNITY DEMANDS

The following actions should be taken with respect to the General Plan Amendments:

1. **The Planning Commission should vote <u>not</u> to initiate the General Plan Amendments; and**

2. **The 5M Project should be included in the Central SoMa Plan; and**

3. **The Developer should present a Code Compliant Project Alternative that respects the Filipino Heritage District and the Youth And Family Zone; and**

4. **The Developer should present a Code Compliant Project Alternative consistent with existing and future community needs, including major traffic changes, and that is consistent with the characteristics of the neighborhood.**

III. FURTHER INFORMATION

The SoMa Action Committee (S.M.A.C.) is a coalition of residents, community-based organizations and small businesses who have come together to address the economic and social impacts of new development in the South of Market neighborhood. The coalition includes the South of Market Community Action Network (SOMCAN), the Filipino-American Development Foundation (FADF) located at the Bayanihan Community Center, the Veterans Equity Center, Manilatown Heritage Foundation, Galing Bata, Linguistics and Kulture Advocacy Society (LAKAS), Save Our SOMA, and the Plaza 16 Coalition.

We believe that there are several reasons why the Planning Commission should vote not to initiate the General Planning Amendments. These reasons are stated in brief above and are outlined in further detail below.

The proposed General Plan Amendments would create a second Financial District, which is not intended in the City's General Plan. The Amendment document states that the Developer is proposing to unify the Project Area "under the C-3-S Zoning District, which currently applies to the majority of the site." C-3-S Zoning is called "Downtown Support." A small portion of the Project Site is also under RSD Zoning, called "Residential/ Service Mixed Use." The Project the Developer is proposing with these General Plan Amendments would be completely out of scale with the intent of "Downtown Support" and "Residential/ Service Mixed Use."

In the Planning Code, the definition of "Downtown Support" is "to accommodate important supporting functions such as wholesaling, printing, building services and secondary office space. It also contains unique housing resources." The approach of the proposed Project is to retain the C-3-S Zoning, but the Project would also be separate from the Central SoMa Plan. The current heights and bulk restrictions (without the General Plan Amendments) are in keeping with the C-3-S District. However, the proposed Project is more similar in scale to Financial District developments north of Market Street and Transbay to the east, but not adjacent.

Thus, the size and scale of the buildings, will change the use of the C-3-S Zoning, and create a second Financial District in the City. This is not intended in the City's General Plan, which clearly delineates other areas for C-3-O ("Downtown Office") and C-3-O (SD) ("Downtown Office Special Development") use.

Approving this General Plan Amendment would effectively allow the 5M Project to max out the large office allocation for the entire City. Prop M limits the annual office space allocation to 950,000 square feet total for all of the City's developments. The Project proposes 807,600 square feet of office space. This is equal to 85% of the entire City's allocation. Furthermore, all of this office space will be concentrated in one project and area. By this measure alone, it is clear this development is not "Downtown Support,"

but is more similar to C-3-O (SD), which is for the area around Transbay, not this section of SoMa.

Each "Basis for Recommendation" in the General Plan Amendment document is invalid. In the "Basis for Recommendation" section of the Amendment document, the Planning Department staff fails to present why such extreme benefits should be conferred to the Developer.

The first listed Basis for Recommendation states, "The initiation will enable... the 5M project to proceed." Approving a project so it can proceed is not a justification for amending the General Plan; it is simply a possible result if the General Plan Amendment is approved. This makes the proposed Project appear to be inevitable or at least consistent with the area around it, while neither is true.

The second Basis states, "The project will add office and retail uses that will contribute to the employment base of the City and bolster the viability of the Downtown Core as the center of commerce for the City." As stated above, the Project will concentrate most of the City's Prop M allocation in one location. This concentration is at the expense of any other office space proposed throughout the City. Furthermore, the scale of the 5M Project, the Transbay Terminal, and other projects, will in effect create a second Financial District. Under the current zoning, office and retail may be developed. However, Planning staff fail to present in the Amendment document why adding height and bulk to the current zoning, and thereby changing the use of the area, would benefit the City and community.

The third Basis states, "The Project will add housing opportunities within a dense, walkable urban context." Planning staff fail to present why adding housing above current zoning would benefit the City and community. Also, the lack of traffic analysis for the major, current and future changes, and the increased traffic generated by the Project itself, could cause a dangerous environment for pedestrians.

The fourth Basis states, "The site [will add] ... publicly accessibly [sic] open spaces..." The only open spaces proposed are a rooftop open space, a pedestrian-only portion of Mary Street and courtyards between the Project's buildings. All of these open spaces will be shadowed by the Project's own towers and all the surfaces are hardscaped. The rooftop space has no accessibility plan for public access and is not visible from the street level. The Project's towers will also cause significant shadow impacts to existing open spaces, such as Father Alfred E. Boeddeker Park in the Tenderloin, Yerba Buena Gardens, UN Plaza, Hallidie Plaza, Jessie Square, and Victoria Manolo Draves (VMD) Park.

The fifth Basis states, "... Employees and residents would be able to walk or utilize transit ... without reliance on the private automobile." The Project proposes more than doubling the existing number of parking spaces on the Project Site to 463 parking spaces even though zero spaces are required in a new development on this site.

Studies, such as a 2014 study by the California Housing Partnership, show that people who can afford higher housing costs, are more likely to use their cars instead of public transit. With the majority of the housing, office and retail space proposed being market-rate– catering to San Francisco's high-end market– the influx will increase private automobile use.

The final Basis states, "The project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan." If the Project fits the General Plan, then why would Planning need to amend the General Plan to fit the development? The Project clearly does not fit with the General Plan.

The Central SoMa Environmental Impact Report (EIR) must include the 5M Project, inclusive of the Youth and Family Special Use District, and that respects the Filipino Heritage District. There is no valid reason to exclude the 5M Project from the Central SoMa Plan.

The first hearing for the Central SoMa Plan and the 5M application to Planning to initiate the review of the Project both happened in April 2011. Therefore, there is no reason why the 5M project, especially considering how large of a footprint it occupies, should have been planned separately from the Central SoMa Plan. The Amendment document states, "The Planning Department began conversations with the project sponsor in 2008." But Planning's conversations with the Developer are irrelevant. The Developer did not submit their application to Planning until April 2011, and staff's work on Central SoMa planning had already begun. Therefore, all projects within the geographical boundaries of the Central SoMa Plan Area must be subjected to the Central SoMa planning.

In 2008, the SoMa Youth and Family Zone was established as part of the Eastern Neighborhoods Plan. The Zone was adopted to protect the delicate infrastructure and character of SoMa's low-income senior and family residential base. The SoMa Youth and Family Zone directs future development to maintain the low to mid-scale residential enclaves of 40 feet to 85 feet, and provides more restrictive controls on "large-footprint uses" that displace small neighborhood-serving businesses and community organizations.

The 5M Project Area was intentionally not removed from the SoMa Youth and Family Zone in order to maintain the sensitive character of this area. The proposed Project greatly exceeds the height limits of both the SoMa Youth and Family Zone and the Downtown C-3-S Zoning District.

Furthermore, the establishment of a Filipino Heritage District is of critical importance to preserve, enhance and advocate for Filipino cultural continuity, vitality, and community in the South of Market neighborhood. The neighborhood of San Francisco is home to many Filipino families since the 1960's. Vital cultural assets were established which represent the rich Filipino cultural and immigrant history in San Francisco. In order to recognize, protect and memorialize these South of Market Filipino cultural assets, the

Western Soma Citizens Planning Task Force proposed the Filipino Heritage Special Use District in West Soma.

The scale and magnitude of the buildings proposed in the 5M Project are such that the families and existing community living in SoMa will never be able to stabilize because of the resultant rising property values around the Project. The Project must be analyzed with consideration of the Filipino Heritage District SUD.

The impact of the 5M Project has not been evaluated within major, current and future traffic changes. The traffic changes to 5th Street and the closure of Market Street to cars will completely disrupt the traffic around the 5M Project. The current traffic pattern of heading north on 5th Street towards San Francisco Center, or coming from San Francisco Center, will be changed. Cars will no longer be able to make the right onto Market Street. This will be compounded by the Project's proposal to remove a lane of traffic on 5th Street to allow passenger-loading zones for the office and residential buildings. The change to the traffic patterns is in lieu of setting the proposed buildings back a few feet in order to provide the loading zones while not losing a lane of traffic. These major, current and future traffic impacts as they relate to the Project have not been studied by Planning.

Another inconsistency with the Project and the C-3-S Zone District pertains to traffic. The Project Area is zoned for no parking spaces to be provided "off street." The Planning Code states that the C-3-S Zone "is within walking distance of rapid transit on Market Street, and is served by transit lines on Third, Fourth, Mission and Folsom streets." However, the Developer is proposing to build a 463-car garage, where none is required. As cited above, studies show that people who can afford high-end housing are less likely to take transit. Providing parking will serve to enable that behavior. Therefore, not only will the Project's residents and employees have more cars; but other changes to traffic in Central SoMa that have not been evaluated relative to the Project could add significant traffic impacts to the neighborhood and the City.

Although it appears to remain consistent with the surrounding zoning, this project proposal is clearly an attempt at Spot Zoning. Spot Zoning is typically a practice where a site is zoned differently from all the parcels around it. Development that might occur on that site is then inconsistent and incompatible. Spot Zoning is problematic, has caused disruptions in San Francisco in the past, and has been litigated in various areas in California.

The 5M Project is clever in how it pursues Spot Zoning because it appears to remain consistent with the surrounding properties. First, it was carved out of both major land use planning efforts that should have included this site, Eastern Neighborhoods and Central SoMa. This appears to be a classic case of Spot Zoning. However, instead of trying to rezone the site as C-3-O (SD) "Downtown Office Special Development," it is proposing to retain the C-3-S "Downtown Support" Zoning, which has been the prevailing zoning for this section of the City for many years. The Project then attempts to accomplish its

Received at CPC Hearing 8/6/15
K. Guy

COMMUNITY DEMANDS REGARDING 5M REVIEW PROCESS

1. ADEQUATE REVIEW TIME

Provide sufficient time for adequate public review the beneficial and adverse impacts of the new project alternative. Delay the review deadlines to require that the project provide much more information and a reasonable time period for public review.

2. REVISE THE SUD

Revise the 5M SUD as presented to be more in keeping with the character of the neighborhood, and to assure that the city is receiving proportional benefit for its departure form the goals and objectives of the San Francisco General Plan. Respond to the public comments received to date at the July 23rd hearing.

3. EXPAND WIND AND SHADOW ANALYSES

Update and expand the wind and shadow impact studies of the revised project that have not been sufficiently analyzed, as noted in the public comments of the July 23rd Hearing. Include wind and shadow mitigation measures that eliminate "significant and unavoidable" adverse impacts, as identified in the EIR, as noted in public comments at the July 23rd hearing.

4. INCLUDE BETTER MARKET STREET AND SAFER MARKET STREET IMPACT ANALYSES

Include a detailed Impact Analysis Report of the the Better Market Street and Safer Market Street plans that have not been taken into account in detail, in determining the project's traffic and public transportation impacts of the 5M Project. Include an assessment of likely land use and transportation impacts of other significant transportation plans pending that may affect the 5M Project.

5. PROVIDE EFFECTIVE IMPACT MITIGATION MEASURES

Provide effective vehicular and public transportation mitigation measures that will fully mitigate the unacceptable LOS F conditions identified by the Transportation Impact Report for the intersections and travel lanes surrounding the 5M project.

6. ELIMINATE LOS F ADVERSE IMPACTS

Provide fully effective mitigation measures to correct the tremendous adverse impact on traffic flow, public transit capacity, and bicycle and pedestrian safety identified as LOS F in the Transportation Impact Report for 5th and 6th street, and Howard and Folsom Streets area. Provide a comprehensive and effective street and sidewalk plan for these streets to effectively mitigate these impacts at no cost to the city.

7. PROVIDE LOADING/UNLOADING, DROP OFF SPACE ON 5M SITE

Provide all 5M project loading/unloading, and drop-off requirements within the 5M site, and not on public space on city streets.

8. MODIFY OPEN SPACE PLAN

Provide and evaluate the effectiveness of an alternative modified, usable, and effective open space plan that ensures that the open space proposed by the project is as shadow-free and wind free as possible. Provide adequate public review time.

9. ASSESS THE DISPLACEMENT OF THE EXISTING COMMUNITY

Provide and evaluate the impact of the proposed project on the existing community with a property value study

10. MINIMIZE NEGATIVE IMPACTS ON THE MINT AND OTHER HISTORIC BUILDINGS

Provide a historic review study on the impacts of the proposal on the Mint, including shadow & wind, and traffic impacts on the front entrance.

TO: Members of the Planning Commission

FROM: Save Our Soma (SOS)

Members of the Commission,

We, SOS, a group of neighborhood residents, are writing to comment on deficiencies contained in the draft EIR for the 5M development as well as the proposed plan itself. As a result of these serious and substantive deficiencies, we demand a halt to the tightly-scheduled review process for the 5M development in order to address numerous, significant issues ranging from incomplete research in the Environmental Impact Report (EIR) to direct conflicts with the San Francisco General Plan. At least three issues in particular must be addressed. First and foremost, the potential grant of the Fifth and Mission Special Use District (SUD) represents an arbitrary and capricious instance of spot zoning which stands in direct conflict to the mandate of San Francisco General Plan. Second, although potential wind impacts created by the Residential and Office Schemes were evaluated, any inquiry into potential wind hazards created by the current version of the plan is non-existent. Lastly, the full transportation impact of the project has not been adequately considered, and must be evaluated.

The Revised Plan, to be presented on July 23, requires new technical analysis completed by qualified professionals, and presented to the Commission and the public for comment and response. The current schedule of September 6 for approval of the EIR Certificate and Conditional Use must be postponed until a complete technical analysis of the Revised Plan has been presented accurately and clearly illustrated.

I. The Fifth and Mission Special Use District is unjustified and enables development not in keeping with the character of the SOMA neighborhood.

Objective 1.2 of the East SOMA portion of the San Francisco General Plan reads: "strong building design controls . . . should ensure that these new buildings are compatible with their surroundings" so as maintain the character of the neighborhood. A grant of the requested SUD is a direct abrogation of those controls. As stated on page 146 of the Draft EIR, "the proposed buildings on the project site would be up to approximately 300 feet taller than buildings surrounding the site." Such a variation cannot be allowed to define "compatible with its surroundings." The EIR points to other large buildings in the vicinity to the East such as the Intercontinental Hotel, which itself was granted an exception to height limitations, and structures such as the PG&E Building which, although geographically close, are not part of the SOMA neighborhood, and consequently are zoned differently. Accepting those structures as relevant points of comparison would effectively open SOMA to the unbridled expansion of downtown.

> "The undifferentiated spread of tall buildings without appropriate transitions, or without deference to the larger patterns, iconic and irreplaceable relationships, or to key views of defining elements of the area's landscape, can diminish and obscure the city's coherence and the collective connection of people to their surroundings." (Draft Central SOMA Plan, p. 30)

The 5M project is planned for development in a C-3-S district. In such districts, floor area ratio (FAR) is limited to 5:1. This ratio can be expanded to 7.5:1 to accommodate increased on-site affordable housing under section 124(f) of the Planning Code. 5M, while only meeting the requirements for a fraction of this exception, would require a special treatment via the SUD to allow a FAR of 11:1, **more than double** the maximum original ratio for the zoning district. Furthermore, as stated on page 168 of the EIR, housing density in the neighborhood currently stands at 283 units/acre. Approval of the Fifth and Mission SUD would allow for **double** that ratio over the four acres the 5M project would occupy. Effective city planning principles support locating projects on sites that can absorb the higher densities into the surrounding neighborhood, but that is not the case here. We fail to see any justification for these gross exceptions to the city zoning code. These enormous variations from well-established standards would have a profound, negative impact on the surrounding neighborhood, and provide further evidence that the proposed deviations from established Planning Code regulations are not in keeping with the character of, and would be wholly detrimental to, the SOMA neighborhood.

Page 114 of the EIR reads "with implementation of the Fifth and Mission SUD and the project specific D4D the project would not obviously conflict with the planning code." But this is not the case without the SUD, as it clearly and obviously conflicts with the portions of the planning code enumerated above, as well as various others detailed in the report. (EIR, p. 71-72.) The proposed SUD is an unjustified exception to well-justified rules in return for which the developer confers insufficient relative benefits to the City.

Furthermore, such a grant incentivizes future developers to attempt to circumvent the provisions of the zoning code with further unjustified SUDs. To allow the SUD would be to undermine the established planning standards and practices and prove detrimental to the City as a whole. Construction of this magnitude in a neighborhood without structures of comparable size, and for no justifiable reason, opens the door to practically unlimited expansion of downtown into SoMa. For precedent, one need look no further than Vancouver, British Columbia, a city that provided the example we followed in the recent rezoning of the area around the under construction Transbay Terminal, to see what will follow should the fifth and mission SUD be approved. Within months of rezoning the frontage lots along major thoroughfares Vancouver has seen assemblages of estate size lots and smaller residential parcels to permit the type of high density structures previously seen only in that city's downtown. The differences in land values supported by the height /bulk ratio proposed by the project and the design criteria that apply to the rest of the SOMA neighborhood offer an incentive for assemblages that will trivialize the SOMA plan that has been years in the making.. The justifications for the Fifth and Mission SUD must be reevaluated with these considerations in mind.

II. Updated wind and shadow impacts which the Preservation Alternative will create have not been adequately analyzed, quantified and formally presented to the public based on the factual outcome of technical studies that must be performed by professionals.

"Buildings that are much taller than their surrounding buildings intercept and redirect winds that that might otherwise flow overhead, and bring them down the vertical face of the building to ground level, where they create ground-level wind and turbulence. These redirected winds can be relatively strong and also relatively turbulent, and can be incompatible with the intended uses of nearby ground-level spaces . . ." (EIR, p. 456.)

Although these effects have been evaluated under the Office and Residential Schemes, there has been no such evaluation and study assessing the revised design of the project, which most closely resembles the Preservation Alternative, which is noted in the EIR on page 478 as one "that [was] considered but ultimately rejected due to the potential to generate exceedances of the wind hazard conditions." It is our position that wind tunnel tests of the proposed alternative must be conducted prior to any formal approval of the plans in order to clearly understand why this alternative was initially rejected and to develop effective mitigation measures that will make this alternative acceptable.

Of particular concern is a statement on page 630 of the EIR: "consultation with a qualified technical expert and possible wind tunnel testing may be required to confirm that the Preservation Alternative would not result in new wind exceedances." The report indicates that the Alternative was considered and rejected, and that a further inquiry should be a condition of its application. Our position is thus supported by the professional analysis performed on this project, and a wind tunnel test must be performed to ensure compliance with the City Planning Code.

Furthermore, it is worth noting that, under the Residential and Office analyses, "the locations where new [wind speed] exceedances would be created are clustered primarily on the interior of the site (particularly along Mary Street), but also along the periphery of the site." (EIR, p. 483.) Also, "under the Office Scheme, the comfort criterion would be exceeded at all tested locations at Mary Court." (Ibid.) This is significant because a substantial amount of the public open space created by the development will be located at these sites. If the wind redirection of the Preservation Alternative is at all similar, the significant wind-related impacts of the project will be felt most prominently on space held open for the public, devaluing the benefit of the required creation of the space. This is entirely inconsistent with the purpose of having a public open space requirement, and must be evaluated by professionals so that effective mitigation measures can be developed to correct any unacceptable adverse impacts.

The impacts of shadows cast by the proposed development have also not been accurately and clearly illustrated. Section 295 of the City Planning Code forbids issuance of building permits authorizing the construction of any development which would cast shadow upon property under the jurisdiction of the Parks and Recreation Commission. Because the amount of additional shadow created would cause the cumulative shadow limit for Boddeker Park to be exceeded, a park usage study must be performed to corroborate the EIR's conclusions, and details presented.

As stated on page 629 of the EIR, the preservation alternative would cast shadow on Boeddeker Park. While the EIR states that the impact of this shadow would be "insignificant," it produces no data, studies or evaluation criteria which support its conclusions. A study which clearly evaluates, illustrates and quantifies shadow by time of day season-by-season is required. Additionally, the argument presented is primarily that the shadow would be cast upon the park entrance in the morning, and thus will be insignificant. However, this is clearly ineffective as a technical inquiry into the impact of any potential shadow. A study of usage of the park must be also performed to confirm the conclusions of the EIR.

In addition, the Revised Plan with its increased height and bulk potentially casts shadows on many other public spaces and a professional study must be produced to evaluate, quantify and illustrate the impact of these shadows at all hours and seasons, with the results made public. These spaces include, but are not limited to: UN Plaza, Halladie Plaza, Tutubi Plaza, Yerba Buena Gardens, Powell Street Cable Cary turnaround, Market Street spaces activated by the Better Market Street Plan. Where unacceptable adverse impacts on these spaces are identified, mitigation measures must be developed that successfully offset any adverse impacts.

III. The transportation impact of the project has not been sufficiently evaluated in light of the upcoming alterations to Market Street.

As reported in the San Francisco Chronicle[1] as recently as June 11th, two significant changes to the layout and traffic patterns on Market Street are currently planned, both with potential severe, adverse functional and environmental impacts on traffic in the 5M area. The "Safer Market Street Plan" will prevent private automobiles from entering Market Street between 3rd and 8th streets, reducing traffic on Market Street by up to 30-50%.[2] The question must be asked: where will this traffic go? The answer will invariably be onto the side streets, including those surrounding the 5M block causing congestion well beyond what is accounted for in the EIR. "The Better Market Street Plan," currently in development also seeks to improve Market Street and surrounding areas via "changes to roadway configuration and private vehicle access; traffic signals; surface transit, including transit-only lanes, stop spacing, service, stop location, stop characteristics and infrastructure; bicycle facilities; pedestrian facilities; streetscapes; commercial and passenger loading; vehicular parking; plazas; and utilities."[3] The transportation impact of the 5M development was assessed without consideration of these two substantial alterations to a major thoroughfare in its direct vicinity. Accordingly, the 5M EIR is incomplete and further analyses must be conducted to ensure that the project will not unacceptably burden transportation in surrounding areas in light of the actual conditions that will exist before, during and after the planned time of construction.

The Preservation Alternative would add an estimated 548 vehicle trips during the peak transportation hour. (EIR, p. 624.) Traffic conditions surrounding the building site are already strained, and the potential impact of the proposed alterations to Market Street will further exacerbate their condition. It is necessary that the potential effect of the 5M development on transportation in the surrounding area be reviewed in light of these substantial changes. The compounding impacts of 5M and the Market Street plans will create a significant transportation problem for the network of streets surrounding the changes, and further traffic analyses must be undertaken to assess their relative impacts. To that end, the construction plan must be also be reviewed in light of these changes to ensure that any finalized version has a means to adequately monitor compliance with the relevant City Codes.

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[1] http://www.sfgate.com/bayarea/article/In-safety-move-turns-onto-Market-Street-to-be-6319882.php

[2] https://www.sfmta.com/sites/default/files/projects/2015/Safer%20Market%20Street%20FAQ_1.pdf, p. 2

[3] http://www.sf-planning.org/index.aspx?page=4003

IV. Insufficient and ineffective mitigation measures have been proposed for the traffic impacts identified in the transportation study.

As is already well-known, the project area is already often *severely* congested with traffic. The EIR adds that: "Under 2040 cumulative conditions 17 of the 21 study intersections are projected to operate at LOS E or LOS F conditions ([compared to 9 under present conditions])." (EIR, p. 350.) Study intersection Level of Service (LOS) is rated on a scale from A (the best conditions, with free flowing traffic) to F ("LOS F [] indicates congested or overloaded conditions with extremely long delays." (Transportation Impact Report, p. 25.)) " [T]he proposed project, in combination with past, present and reasonably foreseeable development in San Francisco, would contribute considerably to significant traffic impacts at nine of the study intersections . . . and the significant cumulative impacts would be significant and unavoidable." (EIR, p. 353.) In brief, the 5M project will result in the worsening of 9 intersections[4] from varying acceptable degrees of LOS to the unacceptable LOS F during the peak travel hour. Thus, the adverse impact on traffic in the surrounding neighborhood will be severe unless a feasible mitigation strategy is identified and funded by the developer.

"Overall, no feasible mitigation measures were found to mitigate significant, cumulative impacts for the affected intersections." (EIR, p. 352.) By approving this project the City would be resigning itself to the exacerbation of an already significant problem. Furthermore, the anticipated capacity increase on Muni will lead to a situation where there will not be significant space to offset the increase in person-trips generated by the project.

"Muni screenlines and subcorridors at or near 85 percent capacity operate under noticeably crowded conditions with many standees. Because each screenline and most sub-corridors include multiple lines, each with several vehicles during the peak hour, some individual vehicles may operate at or above 85 percent of capacity and are extremely crowded." (Transportation Impact Report, p. 35.) This 85 percent figure represents the established Muni capacity utilization standard. (Ibid.) Under either the Office or Residential Scheme projected for 2040, the most popular screenline in the area, the Northwest, will average a capacity of 87 percent during the peak hour. (EIR, p. 355.) Although the other screenlines will be operating below this standard, it is significant to note that the most popular lines will already be "extremely crowded," and therefore unlikely to be much use in offsetting the potential traffic impact. If the City hopes that the severe increase in traffic will be offset by public transit, it must re-evaluate its plan going forward.

The potential impacts of this project, even before consideration of the Better and Safer Market Street plans have been taken into consideration, will, without question, result in a glut of traffic congestion in what is already an extremely busy part of the City. It is unacceptable that the 5M project could be allowed to go forward without a funded plan in place to alleviate the immense congestion that even these conservative reports predict. The onus is on the Planning and Transportation departments to work together to prevent or, at the very least, satisfactorily mitigate the substantial negative impacts that

[4] Fourth/Mission, Fourth/Howard, Fourth/Folsom, Fifth/Howard, Fifth/Folsom, Sixth/Folsom, Sixth/Harrison, Sixth/Bryant and Sixth/Brannan (EIR, p. 351-52)

are plainly foreseeable today, particularly in light of the potential grant of the Fifth and Mission SUD. If the City is to grant special permissions to the developer it must do so in a way that is keeping with its duty to the civic well-being and sustainable development, and thus it must produce and find funding for a plan to accommodate the significant increase in traffic if this project is to be approved.

V. The proposed pedestrian traffic and loading zone accommodations on Fifth Street will have a substantial, negative impact on vehicle traffic in the area, beyond what is identified in the EIR.

With regard to pedestrian traffic, the Residential and Office Schemes "would result in a significant impact at the east crosswalk and southeast corner of the intersection of Fifth/Mission Streets." (EIR, p. 321.) As mitigation strategy, the EIR proposes widening the sidewalk on the eastern side of Fifth Street, which would "require removal of the northbound right-turn lane between Mission and Minna Streets." The removal of this lane would create multiple traffic flow problems and is an entirely unacceptable solution.

First, as noted in the EIR, all traffic turning right onto Mission Street from Fifth Street would shift to what is presently the center northbound lane, creating delays. Second, because all right hand turns would have to occur from that lane, northbound bicycle traffic would be forced into the leftmost northbound lane to avoid the turning vehicles. The EIR states on page 330 that this "may result in a minor increase in vehicle-bicycle conflicts." This is an understatement. It is our position that these changes create hazardous traffic conditions as bicycles shift across lanes to avoid being pinned in by turning vehicles, as well as a potential problem with flow as traffic in the left hand lane will have to slow to accommodate the presence of bicycles moving at reduced speed. These changes will create increased potential for collisions, and are therefore inconsistent with the City's Vision Zero initiative to end traffic fatalities by 2024. Lastly, these changes would create a situation where three lanes traveling northbound are abruptly reduced to two as they cross Minna Street. This would result in increased lane changes as vehicles continue towards Mission Street, leading to further traffic delays.

Additionally, the 5M plan proposes changes to the sidewalk on the southbound side of Fifth Street to accommodate increased loading activity, which will lead to similar traffic and safety problems. The proposed changes, generally speaking, would widen the Fifth Street sidewalk on the southbound side from 10 to 18 feet between Mission and Howard Streets to accommodate several commercial loading bays. (EIR, p. 334.) This will produce a similar problematic result to the bicycle-vehicle conflict and traffic flow issues mentioned above. Because the dedicated right hand turn lane will be removed to widen the sidewalk, southbound vehicles attempting to turn right onto Howard Street will have to do so from what would otherwise be an exclusively southbound lane. Traffic will back up in a similar manner, and the potential hazard to bicyclists will be replicated.

To make these problems more pronounced, it is estimated that the 5M project "would generate about 309 deliveries/service vehicle trips per day on weekdays." (EIR, p. 334.) So, in addition to generating additional slowdowns in the existing amount of traffic on Fifth Street, the proposed plan will also bring a significant amount of new traffic to the area, much of which will need to use Fifth street to access both the on-street loading bays and various on-site loading facilities. Coupled with the changes to traffic flow around Market Street discussed in Section III, a significant traffic problem on Fifth Street could be created.

Furthermore, this appropriation of street space to make a development more feasible is wholly inconsistent with the San Francisco General plan, which states:

> "Like other public resources, streets are irreplaceable, and they should not be easily given up. Short-term gains in stimulating development, receipt of purchase money and additions to tax revenues will generally compare unfavorably with the long-term loss of public values. The same is true of most possible conversions of street space to other public uses, especially where construction of buildings might be proposed. A strong presumption should be maintained, therefore, against the giving up of street areas, a presumption that can be overcome only by extremely positive and far-reaching justification.[5]"

The 5M development does not provide the required justification. Although the street space is being repurposed as a pedestrian walkway, the utility it provides to the city is still being lost in the name of facilitating development. The redesign of this section of Fifth Street stands in direct contradiction to the mandate of the General plan, and cannot be allowed to go forward without a development of revised design that is not in contradiction with this mandate.

VI. Conclusion.

The 5M development's impact on the neighborhood has been insufficiently evaluated. The proposed Fifth and Mission Special Use District is an unwarranted instance of spot zoning which will compromise the aesthetic and cultural integrity of one of San Francisco's most treasured neighborhoods. It would grant special allowance for a structure which is totally inconsistent with the character of the neighborhood, cutting directly against the mandate of the San Francisco General Plan, while granting nothing of comparable value to the City in return.

Additionally, a necessary wind and shadow analysis, and a complete a full and complete transportation analysis have not been performed on the Revised Proposal. Because of the amendments to the 5M project, substantial further review is needed in order to verify the actual impact of the development on the surrounding environment. The 5M review process cannot progress without rectifying these oversights. Where significant and unavoidable adverse impacts are identified, appropriate mitigation measures must be identified to limit their significance as much as possible. These measures must be funded and enacted by the developer, so as to avoid an inappropriate burden on the City's taxpayers. As such, the City must halt the review process until such time as the full and total impact of the project, as well as any further steps that need to be taken, have been determined.

Sincerely,

Barbara and Saul Rockman
Jane Weil and Richard Fink
Hulya and Aydin Koc
Diana Sanders
Peter Hopkinson

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[5] http://www.sf-planning.org/ftp/general_plan/I5_Urban_Design.htm#URB_CON_2_8

Spot Zoning by simply amending the height and bulk limits within this C-3-S Zoning, even though these proposed amendments are consistent with other planning zones that are not contiguous with the Project Site.

This is bad City planning. The carve-outs and the de facto Spot Zoning disempower the community from being able to look at this development in the larger context. The height and bulk being proposed are completely incongruous with the C-3-S "Downtown Support" Zone, but the Project appears to retain its consistency by not changing the zoning designation. We are not fooled! Regardless of the tactics being deployed here, this is a classic case of Spot Zoning. Initiating the proposed General Plan Amendments for the Project would set a dangerous precedent in its blatant exclusion from City Planning.

IV. CONCLUSION

The 5M Project is inconsistent with the City's General Plan. It is ironic that the Planning staff memo says the Project fits the General Plan, while at the same time seeking a General Plan Amendment to make the General Plan fit the proposed Project. The Project Site represents the largest residential and office development in San Francisco outside of Transbay, and is completely out of character with the "Downtown Support" District. The Project has circumvented all community planning efforts undertaken in this part of the City since at least the Eastern Neighborhoods rezoning.

We urge the Planning Commission to reject this request to initiate the General Plan Amendment, and instead require the Developer to study a Code Compliant Project Alternative that is 1) consistent with the zoning for the C-3-S Downtown Support District; 2) respectful of the Filipino Heritage District and Youth and Family Zone; 3) environmentally superior to the proposed project; and 4) subjected to the rigors of community planning and input that Planning has undertaken for the past four years through the Central SoMa Plan.

Sincerely,

SoMa Action Committee (S.M.A.C.)

cc:

Cindy Wu, Planning Commission Vice President
Michael J. Antonini, Planning Commissioner
Rich Hillis, Planning Commissioner
Christine D. Johnson, Planning Commissioner
Kathrin Moore, Planning Commissioner
Dennis Richards, Planning Commissioner
John Rahaim, Director of Planning
Mayor Edwin Lee

Board of Supervisors:
District 1, Eric Mar
District 2, Mark Farrell
District 3, Julie Christensen
District 4, Katy Tang
District 5, London Breed, President
District 6, Jane Kim
District 7, Norman Yee
District 8, Scott Wiener
District 9, David Campos
District 10, Malia Cohen
District 11, John Avalos
Barbara Kautz, Goldfarb & Lipman LLP
Eric Phillips, Goldfarb & Lipman LLP

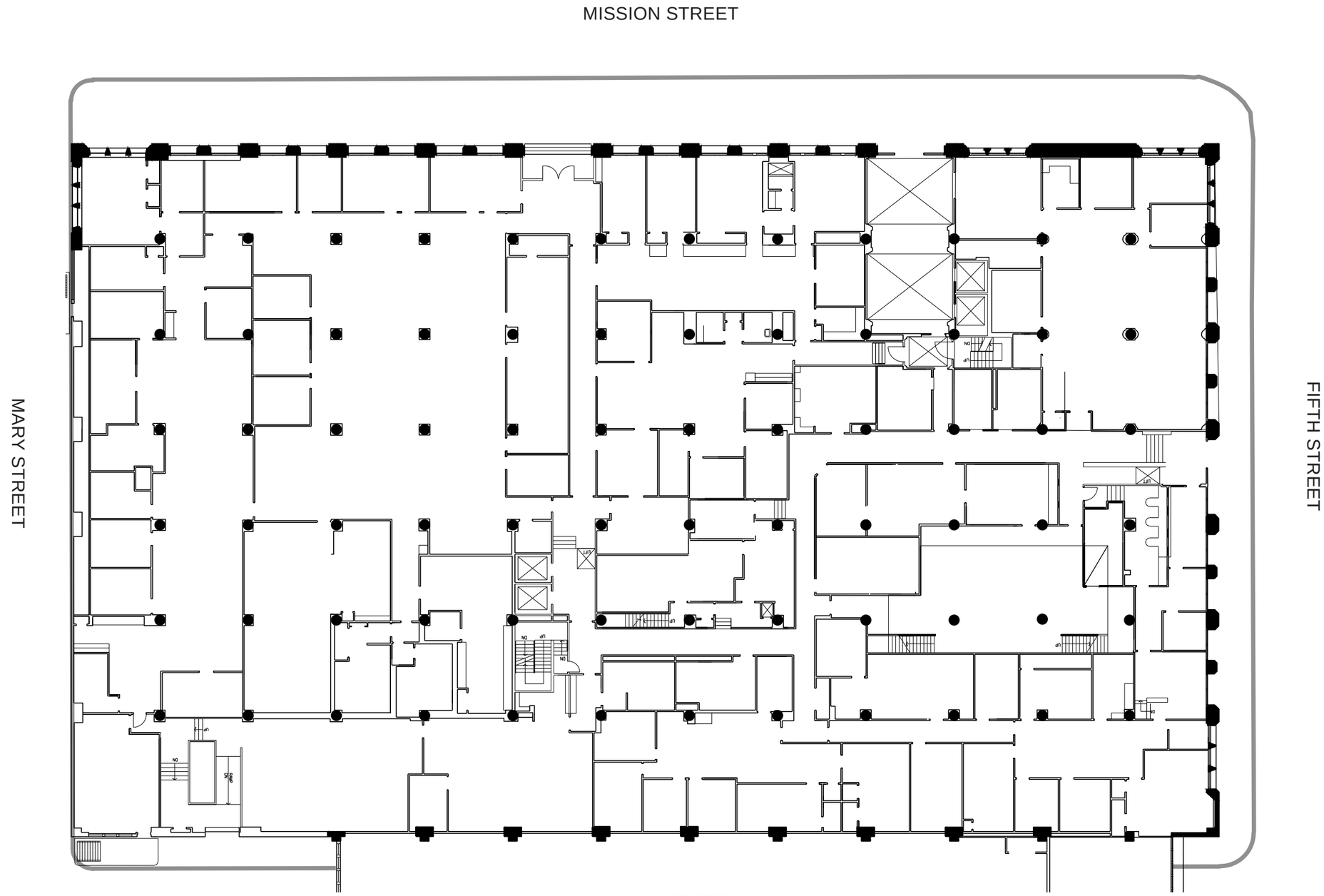
CHRONICLE BUILDING _ PROJECT CONDITIONAL USE APPLICATION

SELECTED PAGES

FORESTCITY

FIGURE 4A: TYPICAL PLANS

CHRONICLE BUILDING (EXISTING)

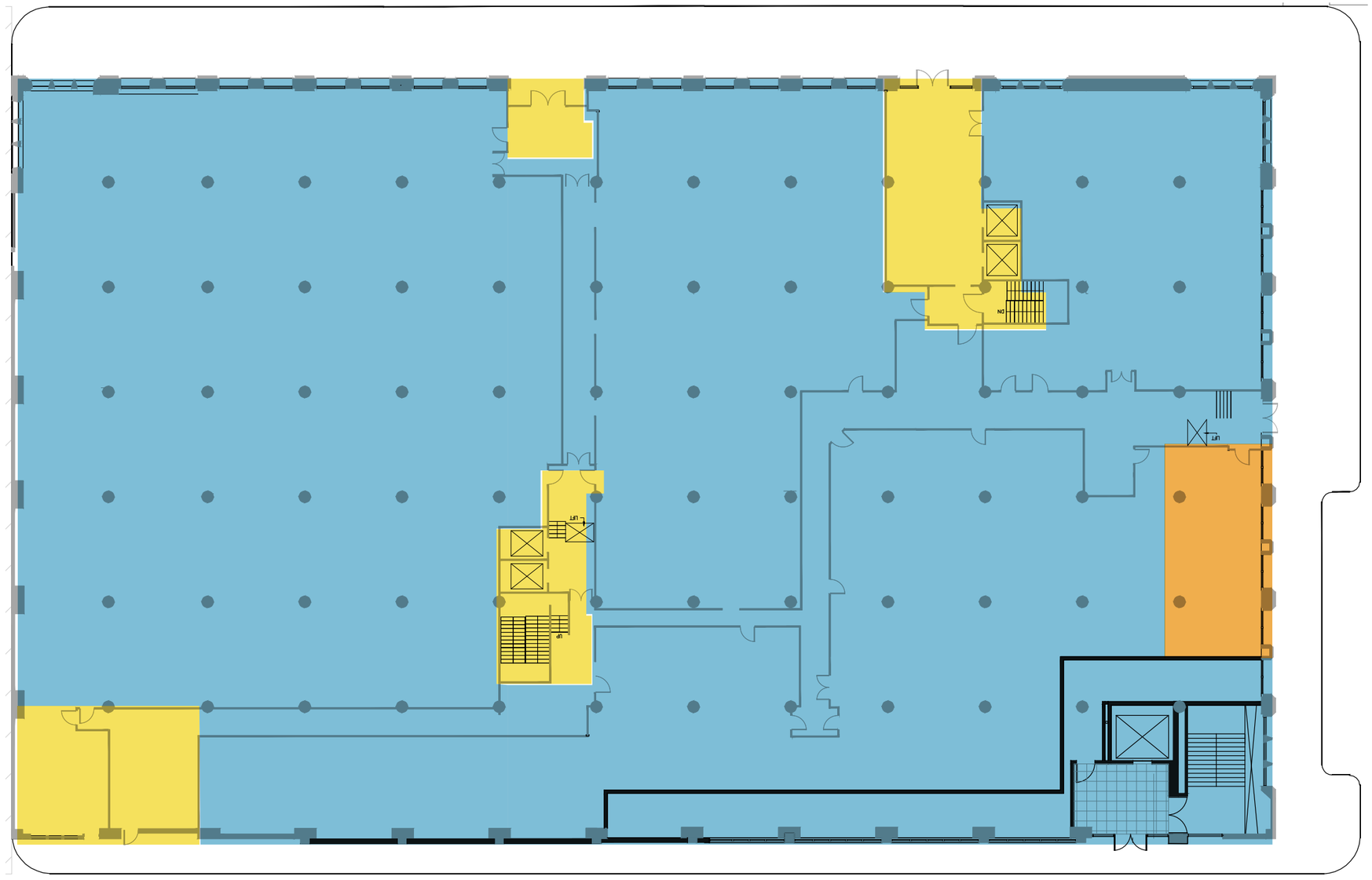


Ground Plan

0 50' 100'

FIGURE 4B: TYPICAL PLANS
CHRONICLE BUILDING (PROPOSED)

MISSION STREET



MARY STREET

FIFTH STREET

MINNA STREET

Uses Legend

- Neighborhood Retail
- Lobby / Core
- Building Services
- Bicycle Parking
- Vehicular Parking Access
- Vehicular Loading
- Child Care
- Non-profit Space
- Co-work / Office

NOTE: EXAMPLE PROGRAM LAYOUTS SHOWN

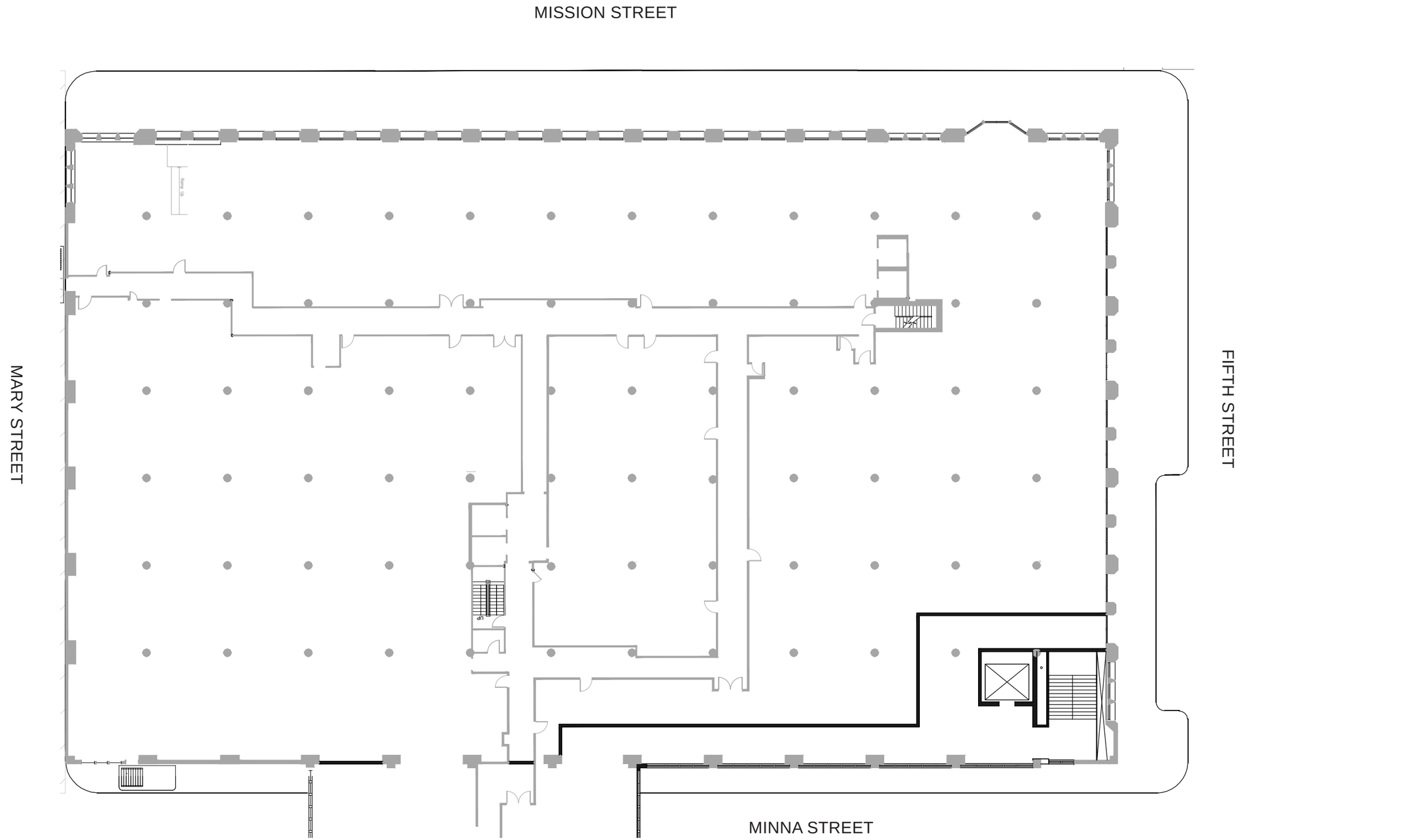
Ground Plan

0 50' 100'

N

FIGURE 4C: TYPICAL PLANS

CHRONICLE BUILDING (PROPOSED)



2nd/3rd Floor Plan

0 50' 100'

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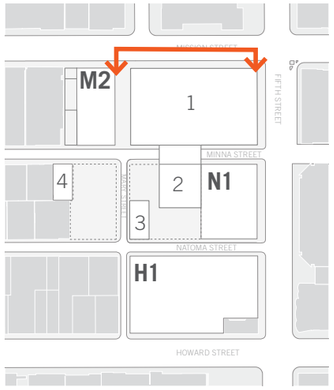
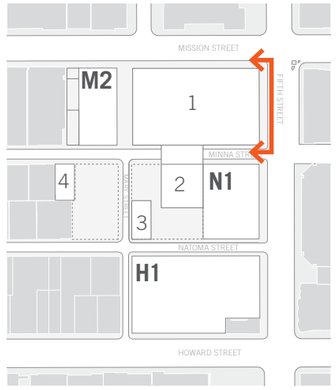
FIGURE 5A: TYPICAL ELEVATIONS
CHRONICLE BUILDING (EXISTING)



1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



North Elevation (view from Mission St)

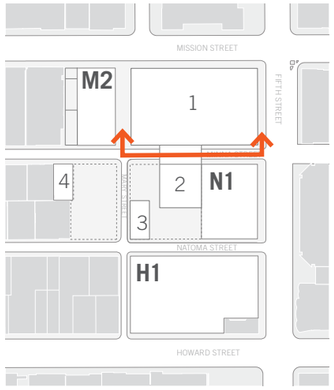


East Elevation (view from 5th St)

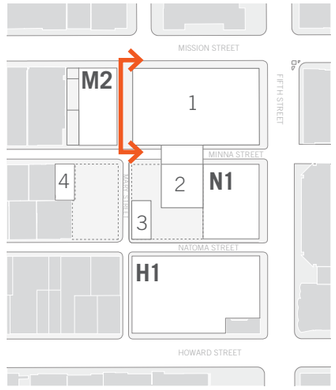
NOTE: NOT TO SCALE

FIGURE 5B: TYPICAL ELEVATIONS

CHRONICLE BUILDING (PROPOSED)



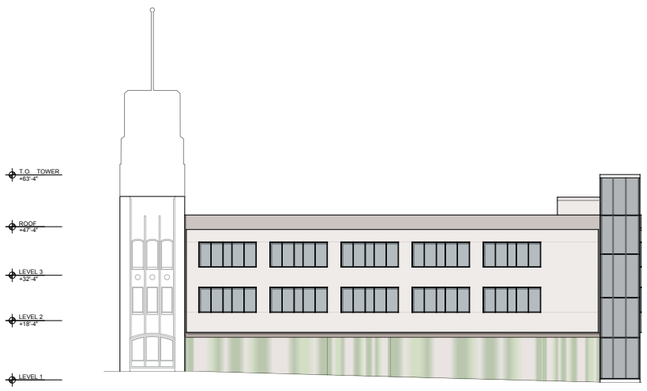
1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



South Elevation (view from Minna St)



West Elevation (view from Mary St)

NOTE: NOT TO SCALE

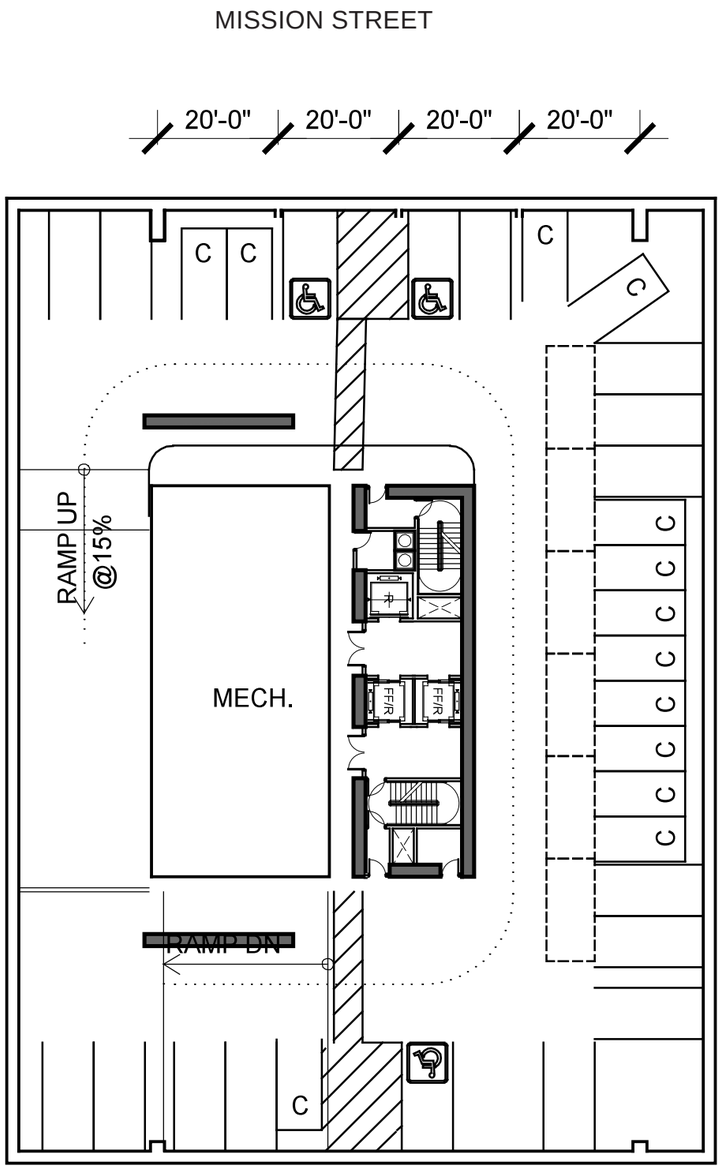
M2 BUILDING _ PROJECT CONDITIONAL USE APPLICATION

SELECTED PAGES

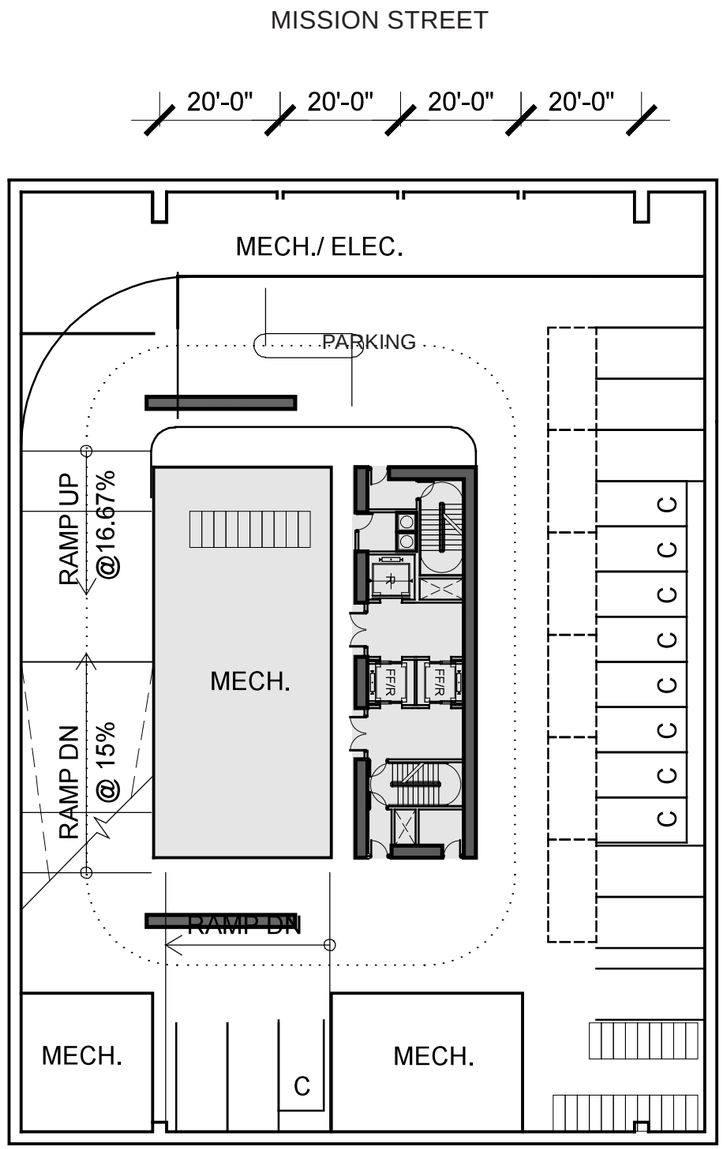
FORESTCITY

FIGURE 4A: TYPICAL PLANS

M2 BUILDING



Basement 2 Plan



Basement 1 Plan

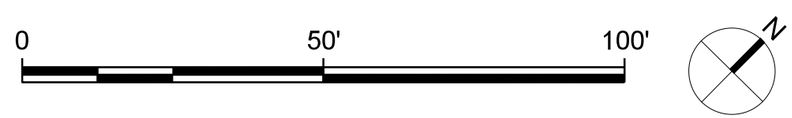


FIGURE 4B: TYPICAL PLANS

M2 BUILDING

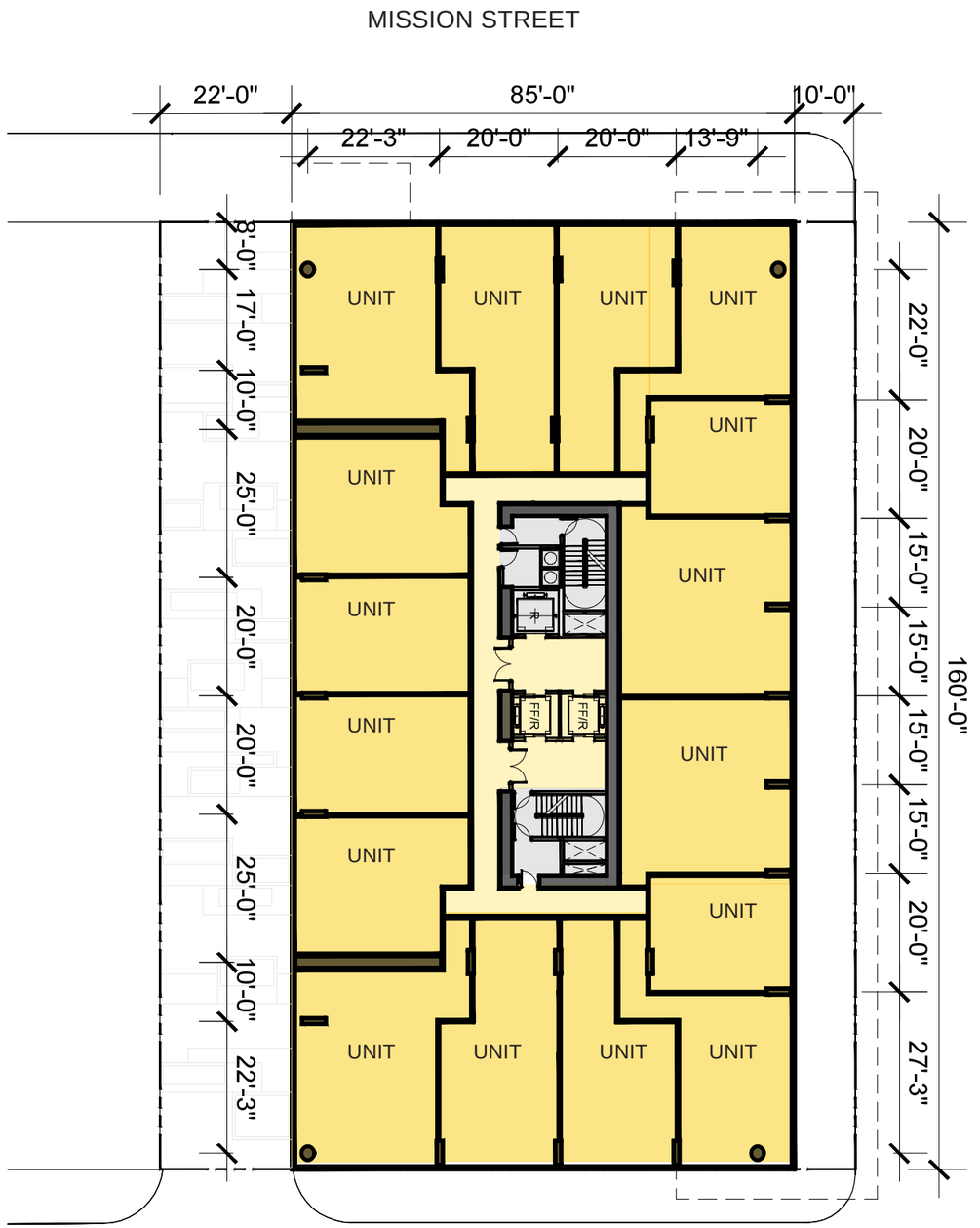


Plan Legend

Parcel Line

Canopy Line (above)

Ground Plan



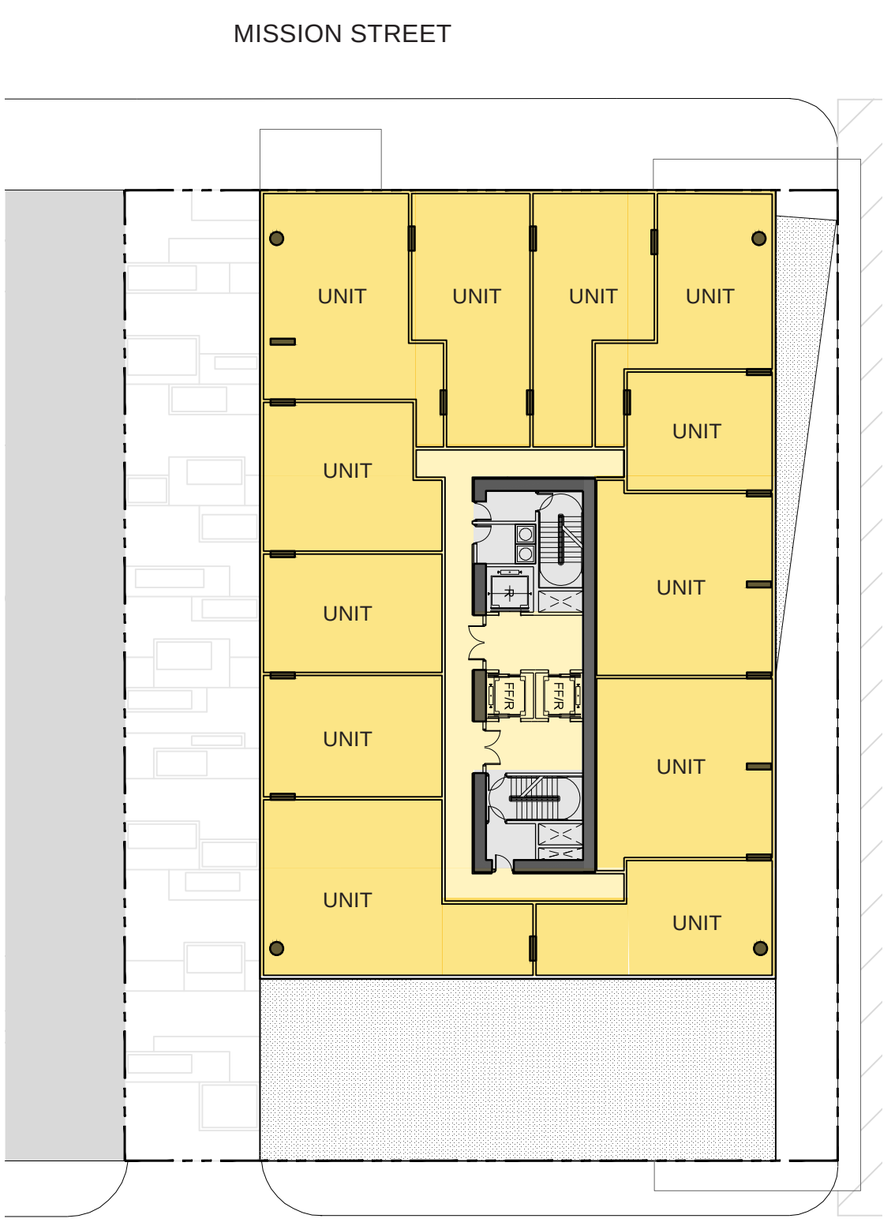
Lower Level Plan

0 50' 100'

N

FIGURE 4C: TYPICAL PLANS

M2 BUILDING

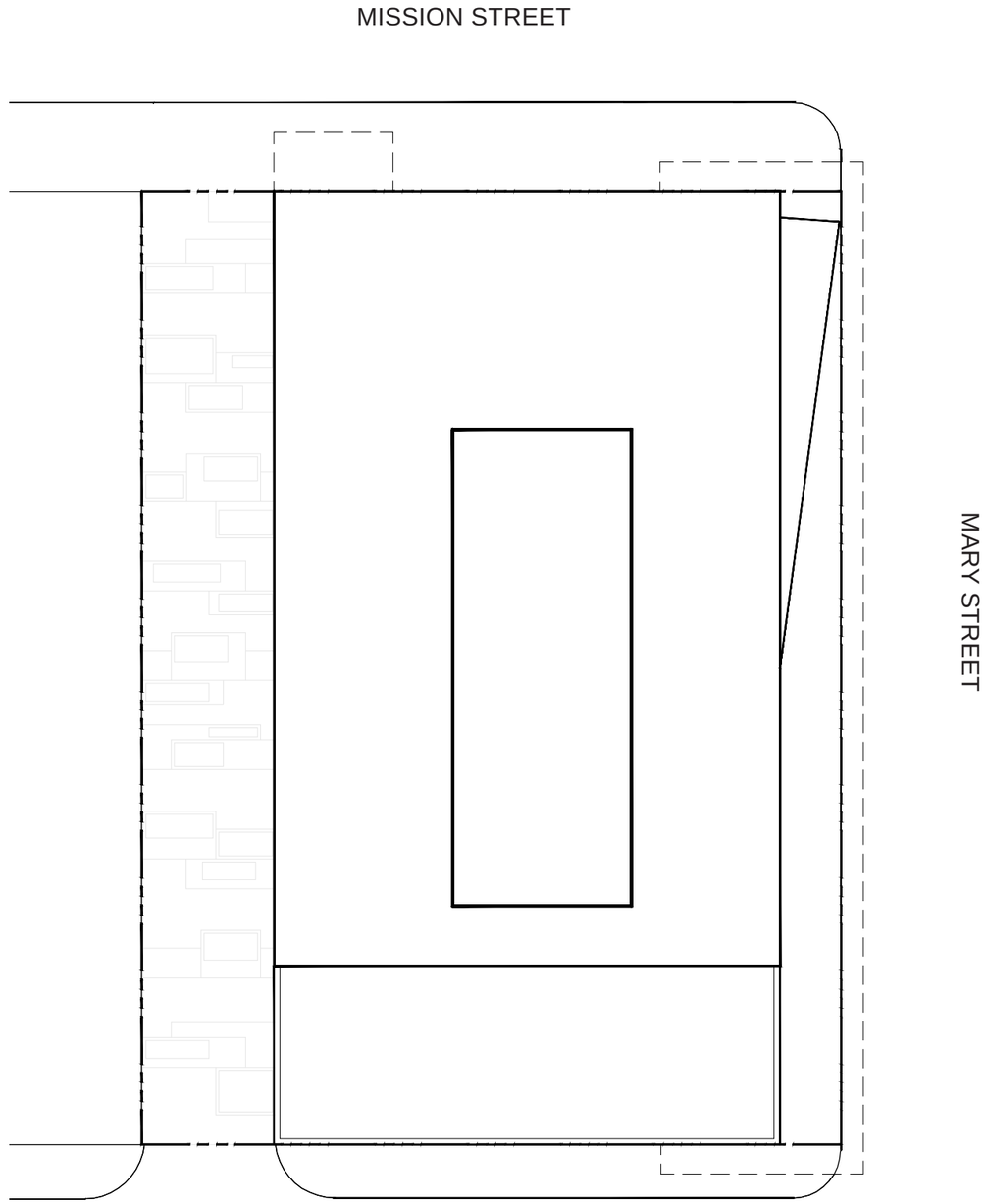


Plan Legend

Parcel Line

Canopy Line (above)

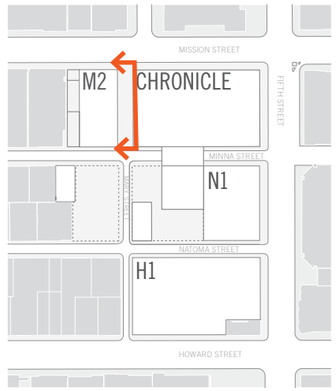
Upper Level Plan



Roof Plan

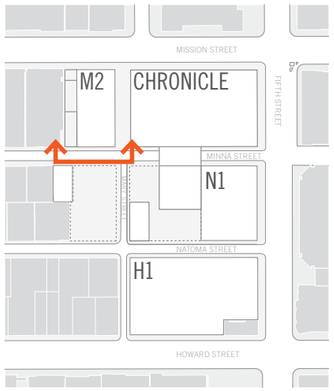
FIGURE 6A: TYPICAL ELEVATIONS

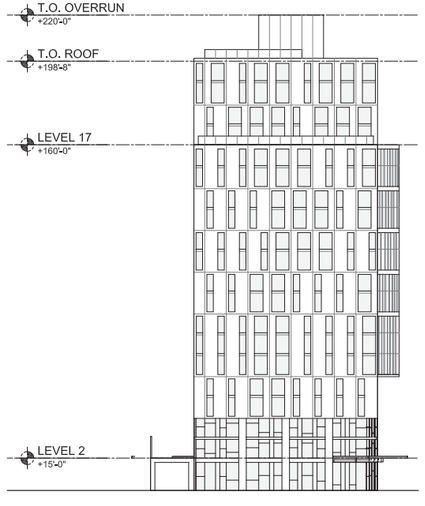
M2 BUILDING





M2 East Elevation (view from Mary St)



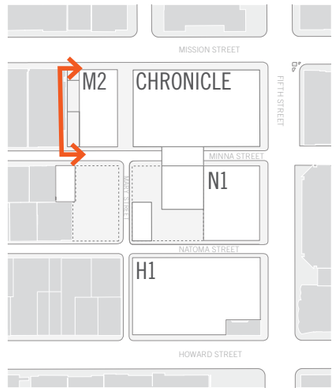


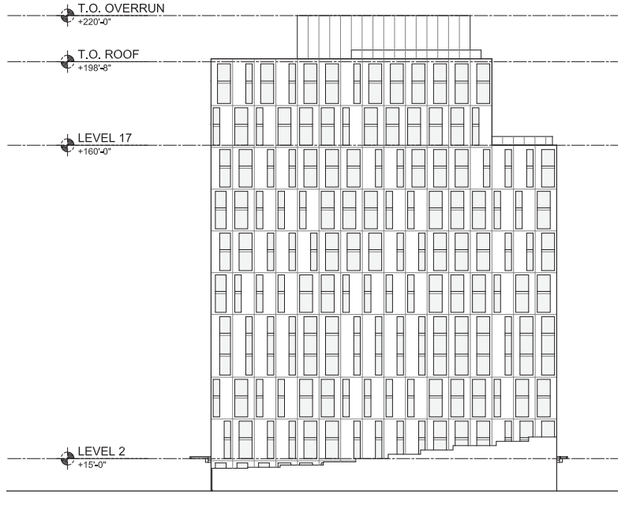
M2 South Elevation (view from Minna St)

NOTE: NOT TO SCALE

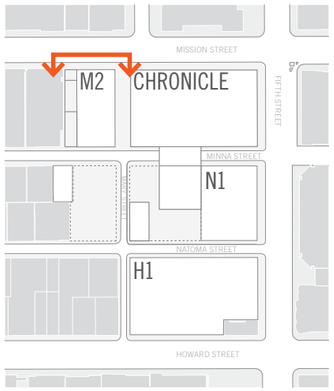
FIGURE 6B: TYPICAL ELEVATIONS

M2 BUILDING





M2 West Elevation

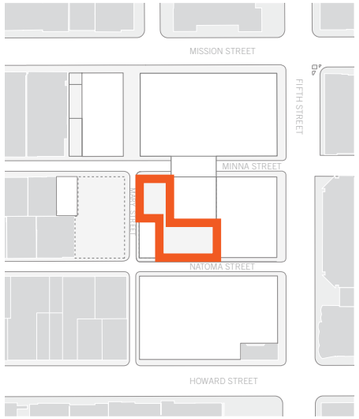




M2 North Elevation (view from Mission St)

NOTE: NOT TO SCALE

FIGURE 7: OPEN SPACE
MARY COURT EAST



NOTE: Open space plan is illustrative and may change in compliance with the 5M SUD and Design for Development



Mary Court East

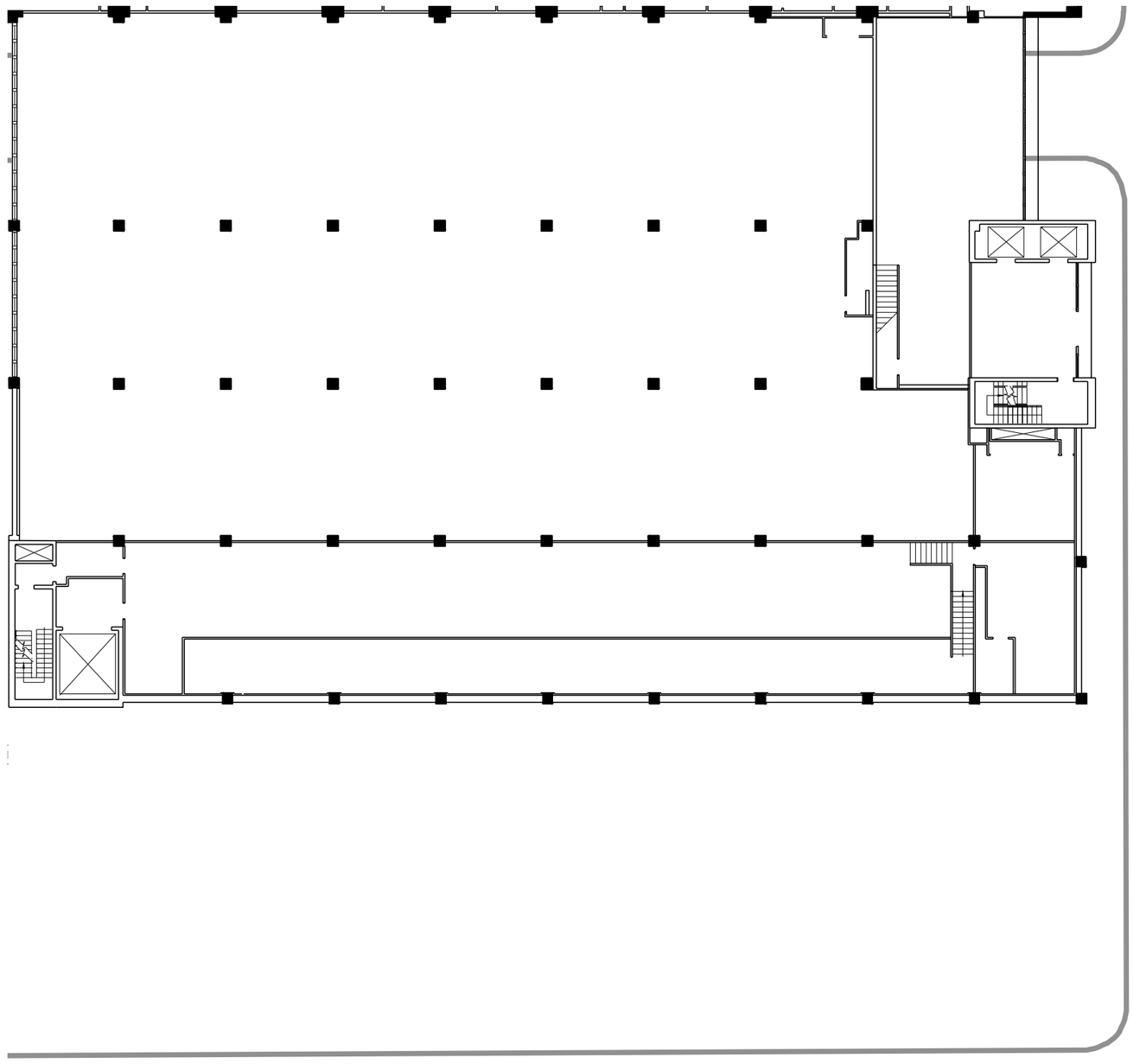
NEW EXAMINER BUILDING _ PROJECT CONDITIONAL USE APPLICATION

SELECTED PAGES

FORESTCITY

FIGURE 4A: TYPICAL PLANS

EXAMINER BUILDING (EXISTING)



Ground Plan

0 50' 100'

N

FIGURE 4C: TYPICAL PLANS

EXAMINER BUILDING (PROPOSED)

Uses Legend

- Neighborhood Retail
- Lobby / Core
- Building Services
- Bicycle Parking
- Vehicular Parking Access
- Vehicular Loading
- Child Care
- Non-profit Space
- Co-work / Office

NOTE: EXAMPLE PROGRAM LAYOUTS SHOWN



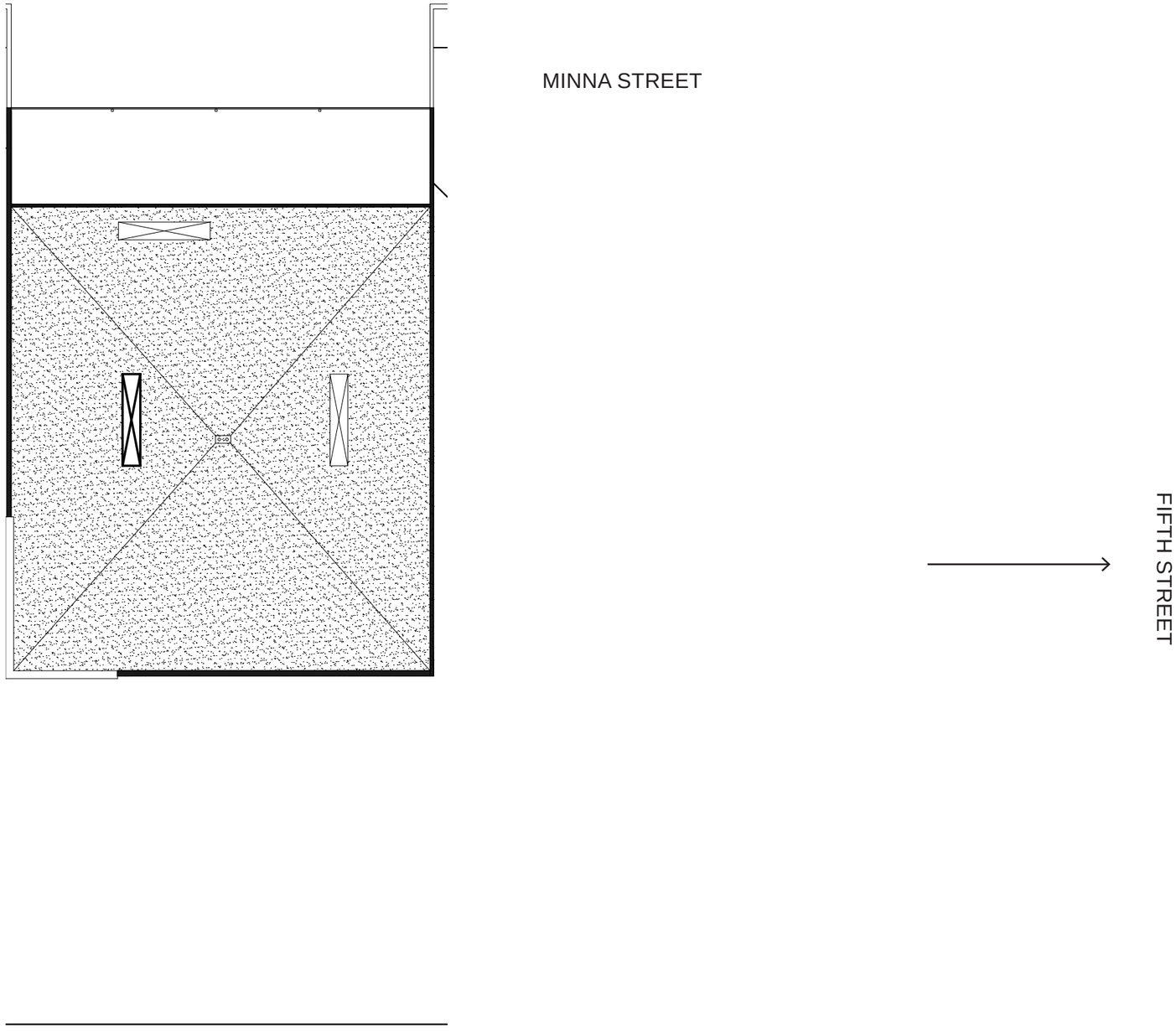
Ground Plan

0 50' 100'

N

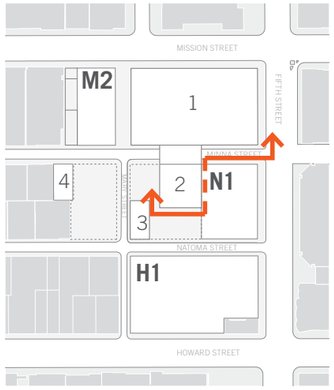
FIGURE 4D: TYPICAL PLANS

EXAMINER BUILDING (PROPOSED)

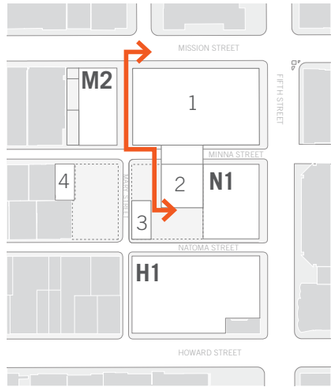


Roof Plan

FIGURE 5A: TYPICAL ELEVATIONS
EXAMINER BUILDING (PROPOSED)



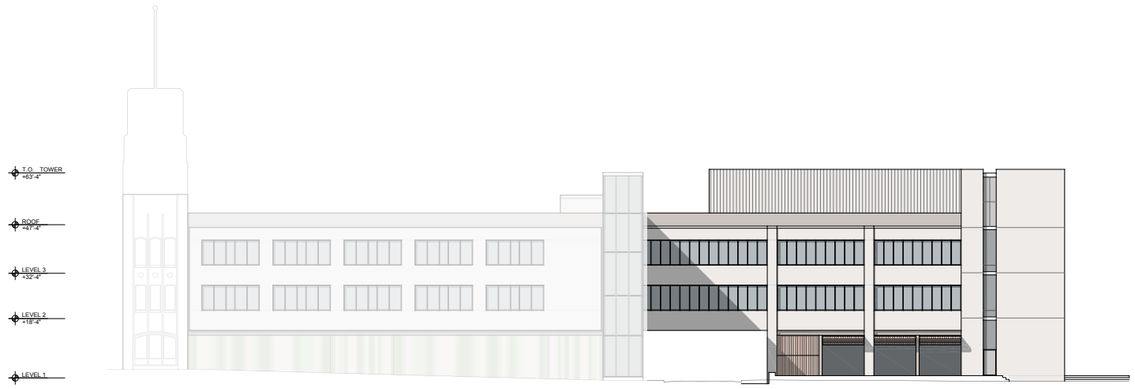
1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



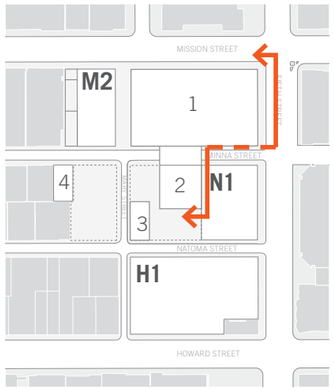
South Elevation (view from Minna St)



West Elevation (view from Mary St)

NOTE: NOT TO SCALE

FIGURE 5B: TYPICAL ELEVATIONS
EXAMINER BUILDING (PROPOSED)



1. CHRONICLE BUILDING
2. EXAMINER BUILDING
3. CAMELLINE BUILDING
4. DEMPSTER PRINTING BUILDING



East Elevation (view from 5th St)

NOTE: NOT TO SCALE

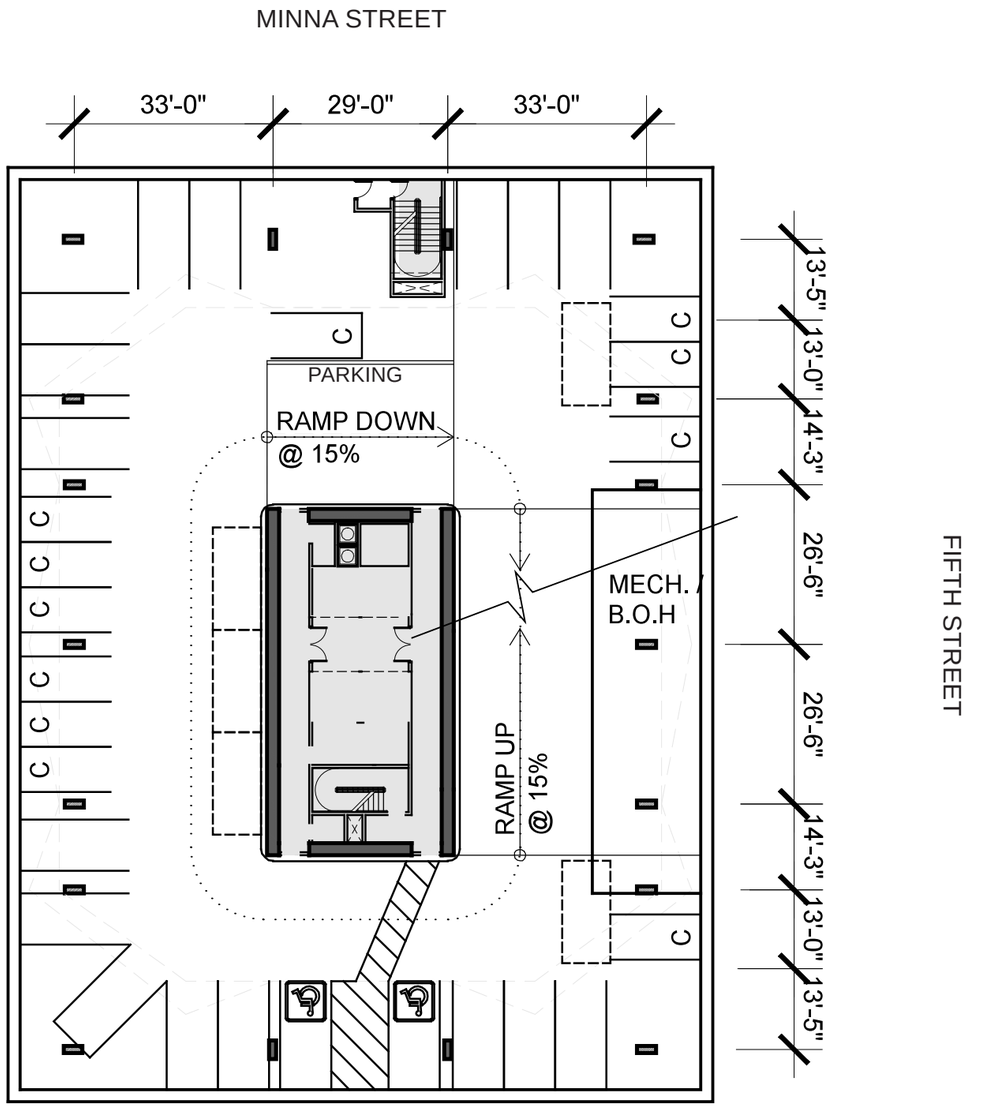
N1 BUILDING _ PROJECT CONDITIONAL USE APPLICATION

SELECTED PAGES

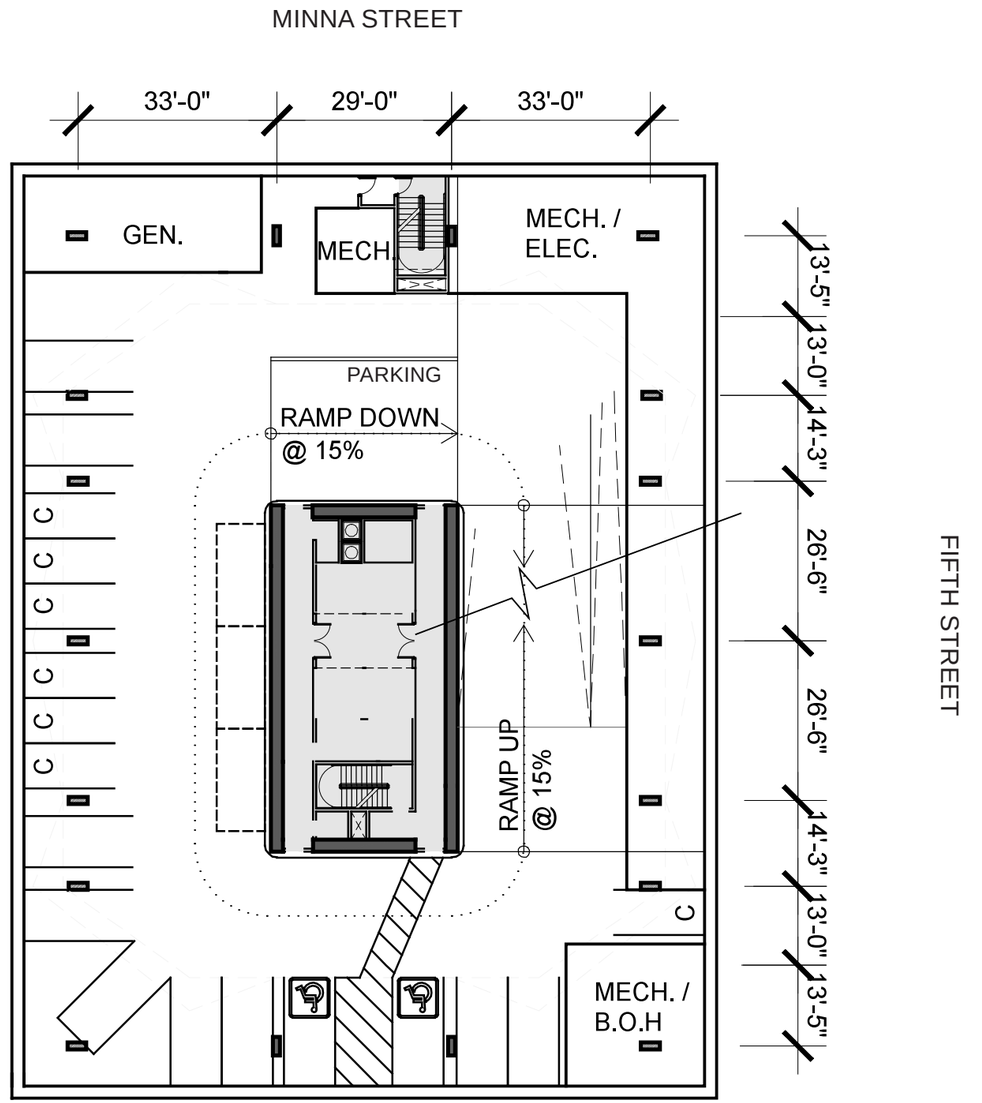
FORESTCITY

FIGURE 4A: TYPICAL PLANS

N1 BUILDING



Basement 2 Plan



Basement 1 Plan



FIGURE 4B: TYPICAL PLANS

N1 BUILDING

Uses Legend

- Neighborhood Retail
- Lobby / Core
- Building Services
- Bicycle Parking
- Vehicular Parking Access
- Vehicular Loading
- Non-profit Space
- Co-work / Office

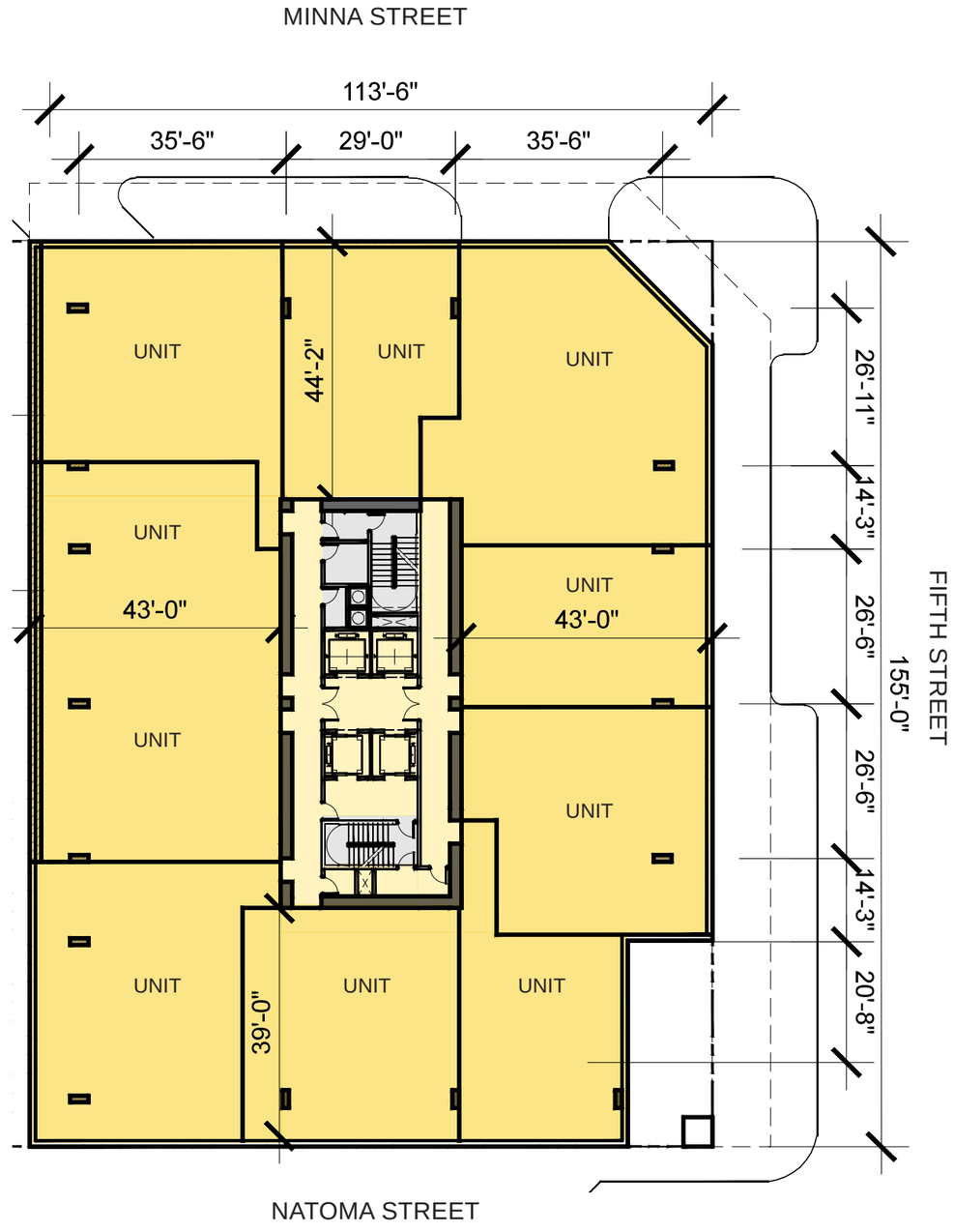
NOTE: EXAMPLE PROGRAM LAYOUTS SHOWN

Plan Legend

- Parcel Line
- Canopy Line (above)



Ground Plan

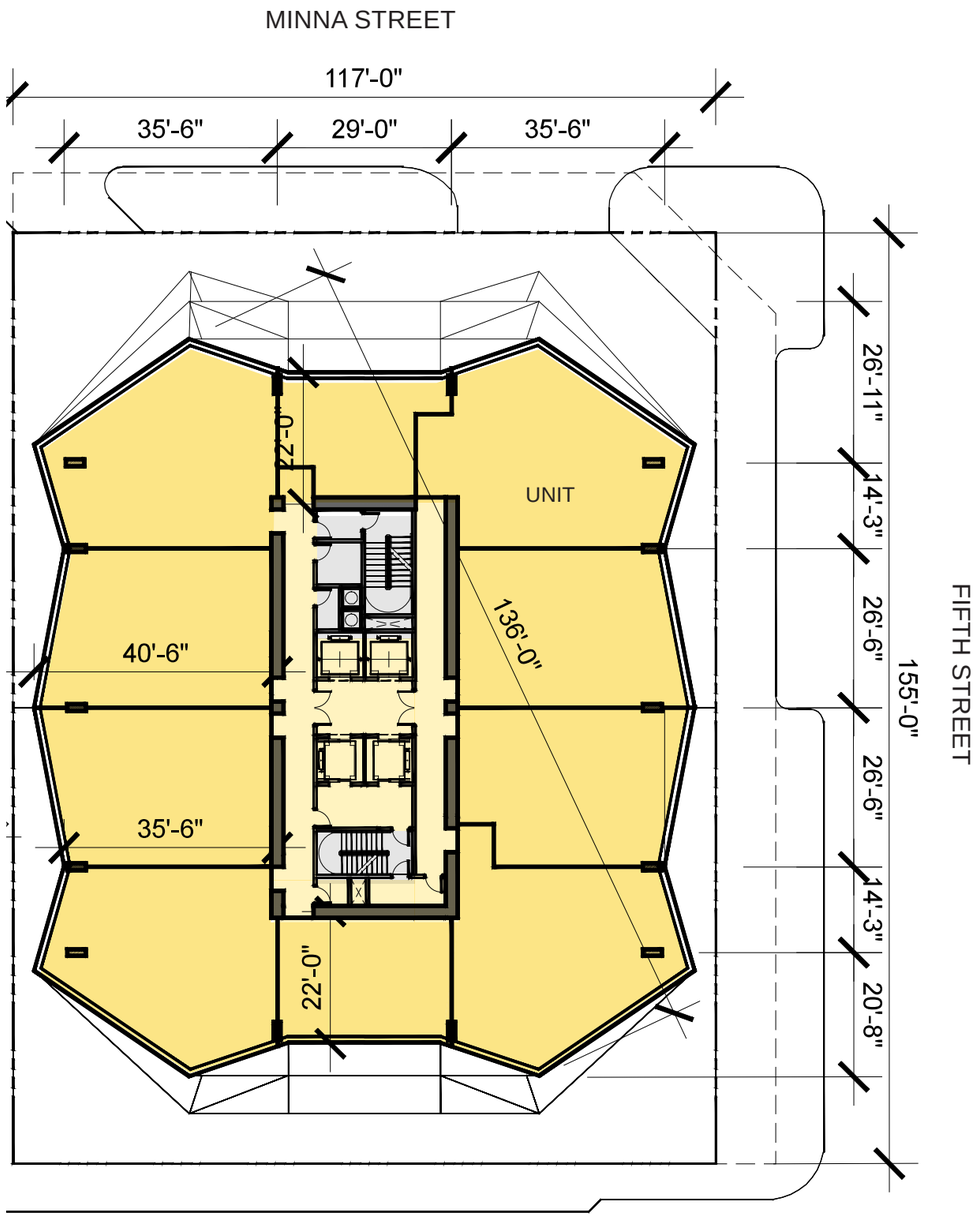


Lower Level Plan

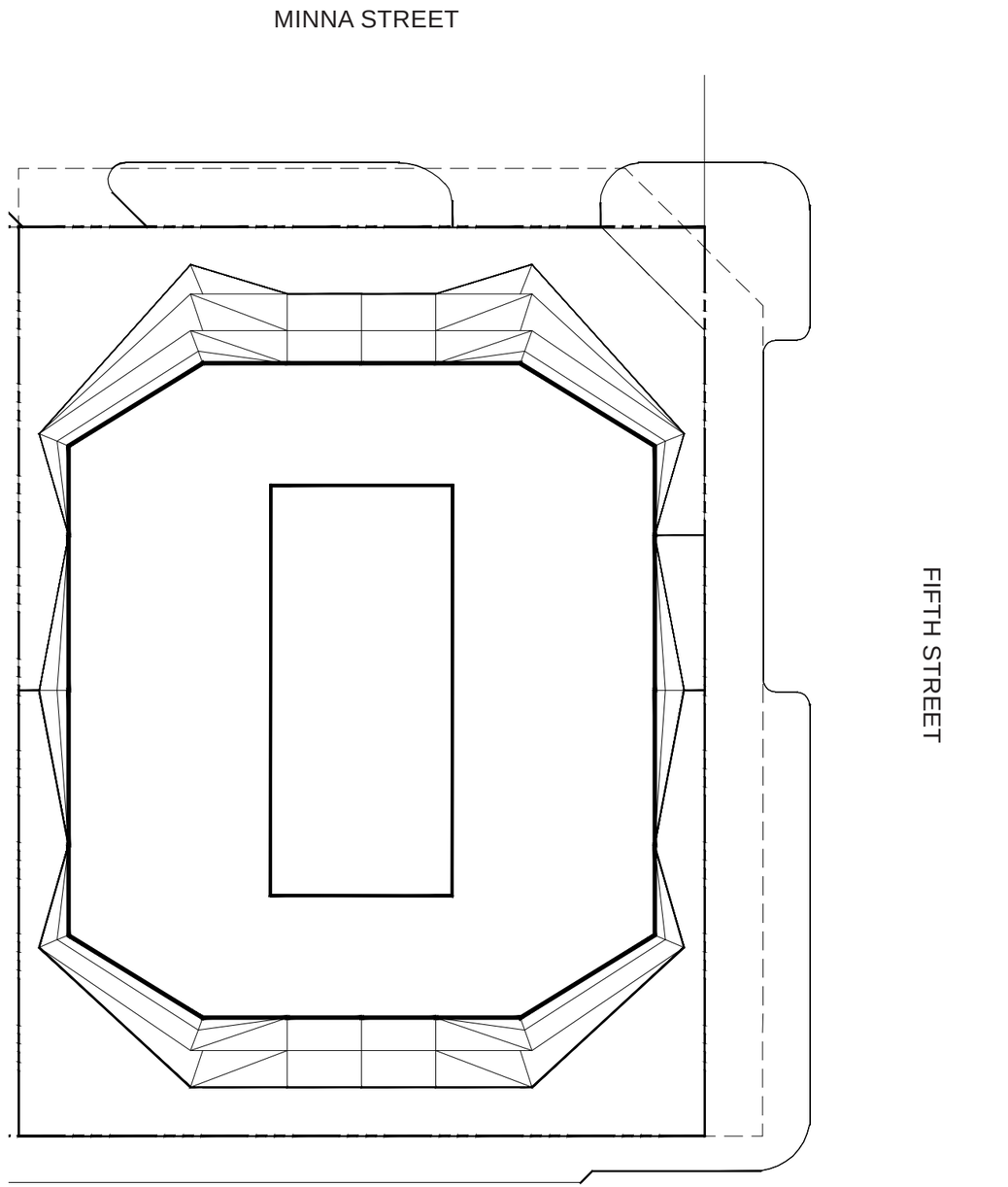
0 50' 100'

FIGURE 4C: TYPICAL PLANS

N1 BUILDING



Upper Level Plan



Roof Plan

Plan Legend

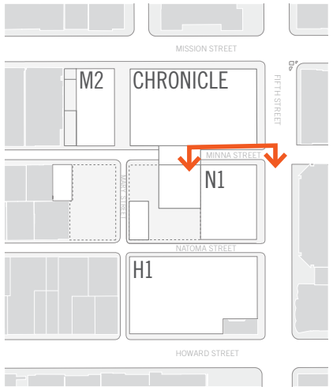
Parcel Line

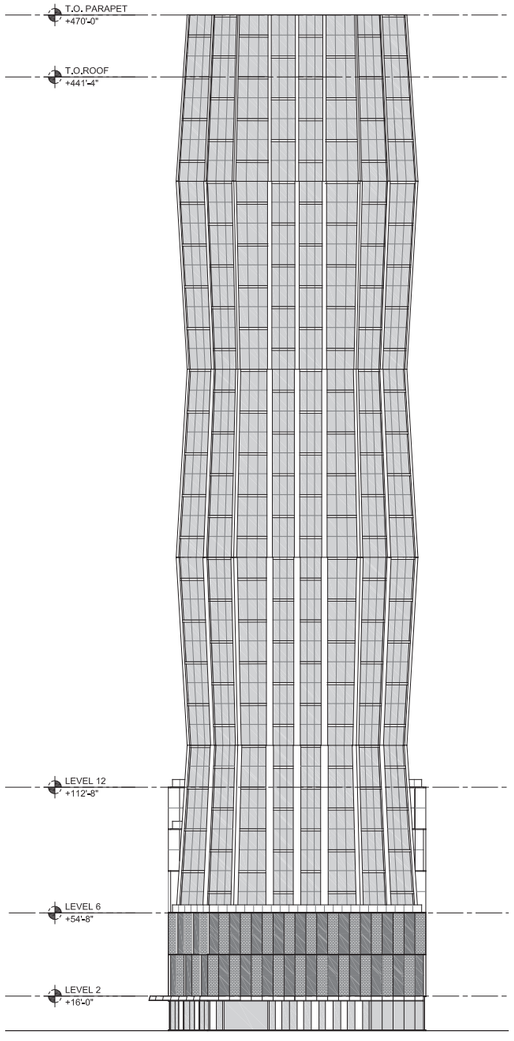
Canopy Line (above)

0 50' 100'

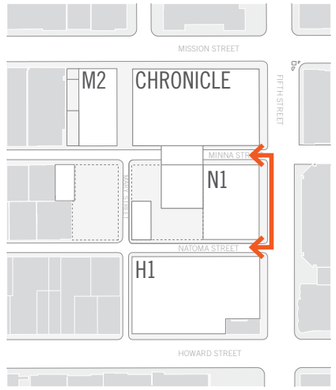
FIGURE 6A: TYPICAL ELEVATIONS

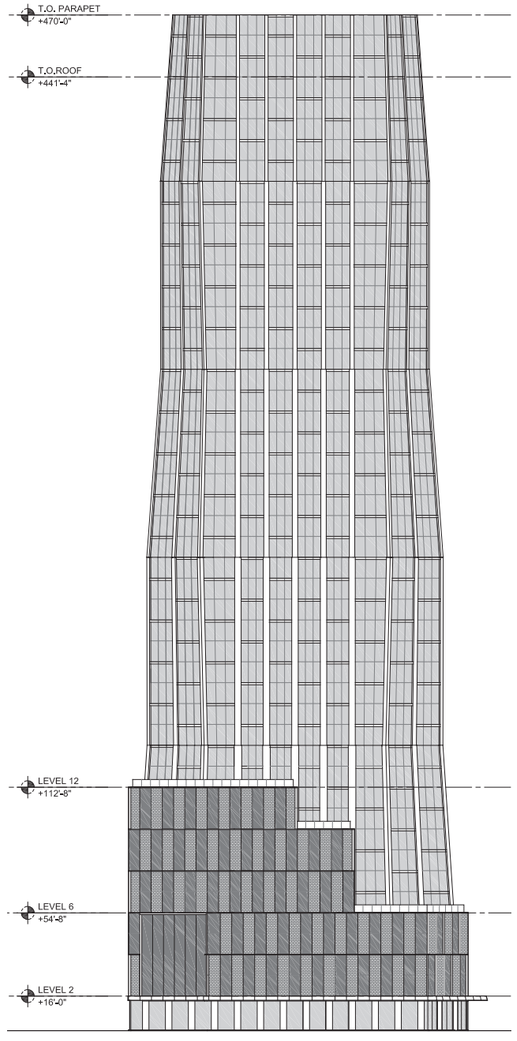
N1 BUILDING





North Elevation (view from Minna St)



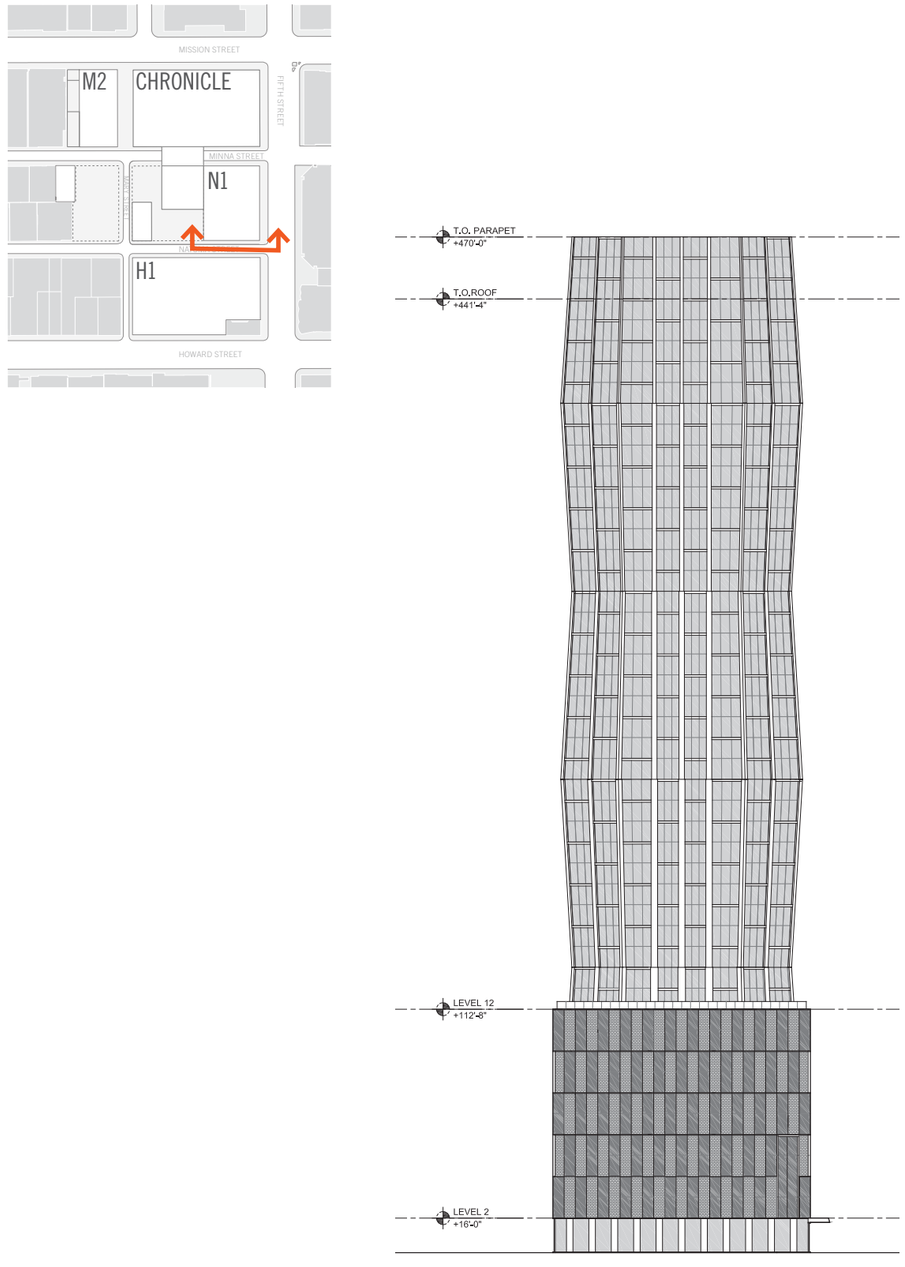


East Elevation (view from 5th St)

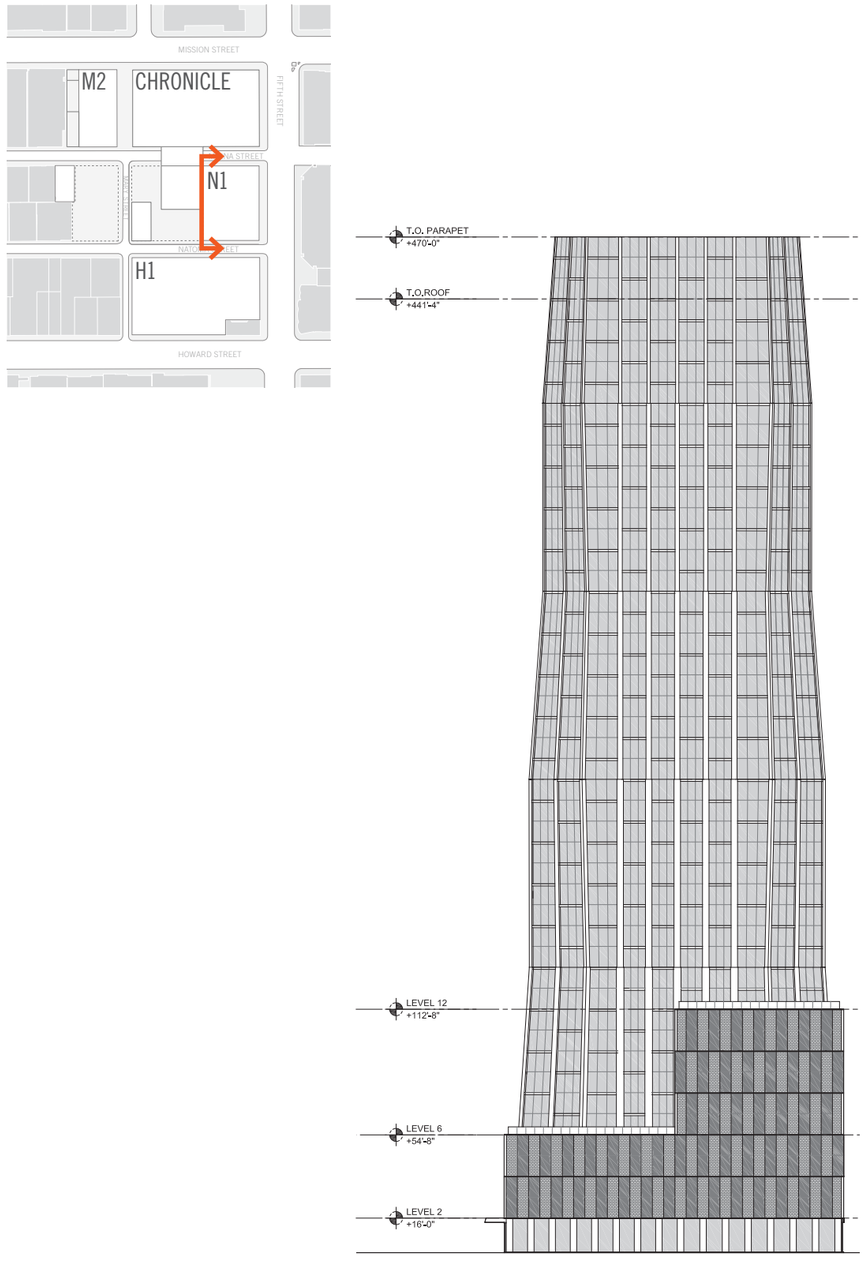
NOTE: NOT TO SCALE

FIGURE 6B: TYPICAL ELEVATIONS

N1 BUILDING



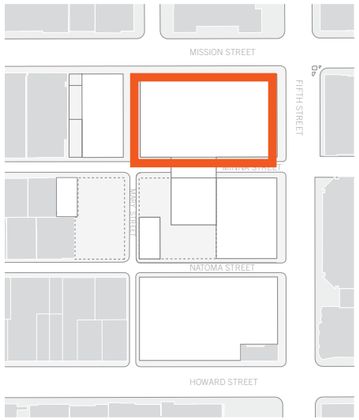
South Elevation (view from Natoma St)



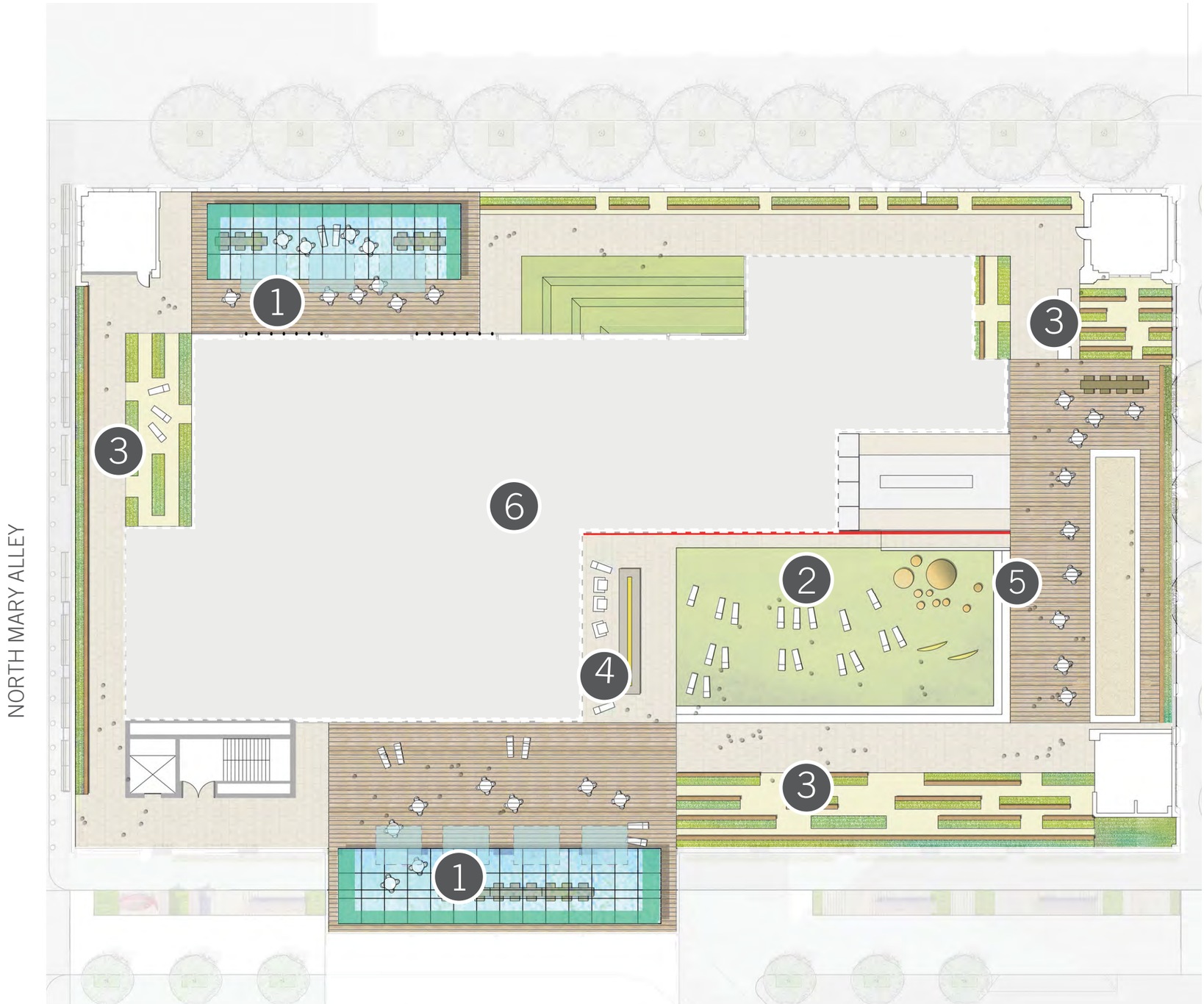
West Elevation (view from Mary St)

NOTE: NOT TO SCALE

FIGURE 7A: OPEN SPACE
CHRONICLE ROOFTOP



NOTE: Open space plan is illustrative and may change in compliance with the 5M SUD and Design for Development



1. DECK SEATING
2. SYNTHETIC TURF
3. GARDEN
4. FIRE BENCH
5. BOCCE COURT
6. ZONE FOR MECHANICAL

Chronicle Rooftop

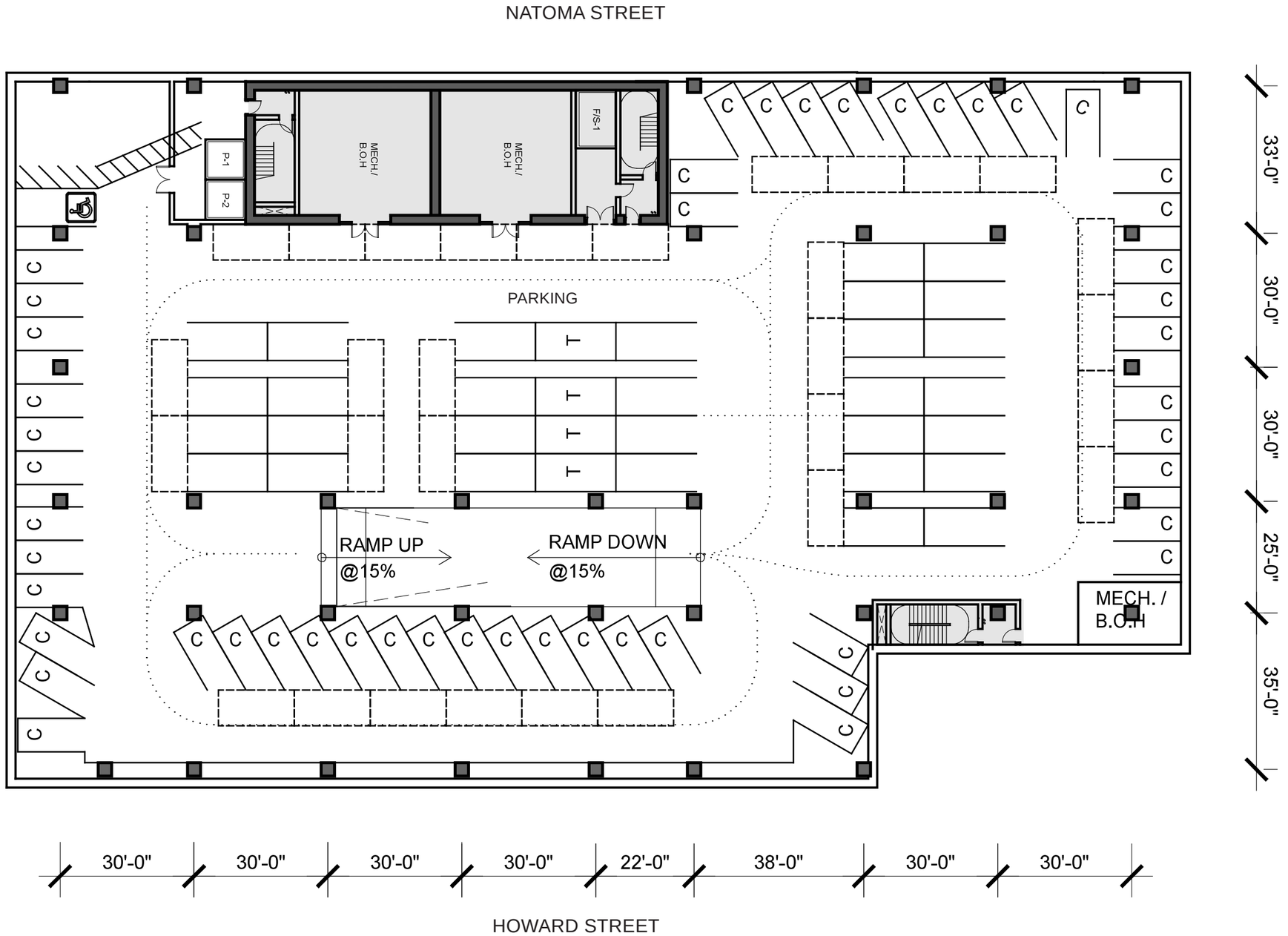
H1 BUILDING _ PROJECT CONDITIONAL USE APPLICATION

SELECTED PAGES

FORESTCITY

FIGURE 4A: TYPICAL PLANS

H1 BUILDING



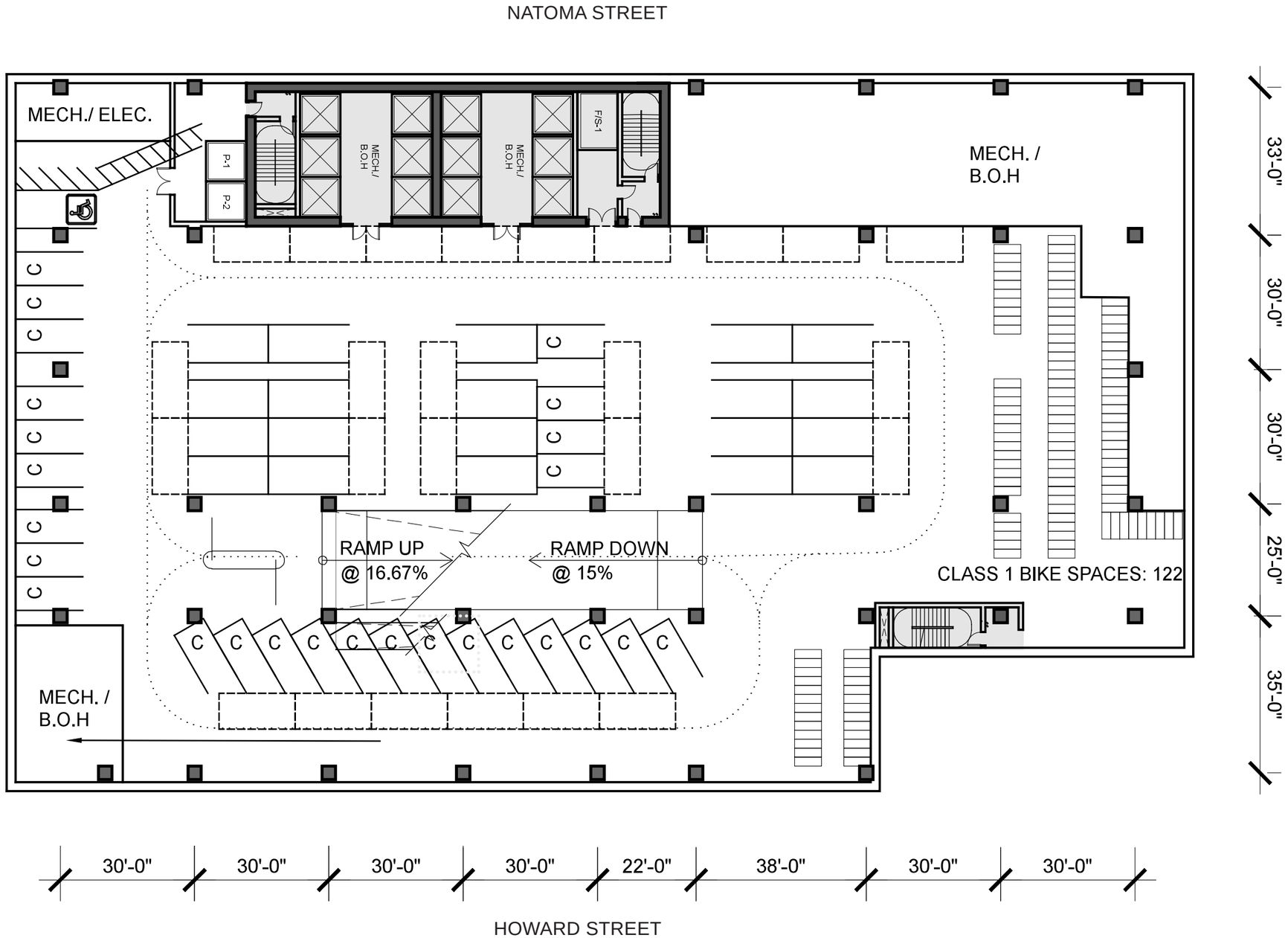
Basement 2 Plan

0 50' 100'

N

FIGURE 4B: TYPICAL PLANS

H1 BUILDING



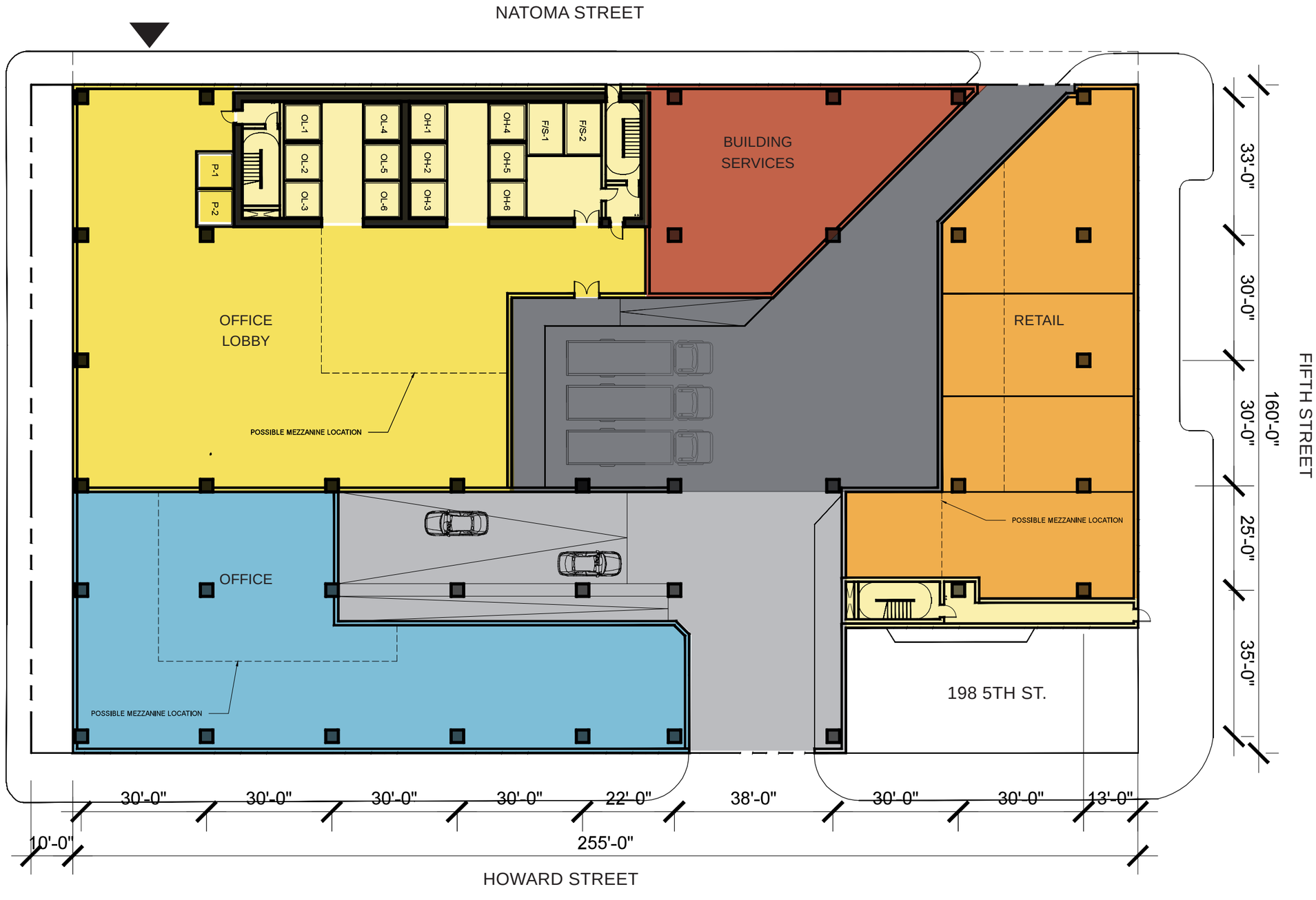
Basement 1 Plan

0 50' 100'

N

FIGURE 4C: TYPICAL PLANS

H1 BUILDING



Plan Legend

Parcel Line

Canopy Line (above)

Ground Plan

0 50' 100'

N

FIGURE 4D: TYPICAL PLANS

H1 BUILDING



Plan Legend

Parcel Line

Canopy Line (above)

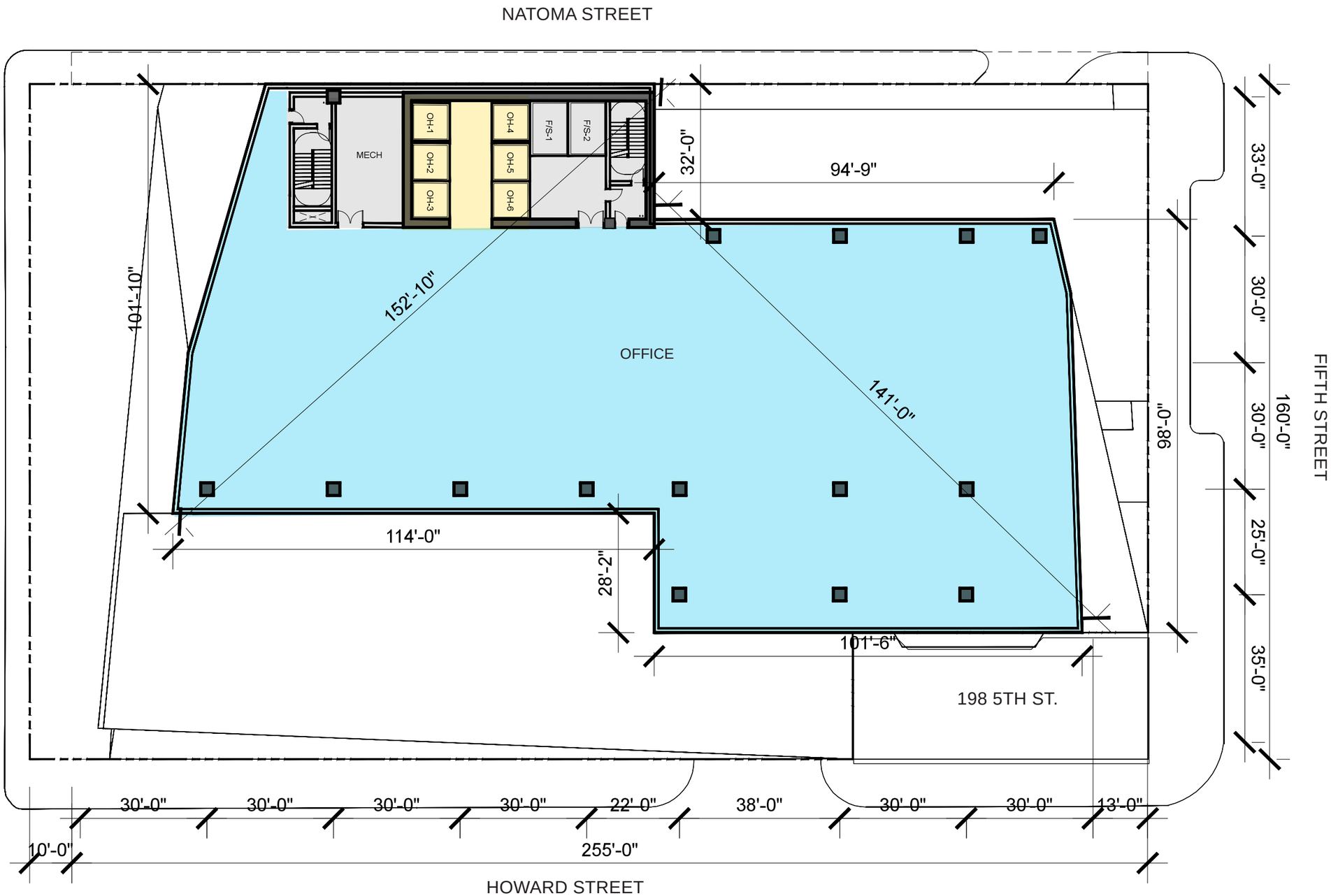
Lower Level Plan

0 50' 100'

N

FIGURE 4E: TYPICAL PLANS

H1 BUILDING



Plan Legend

Parcel Line

Canopy Line (above)

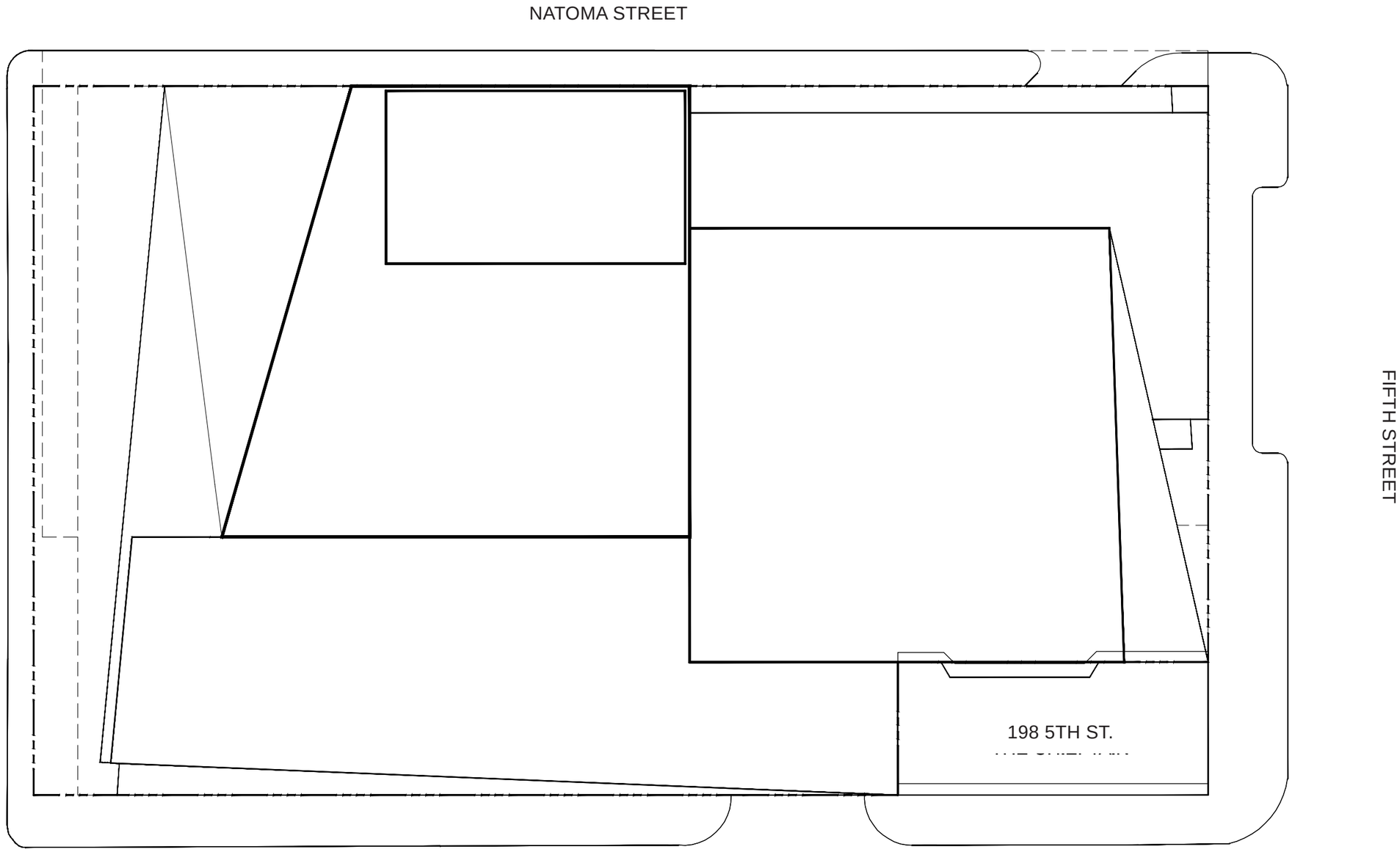
Upper Level Plan

0 50' 100'

N

FIGURE 4F: TYPICAL PLANS

H1 BUILDING



Plan Legend

Parcel Line

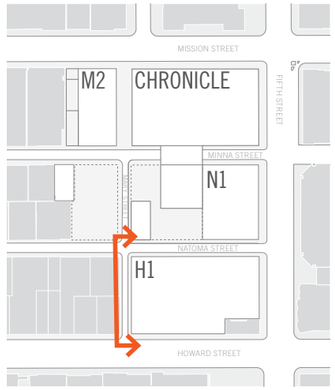
Canopy Line (above)

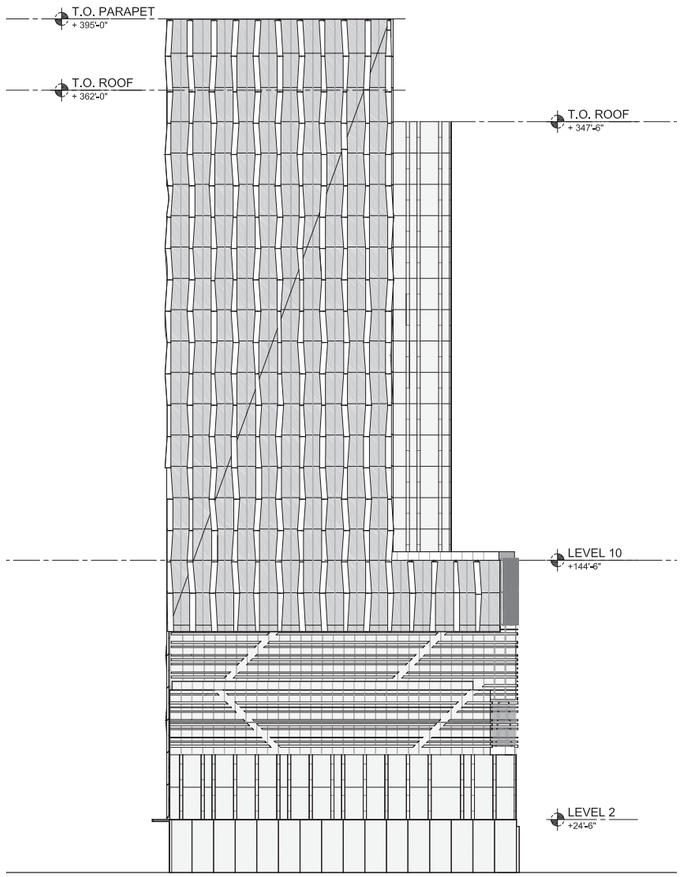
Roof Plan

0 50' 100'

FIGURE 6A: TYPICAL ELEVATIONS

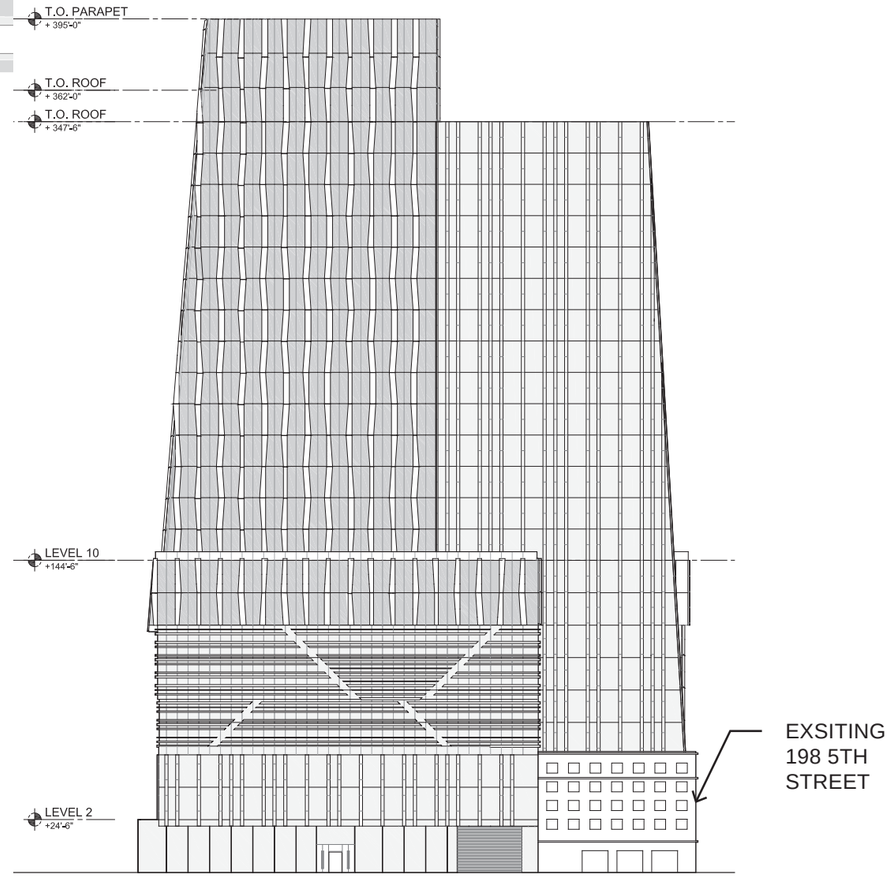
H1 BUILDING





West Elevation (view from Mary St)



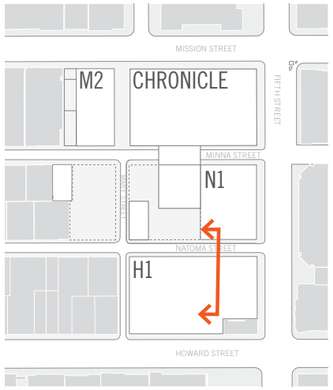


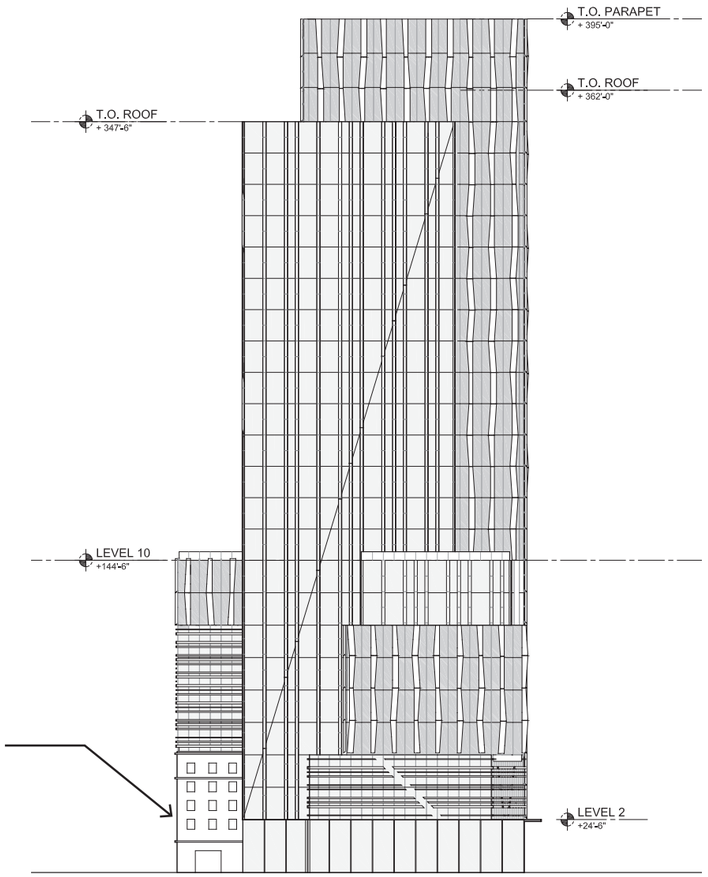
South Elevation (view from Howard St)

NOTE: NOT TO SCALE

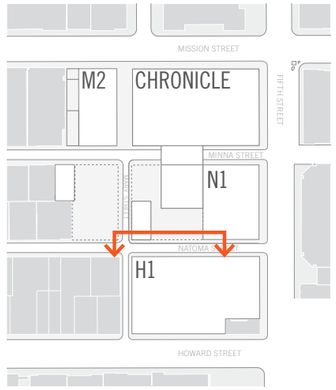
FIGURE 6B: TYPICAL ELEVATIONS

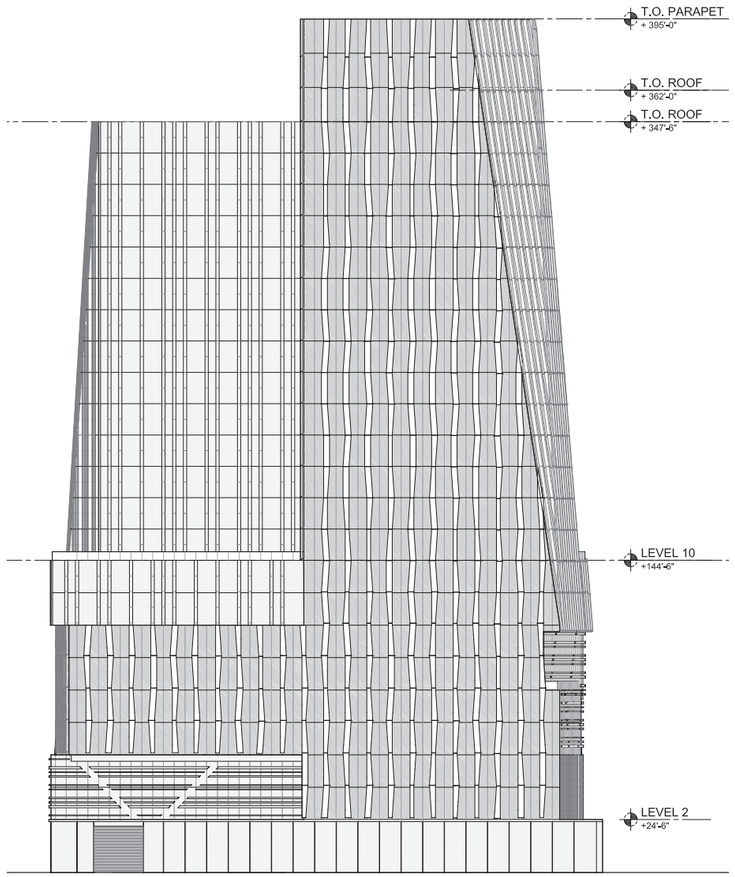
H1 BUILDING





East Elevation (view from 5th St)

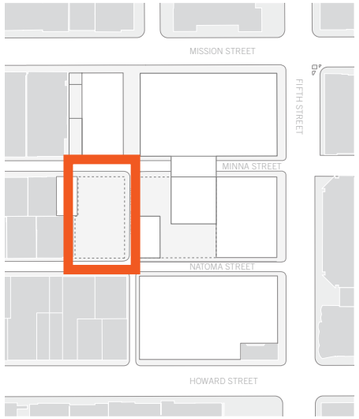




North Elevation (view from Natoma St)

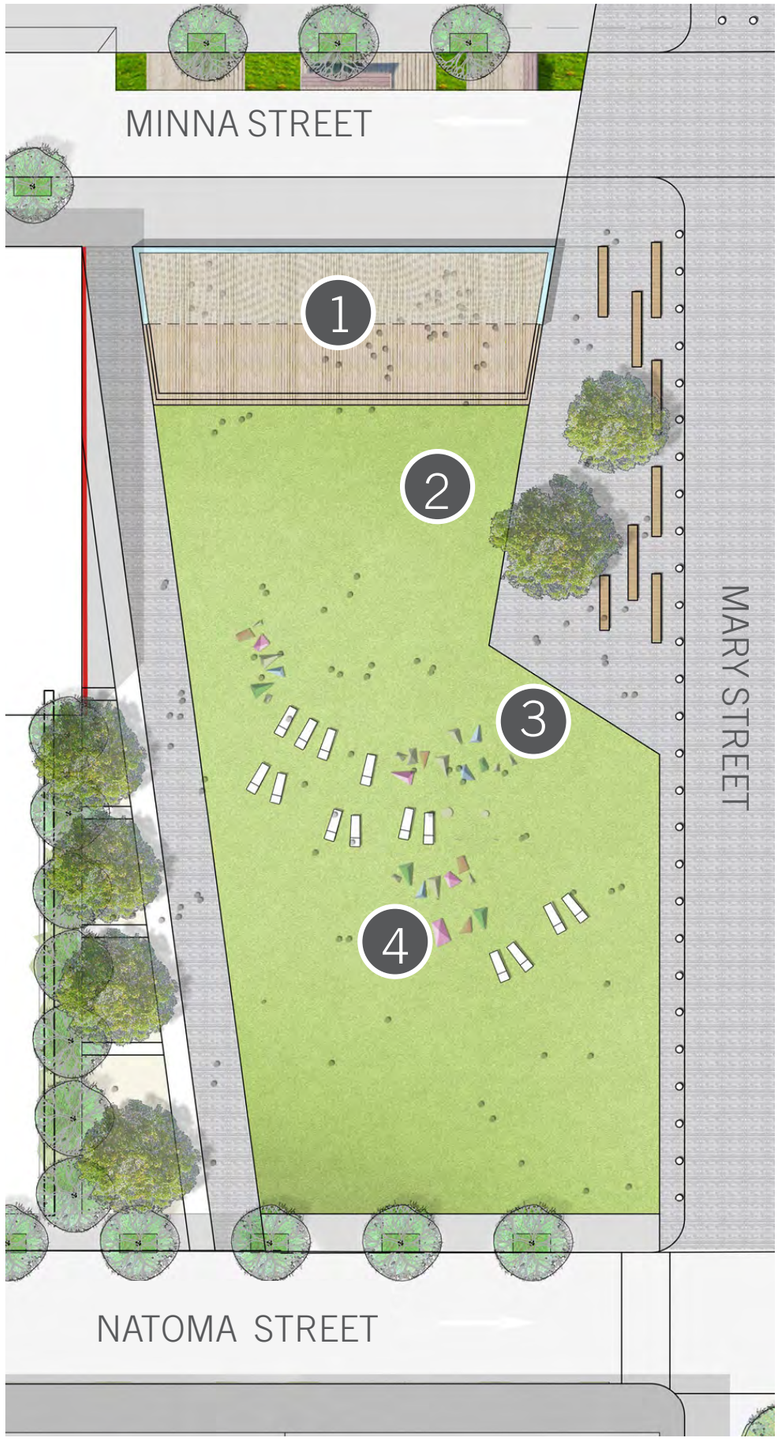
NOTE: NOT TO SCALE

FIGURE 7: OPEN SPACE
MARY COURT WEST



NOTE: Open space plan is illustrative and may change in compliance with the 5M SUD and Design for Development

1. CANOPY OR GREENHOUSE STRUCTURE
2. PERFORMANCE STAGE
3. TIMBER SEATING
4. MULTI-PURPOSE GREEN



Mary Court West

5M PROJECT/
SUPPLEMENTAL MATERIALS

> Sample Illustrative Renderings



MARY COURT AT MINNA ST



NORTH MARY STREET

SM PROJECT SAN FRANCISCO



POTRERO HILL VIEW



WEST SOMA

5M PROJECT SAN FRANCISCO



MISSION STREET

5M PROJECT SAN FRANCISCO



5TH STREET VIEW SOUTH TO MISSION STREET



HOWARD STREET VIEW EAST TO 5TH STREET

5M PROJECT SAN FRANCISCO





CHRONICLE ROOFTOP



CHRONICLE ROOFTOP

September 1, 2015

Mr. Rodney Fong
President
San Francisco Planning Commission
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Re: 5M Project

Dear President Fong,

Please accept the submission of the enclosed letters of support for the 5M Project from South of Market resident associations, businesses and organizations. Additionally, you will find letters from residents of San Francisco expressing their support for 5M.

5M is a unique project that has been shaped by years of outreach and community meetings involving hundreds of local stakeholders. Starting in 2009 with a series of community focus groups that led into 5M's planning stage, 5M has held over 150 community meetings of all varieties—in-depth topic-based workshops, focus groups, presentations with Q&A to various community groups, numerous presentations to resident associations & local businesses, small group meetings with local CBOs & community leaders, and dozens of open houses that were open to the public at large.

5M includes a thoughtful urban design that responds to its location at the intersection of downtown and the South of Market. The project would incorporate three historic buildings, create over an acre of new public open space, deliver 33% affordable housing, and support youth and arts organizations in the South of Market. For these reasons, the project has garnered support from a broad array of neighbors: senior and youth groups, affordable housing advocates, arts and culture organizations and hundreds of SoMa residents. For your consideration, we have enclosed over 150 letters reflecting their support, and have over 80 electronic signatures in addition to these letters.

Sincerely,



Alexa Arena
Forest City Senior Vice President

cc:
Commissioner Cindy Wu
Commissioner Michael Antonini
Commissioner Rich Hillis
Commissioner Christine Johnson
Commissioner Kathrin Moore
Commissioner Dennis Richards
Planning Commission Secretary Jonas Ionin
Supervisor Jane Kim

Mr. Kevin Guy, Project Manager
San Francisco Planning Commission
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Kevin Guy,

San Francisco youth need safe and equitable access to facilities, programs, and recreation services – especially in our neighborhood, SOMA.

Founded in 1999 with the SoMa district, the mission of Oasis For Girls is to partner with girls and young women of color from under-resourced communities in San Francisco to help them cultivate the skills, knowledge, and confidence to discover their dreams and build strong futures. The 5M project team of Forest City provided open communication and has heard the concerns of youth providers in the neighborhood.

Existing recreational programs for children and youth are limited.5M projects propose to develop and support plans to improve open space, recreational, and art, cultural and educational programs and affordable housing for our families.

The project will create 1,200 construction jobs and 3,150 permanent jobs. Also, $68 million in benefit fees will be generated with approximately $58 million in standard city fees for city transit development, open space, jobs, affordable housing, schools and art projects and programs. An additional $10 million in benefit fees will be directed toward the SOMA community.

SOMA needs youth serving programs, job training, academic assistance programs and recreational activities for children and youth. Our youth needs job readiness training, work experience, academic support, and personal development to their efforts to gain access to employment and become a well-rounded person.

The 5M project team has been open to dialogue and has provided multiple avenues for conversation and input about the needs in SoMa. The Development agreement has shown their comprehensive commitment to youth development and other areas such as affordable housing in the SoMa neighborhood.

Sincerely,

Jessica Van Tuyl
Executive Director, Oasis for Girls

1091 Mission Street San Francisco ca 94103
ph: (415) 701-7991 fax: (415) 701-0131
www.sfoasis.org

cc: Mr. Rodney Fong, President
Commissioner Cindy Wu
Commissioner Michael Antonini
Commissioner Rich Hillis
Commissioner Christine Johnson
Commissioner Kathrin Moore
Commissioner Dennis Richards
Mr. John Rahaim, Director of Planning
Mr. Jonas Ionin, Commission Secretary
Supervisor Jane Kim, District 6

1091 Mission Street San Francisco ca 94103
ph: (415) 701-7991 fax: (415) 701-0131
www.sfoasis.org

somba South of Market Business Association
1167 Mission Street, 2nd Floor • San Francisco , CA 94103 • www.sfsomba.org
Phone: 415.553.4433 x 115 • Fax: 415.553.4434 • e-mail: info@sfsomba .com

August 5, 2015

Mr. Rodney Fong
President
San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Regarding
Chronicle Building development
Block #3725 Lots (32)

Dear President Fong,
.
Forest City and the 5M team have been one of those developers who have been extremely willing to engage with the community on a deeper level. They have had numerous meetings that were open to the public and neighborhood. In my experience, Forest City has gone above and beyond their city mandated requirements to engage the community. They reached out to important stakeholders, invited them to the table, and have genuinely listened and responded to the concerns. When there was significant concern over density and height, Forest City responded with the preservation alternative, removing an office building and creating additional open space. Forest City responded by creating a design that ensures there will be open access for all. And most importantly, when residents shared the imperative concern that the community benefits raised from this project desperately needed to stay in the South of Market rather than being subsumed by the city as a whole, Forest City sought out ways to ensure that $10 Million dollars would be used to directly support SoMA schools, youth programs, job training, arts and the cultural heritage of the South of Market Area

It is rare that a developer makes the effort that Forest City has done and the end result is going to be a project that is going to provide housing, including beyond the amount required of affordable housing, commercial spaces for businesses including non profit community enterprises and public open space.

I urge you and all the commissioners to take a favorable view of this development.

Sincerely yours,



Henry Karnilowicz
President

cc:
Planning Commissioners:
Cindy Wu
Michael Antonini
Rich Hillis
Christine Johnson
Kathrin Moore
Dennis Richards
Planning Department director John Rahaim
Planning Project Manager Kevin Guy
Planning Commission Secretary Jonas Ionin
District 6 Supervisor Jane Kim

somba South of Market Business Association
1167 Mission Street, 2nd Floor • San Francisco , CA 94103 • www.sfsomba.org
Phone: 415.553.4433 x 115 • Fax: 415.553.4434 • e-mail: info@sfsomba .com

July 13, 2015

Mr. Rodney Fong
President
San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Regarding
Chronicle Building development
Block #3725 Lots (32)

Dear President Fong,

.

I am writing this letter on behalf of the South Of Market Business Association in support of the proposed 5M Project | Forest City development.

During the process to arrive at what is proposed there have been numerous community meetings, with participation by residents, businesses and non-profits. From this participation there were numerous opportunities to engage and learn about the project and the 5M Project | Forest City team did an excellent job on listening and explaining what the project was going to be like including the many benefits to the community.

We believe that the 5M project will add numerous benefits to the economic vitality of South of Market and provide enhanced public amenities. It also will provide 33% affordable housing.

Approximately 26,000 square feet of new publicly-accessible privately funded open space will be provided. And a 23,000 sq ft open space on the roof of the Chronicle building. The open space will be programmed to include community arts and cultural events.

The Chronicle Building, with its historic clock tower, will be restored and preserved. Likewise the Dempster Printing Building. a historic resource, and the Camelline Building at 430 Natoma will be retained. The Examiner building will undergo partial renovation.

The project will pay $8 million in Transportation Infrastructure Development Fees (TIDF). Additionally, over $3 million will be dedicated to transportation, with half dedicated to pedestrian safety improvements outside the project area. There will be 495 bicycle parking stalls; 4 showers and 24 lockers on site to encourage biking; and 463 underground parking spaces for cars.

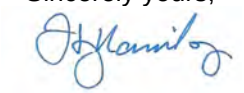
Some 1,200 construction jobs and 3,150 permanent jobs will be created.

The small business sector will benefit from the over 600,000 square feet of newly constructed flexible office space focused on supporting and retaining innovation-based companies in the city, plus ground floor retail, will bring thousands of new, permanent jobs.

Benefit fees in the amount of $68 million will be generated including $10 million which will be directed to the SOMA community.

This truly is a well thought out project that we will all be proud of.

Sincerely yours,



Henry Karnilowicz
President

cc:
Planning Commissioners:
Cindy Wu
Michael Antonini
Rich Hillis
Christine Johnson
Kathrin Moore
Dennis Richards
Planning Department director John Rahaim
Planning Project Manager Kevin Guy
Planning Commission Secretary Jonas Ionin
District 6 Supervisor Jane Kim

Received at CPC Hearing 7/23/15
K. Guy



San Francisco Planning Commission
City Hall
San Francisco, CA 94105

July 23, 2015

RE: 5M Project

Honorable Commissioners:

Any development of the Chronicle properties, even only that allowed by the current zoning, will inevitably result in significantly increased gentrification pressures on our Sixth Street Community. Thus over two years ago TODCO identified four **Crucial Community Building Goals** that the 5M Project must integrally incorporate if it is to become important part of our SOMA Neighborhood's **Best 21st Century Future** instead of part of our communities' destruction.

1. Achieve a 30% - now **Prop K's 33%** - inclusionary affordable housing goal in addition to its market-rate housing.

2. In particular, dedicate the Hearst Corporation-owned parking lot on Mission Street near Sixth Street to development of part of that inclusionary affordable housing – a **new SRO or senior housing** – to meet the absolutely urgent needs of Central City residential hotel tenants, who now face soaring rents for even tiny 120 ft hotel rooms with no bathroom.

3. Build an alternative, now called the Preservation Alternative, that includes the site's several character-rich significant buildings and optimizes the Project's new street level open spaces to meet our Neighborhood's decades-long need for a **safe, clean, and welcoming local park**.

4. Fund a well-conceived **Community Benefit Program** at least equal to that required of comparable projects in the immediately adjacent East SOMA zoning district.

The initial response by Forest City Development Co. to all four of these Goals was "No." So we are very pleased to note that today, **the answer is "Yes"** to all four. That is the 5M Project now before you.

There are very **important details** still to be resolved certainly. The design and management of the open space will be critical – for example, there must be a **Tot Lot** for local preschoolers who live in SRO's and apartments like the adjacent Mint Mall today, and who will be joined by dozens more once 5M's housing is built. And the new **shadows** from 5M's towers on nearby Yerba Buena Gardens – though not "major" in terms of impairing its use - must be appropriately mitigated.

But we are going in the right direction – **21st Century SOMA Community Building**.

Sincerely,
John Elberling, President, TODCO Group

City Crossroads Ministries
Serving San Francisco since 1984

July 23, 2015

City of San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

RE: 5M Project

Dear Planning Commissioners,

City Crossroads works directly with residents in San Francisco's South of Market neighborhood, where our community center is located. For 30 years, our organization has helped children and teens reach their full potential in many different aspects of their lives. We provide after-school programming, enrichment services, and a safe haven for multi-ethnic, low-income families.

As an organization, we have seen many developments come to the South of Market. Many have come with an agenda that meets the minimum of planning code and without even acknowledging the existing community, particularly in this latest boom. However, there have been a handful of developers who have broken the mold and have been willing to engage the community on a much deeper level. Forest City is one of these developers.

In my experience, Forest City has gone above and beyond their city mandated requirements to engage the community. They have sought out important stakeholders, invited them to the table, and have genuinely listened and responded to the concerns that have been brought before them. It's true what they say that you will never be able to please everyone, but Forest City has taken a thoughtful approach to the development at 5th & Mission to address many of the concerns that residents have brought to the table.

When there was significant concern over density and height, Forest City responded with the preservation alternative, removing an office building and creating additional open space. When concerns were voiced about design and access to the open space and plazas included in the project, Forest City responded by creating a design that ensures there will be open access for all. And most importantly, when residents shared the imperative concern that the community benefits raised from this project desperately needed to stay in the South of Market rather than being subsumed by the city as whole; Forest City sought out ways to ensure that $10 Million dollars would be used to directly support SoMA schools, youth programs, job training, arts and the cultural heritage of the South of Market Area.

Gentrification is a real and difficult issue. The rapid pace at which San Francisco is being developed is particularly troublesome for low-income communities like ours who are quickly finding themselves shut out of the city they have called home for many years. It is critical that in such uncertain times the types of projects that we support are smart not just in their design and planning, but in how they are willing to build a bridge between the existing neighborhood and the proposed plans. As an urban infill project that utilizes surface parking lots to create multi-use development in the scale and density of the surrounding area; Forest City has created a plan that is smart in its design. We commend this project for meeting the 33% affordable housing, creating thousands of new jobs, increasing pedestrian safety, and creating critically needed open space. By listening to the community concerns, advocating for community benefits to remain in SoMA, and by engaging community partners Forest City has begun to build a bridge that will allow their project to benefit all who live in SoMA.

I encourage you to support Forest City, as they are an excellent developer, neighbor, and a valued partner in the community.
Thank You,

C. Heather Phillips
Executive Director
City Crossroads Ministries

UNITED PLAYAZ

UNITED • PLAYAZ

1038 Howard Street · San Francisco, CA 94103 **www.unitedplayaz.org**

August 6, 2015

Mr. Rodney Fong President
San Francisco Planning Commission
San Francisco Planning Department
1650 Mission Street, Suite 400 San Francisco, CA 94103

Re: The 5M Project

Dear President Fong:

On behalf of United Playaz, please accept this letter of support in lieu of our testimony at today's Planning Commission hearing on Forest City's 5M project. Unfortunately, neither myself, nor any of our members are not able to attend the hearing in person since we are out of town on an educational field trip. I submitted a very similar letter for the July 23rd hearing but after watching the testimony, I felt very strongly that I should continue to impress upon the commission the fact that Forest City has gone above and beyond to engage the community and my full support of this project.

United Playaz is a violence prevention and leadership development organization dedicated to providing youth with positive role models and activities to engage in as an alternative to involvement with gangs, drugs and other high-risk behaviors and we whole-heartedly support the 5M project.

From the very beginning Forest City has engaged and worked with the South of Market neighborhood on the 5M project. Through over 80 well publicized public meetings, Forest City has listened to the concerns of the community about the 5M project. This community feedback was heard and Forest City revised their design to the current preservation alternative and has increased the community benefits of the project. I believe that Forest City has gone above and beyond in their efforts to reach out to community members of diverse backgrounds and to discuss their project with the end goal of fully integrating 5M into the existing community.

Forest City worked directly with United Playaz and SOMA residents in a thoughtful and holistic approach. They understand SOMA is an area in our city that has high needs, but often little resources to address those needs. 5M is not just another cluster of buildings. It is a project that seeks to help balance the needs of affordable housing and providing much needed community benefits.

Forest City's commitment to 33% affordable housing for seniors and families is commendable. The new public open space 5M creates for SOMA will give kids in the neighborhood a chance to grow and thrive. Currently the site is 50 percent parking lots and not accessible to the public. 5M will transform those parking lots into open space where our community can gather. Forest City has also committed to significant investment in neighborhood arts, cultural institutions, Bessie Carmichael/FEC and vital programs, services and employment opportunities for neighborhood youth.

United Playaz supports 5M because we know firsthand Forest City has made every effort to incorporate the needs and concerns of the community, while adhering to city policies.

The 5M project provides tangible community benefits including affordable housing, open space, transit improvements, pedestrian safety, arts, cultural and educational programs for our youth, seniors and our community. These are much needed resources, and we need them urgently. We are proud to support 5M and ask that you do too.

Sincerely,

Rudy Corpuz Jr.

Rudy Corpuz Jr. Executive Director

cc: Commissioner Cindy Wu Commissioner
Michael Antonini
Commissioner Rich Hillis
Commissioner Christine Johnson
Commissioner Kathrin Moore
Commissioner Dennis Richards
Mr. John Rahaim, Director of Planning
Mr. Kevin Guy, Project Manager
Mr. Jonas Ionin, Commission Secretary
Supervisor Jane Kim, District 6

UNITED PLAYAZ

UNITED • PLAYAZ

1038 Howard Street · San Francisco, CA 94103 **www.unitedplayaz.org**

July 20, 2015

Mr. Rodney Fong
President
San Francisco Planning Commission
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: The 5M Project: Preservation Alternative

Dear President Fong:

My name is Rudy Corpuz Jr. I am the Executive Director of United Playaz, a violence prevention and leadership development organization dedicated to providing youth with positive role models and activities to engage in as an alternative to involvement with gangs, drugs and other high-risk behaviors. I am writing this letter in support of the revised 5M project, known as the preservation alternative.

Forest City has held multiple meetings to gather input and feedback from the community. These meetings were well publicized and well attended. As a result of these many meetings, the project has been revised to the existing preservation alternative. Forest City has repeatedly worked with our organization to incorporate the needs of the constituents we serve in the neighborhood and immediate surrounding community. I believe that Forest City has gone above and beyond in their efforts to reach out to community members of diverse backgrounds and to discuss their project with the end goal of fully integrating 5M into the existing community.

United Playaz supports SF youth ages 5-25 through afterschool programming, in-school violence prevention, one on one case management services, TAY employment and education support and community crisis response from our home at 1038 Howard at 6th street. Soma has consistently been a neighborhood of high need and extremely low resources. UP is excited to be a part of public/private partnerships that bring resources to the table for those that need such services desperately. One example of this has been Forest City's support to help UP purchase a permanent home for our services in Soma and their ongoing participation in monthly meetings in support of the students at Bessie Carmichael/FEC K-8 (Soma's only school). Forest City has shown that they are committed to ensuring that 5M becomes a positive asset to the Soma community, not only through their words but through their actions.

We support this project because we feel that Forest City has made a concerted effort to incorporate the needs of the community while following city's policies and practices. I deeply appreciate that they have committed to 33% affordable housing, above the current requirements. I applaud the commitment to senior housing and affordable housing for families. I am excited to enjoy new open space, as currently Soma is home to the fewest parks in the city. Forest City has also committed to significant investment in neighborhood arts, cultural institutions, Bessie Carmichael/FEC and vital programs, services and employment opportunities for neighborhood youth.
As the project continues the planning, design and review process, UP is committed to staying involved as a community partner to continually give feedback and support Forest City's commitment to exploring the community impact and benefits of the project.

In my opinion, the 5M project provides a tangible commitment to affordable housing, open space, transit and pedestrian safety, arts, cultural and educational programs for our youth, seniors and our community. Please feel free to contact me at rudy@unitedplayaz.org if you have any questions or require additional information.

In peace,

Rudy Corpuz Jr.
Executive Director

cc: Commissioner Cindy Wu
Commissioner Michael Antonini
Commissioner Rich Hillis
Commissioner Christine Johnson
Commissioner Kathrin Moore
Commissioner Dennis Richards
Mr. John Rahaim, Director of Planning
Mr. Kevin Guy, Project Manager
Mr. Jonas Ionin, Commission Secretary
Supervisor Jane Kim, District 6

Urban Solutions **BUILDING BETTER NEIGHBORHOODS** one business at a time

August 20, 2015

Mr. Rodney Fong
President
San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear President Fong,

The Forest City/5M Project has made a strong commitment to community outreach and stakeholder engagement associated with this project. They have held numerous community meetings to both listen to and address various local concerns. As such, they have been a model of positive community engagement, which we highly appreciate. Moreover, the project plan is designed to include attractive retail space and Forest City/5M has expressed a desire to attract local small business to these spaces. This approach aligns with our mission to support balanced neighborhood growth that enables local small business owners to survive and thrive in San Francisco. As such, we look forward to working with Forest City/5m and endorse their efforts to attract and retain small businesses that build local family income, local jobs and local taxes.

Best Regards,

Steve McCoy-Thompson
Executive Director
Urban Solutions

Urban Solutions 1167 Mission Street Suite 200 San Francisco CA 94103
www.urbansolutionsSF.org (415) 553-4433 info@urbansolutionsSF.org

July 23, 2015

Rodney Fong, President
San Francisco Planning Commission
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: The 5M Project: Preservation Alternative

Dear President Fong:

On behalf of Tenderloin Neighborhood Development Corporation, I am writing to express support for the revised 5M project known as the preservation alternative, as well as to offer information on our affordable housing development at the corner of Eddy and Taylor Streets, which will be a receiver site of financial support from 5M.

TNDC has been developing, owning and managing affordable housing and providing support services since 1981 in San Francisco's Tenderloin neighborhood, as well as other communities throughout the City. With over 2,600 affordable homes primarily serving households with monthly incomes under $1,000, TNDC is a vital part of the City and County of San Francisco's safety net.

TNDC acquired the parking lot at Eddy and Taylor Streets in January 2008. We designed a 14-story building with 150 apartments to serve individuals and families with an intention to finance it in part with subsidies to be provided by the City and County of San Francisco and State of California. Within three years, however, the combination of the Great Recession and demise of Redevelopment Agencies on the availability of affordable housing funds from the City and State effectively stymied our ability to finance the project we had planned.

At the encouragement of the City, we adopted a strategy to seek non-conventional sources to help finance the project. Over the course of 4 years, we worked with multiple for-profit developers in an effort to develop a mixed-income, market-rate and affordable project; but we were never able to achieve a financially feasible plan. We shortened the building to reduce the amount of public funding necessary to finance it. We also talked to developers who sought to meet their inclusionary housing obligations off-site, but we were ultimately unsuccessful in finding a partner.

Consequently, when Forest City approached us to express interest in supporting the development, we viewed it as a truly unique opportunity to achieve the critical mass of financing necessary to develop the project. With the prospective $18 million to be provided by Forest City, as well as other funding we have successfully secured, we have bow raised all but $7 million of the necessary funds.

TENDERLOIN
NEIGHBORHOOD
DEVELOPMENT
CORPORATION

201 EDDY STREET
SAN FRANCISCO
CA 94102

PH: 415.776.2151
FAX: 415.776.3952
INFO@TNDC.ORG
WWW.TNDC.ORG

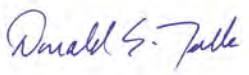
NeighborWorks®
CHARTERED MEMBER

The development itself will be composed of 103 apartments, almost 80% of them two-bedroom and larger. We will set aside 30 of the apartments for formerly homeless families, as well as another 5 for developmentally disabled individuals. We anticipate an aggressive affirmative fair marketing plan to reach out beyond the Tenderloin to the South of Market and other communities throughout San Francisco.

We have worked with the 5M team for the past several years to help them identify and find affordable sites in the SOMA area. . In the end the proposed affordable housing plan for 5M achieves a high level of affordability on private land without redevelopment funds. All of the affordable housing, including Eddy and Taylor, is within a five-minute walk of the site. The other two-thirds of the affordable housing element of their project offers on-site senior and rental housing at 50% of Area Median Income (AMI) and below. The Eddy and Taylor project provides affordability levels ranging from 25-50% of AMI, targeting families and creating a well-rounded affordable housing package for the needs of District 6. We are excited to have this project and Forest City as our continued partner.

Please do not hesitate to contact me at (415) 358-3923 or dfalk@tndc.org if I can provide any additional information. Thank you very much.

Sincerely,



Donald S. Falk
Chief Executive Officer

Cc: Commissioner Cindy Wu
Commissioner Michael Antonini
Commissioner Rich Hillis
Commissioner Christine Johnson
Commissioner Kathrin Moore
Commissioner Dennis Richards
John Rahaim, Director of Planning
Kevin Guy, Project Manager
Supervisor Jane Kim

Eddy & Taylor



PROJECT SUMMARY

Eddy and Taylor is a mixed-use building to be developed by TNDC located at the north east corner of Eddy and Taylor Streets in San Francisco. The site is currently used as a surface parking lot. The development is two blocks from the Powell Street BART & Muni Station and the Market Street corridor. The affordable housing component was originally entitled in 2009 as 153 units but has been on hold due to insufficient funding. In anticipation of the Affordable Housing and Sustainable Communities funding, the development was downsized to 103 units in order to make it financially feasible. The development will also include an upgradable walkable corridor along Eddy and Taylor Streets.

Eddy & Taylor Family Housing will be staffed with 2 full time Social Workers who will provide comprehensive support services to all families living in the building. Some of the retail space in the building will be reserved for a fresh and healthy food vendor.

Developer/Sponsor: (TNDC)	Tenderloin Neighborhood Development Corporation
Architect:	David Baker + Partners
Development Cost:	$73 million
Unit Mix:	15 studios 10 one-bedroom 64 two-bedroom 14 three-bedroom 103 total apartments*
No. of floors:	**8**
Building SF:	87,564 SF Residential 5,297 SF Retail 3,987 SF Common Space & Programming 7,113 SF Courtyard 23,709 SF Circulation & Building Services 127,670 SF Total

Amenities/Features:

Retail, bike parking, & community rooms

CONTINENTAL DEVELOPMENT CORPORATION

RICHARD C. LUNDQUIST
PRESIDENT

Via Email

August 11, 2015

Mr. John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: The 5M Project: Preservation Alternative

Dear Mr. Rahaim:

On behalf of the InterContinental San Francisco, I would like to express our support of the revised 5M project known as the preservation alternative.

Forest City has met with us on several occasions, has addressed our concerns, and to our knowledge appears to have incorporated many elements into the project that would benefit the needs of the neighborhood and immediate surrounding community.

The enhancements to address needs of the community include:

- Affordable housing;
- Youth programs;
- Arts, culture, and educational opportunities;
- Critically-needed open space; and
- Transportation improvements.

As the project progresses through the design and review process, we support the commitment to the social aspects of the project while maintaining quality of life issues for surrounding residents and businesses throughout the construction phase.

In conclusion, we have no objections to the project and are hopeful that it will move expeditiously through the approval process so as to, in the not too distant future, enhance the surrounding area for the benefit of local residents and businesses.

2041 ROSECRANS AVENUE, P.O. BOX 916, EL SEGUNDO, CALIFORNIA 90245-0916
PHONE (310) 640-1520 • FAX (310) 414-9279

Thank you for the opportunity to submit this letter.

Sincerely,

Richard C. Lundquist

Richard C. Lundquist

Yerba Buena Alliance
Board of Directors

Lance Burwell
Karen Carr
Al Cosio
Linda Harrison
Sean Jeffries
Geisce Ly Ph.D.
Mary McCue
Stephen Montgomery
Anthony Rossi
John Ratto
Helen Sause
Chi-Hsin Shao

July 21, 2015

Planning Commission
San Francisco Planning Department
Attn: Rodney Fong
Planning Commission President
1650 Mission Street, Suite 400
San Francisco, CA 94103
City of San Francisco

Dear Mr. Fong:

On Behalf of the Yerba Buena Alliance, I write this letter of acknowledgement on behalf of the 5M Project. The Alliance has been engaging with the 5M Project for more than a year in terms of community outreach. The Alliance would like to acknowledge the projects active engagement with the community in terms of doing community meetings and active outreach. The project has also presented at the Yerba Buena Alliance neighborhood meetings on several occasions to have a chance for the area's stakeholders to be engaged and weigh in on the project.

Since the original introduction of the concepts for the project, the 5M Project has considered the neighborhood needs. This includes access to affordable housing, community jobs and an open process. They have worked hard to address feedback and concerns and incorporate the feedback into the development agreement.

The density feels like the right fit for the neighborhood which is very close to several major forms of public transportation including Bart, Muni, regional transit and the future Central Subway Project. We would also like acknowledge the project for the 33% affordable housing, the 55,000 square feet of public open space, and public realm improvements that increase pedestrian safety and community viability. We are also very impressed with the art and culture opportunities with 12,000 square feet of office space dedicated to art, culture and educational uses.

As Yerba Buena is the cultural heart of San Francisco's downtown neighborhood, the project compliments our neighborhood and we know that the project continues to engage area stakeholders and their crucial input to perfect the project.

The Alliance is a neighborhood organization operating for 24 years to create a sense of community and partnership in Yerba Buena. We appreciate the opportunity to be invited and attend community meetings and outreach opportunities to engage the project with the community.

For questions or concerns, please do not hesitate to contact (415)541-0312. Thank you.

Regards,

Virginia Grandi
Executive Director

Memorandum of Support
5M PROJECT
August 31, 2015

To: The San Francisco Planning Commission

Good afternoon. My name is Bill Worthen.

I am an architect, AIA Fellow and the Founding Principal of Urban Fabrick, a sustainability consulting and communications firm with offices in South of Market, San Francisco and in New York City. I have served on the Central Market Community Benefits District board of directors, the Central SOMA Eco-district Formation Task Force; I currently hold the public seat on the Municipal Green Building Task Force and I used to serve on the Folsom Street Fair Board of Directors.

Suffice to say, I am an active community member. I have lived and worked in the Central SOMA neighborhood for over a decade. I fully understand the complexities and cultural dynamics that make South of Market unique, it's about as diverse a place as you can get in San Francisco.

From my perspective, the 5M project has taken a thoughtful and intelligent approach to the design not only of its buildings, but also in considering the project's impact on the neighborhood.

SOMA is severely lacking in open space. 5M addresses this by establishing nearly 50,000 square feet of new public open space. These new public spaces will be a place to host community events and programming, helping to enrich the arts and life of central SOMA. And let me say, these are urban public spaces, like Mint Plaza and in stark contrast to what I would call wasted public spaces, like the plaza in front of the new federal building at 7th and Mission. A no mans land even at Noon on a Tuesday.

The public spaces proposed by 5M are going to create spaces and places for people. This is one of the strongest reasons I am in support of 5M. They get it.

Now some people are concerned about 5M increasing the problems with wind in SOMA. As it stands now, there are a total of 79 hours of hazardous winds a year. 5M's buildings are located and shaped to reduce the hazardous winds down to 4 hours a year, a reduction of 94 percent and that will have a positive impact on pedestrians and cyclists in the neighborhood.

5M will also create are wider sidewalks and crosswalks making it safer for pedestrians.

The plan is to widen 5th Street's western sidewalk between Mission and Howard by eight feet and widen the east sidewalk by ten feet and the crosswalk at 5th and Mission will be widened. These improvements create a much more walkable 5th street corridor.

5M also addresses concerns about vehicle traffic. In the downtown urban core, traffic is just a reality. But 5M is just a block away from the Powell Muni Metro and BART stations. And as we all know its density, not

parking, that makes urban neighborhoods thrive. I do not own a car, nor have I owned one since I moved into Mint Plaza. My building only has 15 parking spaces for 60 units and it works. We have access to dozens of car shares vehicle and when you live here, you soon realize how freeing it is to live in the heart of San Francisco and not own a car.

5M's transportation demand management (TDM) plan encourages employees and residents to reduce car trips, with a target reduction of 13% with off street parking and to below grade loading. I believe this is a reasonable approach to alleviate traffic.

We need public and community spaces that will work and that is what 5M is proposing. As a small business owner; on behalf of my firm and my community, I urge you to support 5M.

Thank you.



William Worthen, FAIA LEED Fellow GreenPointRater
Founding Principal

I support Forest City's proposed 5M Project

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: ARTURO NORIEGA

Street address: 1190 MISSION ST. 419

City: SF **Phone:** 415 304 6408

State: CA **Zip code:** 94103

Email address: arturonoriega49@gmail.com

Signature: Arturo Noriega

Comments: MADE PLEDGE TO LEAVE TRINITY PLAZA OCT 31, 2015 EVICTION

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

I support Forest City's proposed 5M Project

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: REMEDIOS (REMY) DELA CRUZ

Street address: 639 Bush St. Apt. 62,

City: San Francisco **Phone:** (415) 216-6832
or (415) 957-1866

State: San Francisco **Zip code:** CA. 94108

Email address:

Signature: Remy Dela Cruz (Remedios) full first name

Comments: Need place for Housing

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

I support Forest City's proposed 5M Project

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: Margarita A Usi (Rita)

Street address: 651 A Minna St

City: San Francisco **Phone:** (415) 626-4737

State: CA **Zip code:** 94103-3714

Email address: None

Signature: Margarita A. Usi

Comments:

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

I support Forest City's proposed 5M Project

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: Paul Woods

Street address: 705 Natoma St #318

City: San Francisco **Phone:** 415-715-4513

State: California **Zip code:** 94103

Email address: Paul Woods 73@ Yahoo.com

Signature: Paul Woods

Comments: Do You Except Sheltered Cats

No S.F.C

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

I support Forest City's proposed 5M Project

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: Lolita F. Abecilla

Street address: 348 Lake Merced Blvd. #71

City: Daly City CA. 94015-3124 **Phone:** (415) 571-1244

State: CA. 94015-3124 **Zip code:** 94015

Email address:

Signature: Lolita Abecilla

Comments:

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I support Forest City's proposed 5M Project

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Name [print]: REMY G. AGSAULIO

Street address: 466 Ellis apt. 905

City: San Francisco **Phone:** 1-415-931-3514

State: California **Zip code:** 94109

Email address:

Signature: Remy G. Agsaulio

Comments:

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Name [print]: ESTHER U BUNGAY

Street address: 801 Howard st. apt 426

City: SFO **Phone:** (415) 957-0768

State: CA **Zip code:** 94103

Email address:

Signature: EBungay

Comments: I support this project because this was our area good especialy our senior and me a Senior also Very good location for us and everybody — this is 30%

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Name [print]: CORAZON T. BATOON

Street address: 449 O'FARELL STREET APT 503

City: ~~S.CA~~ S.F. **Phone:** 415-673-2503

State: CA! **Zip code:** 94103

Email address:

Signature: C Batoon

Comments: I support this Prodject Especially Senior - Very Good Lucation,

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Name [print]: EDITA A. REYES

Street address: 801 HOWARD St. SF CA

City: SF **Phone:** (415) 896-5527

State: CA **Zip code:** 94103

Email address:

Signature: Edita A. Reyes

Comments: This is about time that senior's housing will be right near the down town area where seniors can have walks around. family housing too is more welcome.

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Name [print]: LUZVIMINDA PORCALLA

Street address: 1009 MISSION ST

City: CA **Phone:** (415) 861-4985

State: SF **Zip code:** 94103

Email address:

Signature: LUZVIMINDA PORCALLA

Comments: PANAHON PARA MAGKAREON

NG BABAHAY

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Name [print]: TERESITA ZENAIDA PINTO

Street address: 3434 Geary Blvd Apt 10 H

City: San Francisco **Phone:** 1415 889 - 9577

State: California **Zip code:** 94118

Email address:

Signature: Teresita Zenaida Pinto

Comments: Nakaluluwa na magkaroon ng pabahay ang mga matatanda.

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Name [print]: MERCEDES V. VILLANUEVA

Street address: 1367 Natoma St

City: San Francisco **Phone:** 415-802-3121

State: CA **Zip code:**

Email address:

Signature: Mercedes V. Villanueva

Comments: I need low cost housing

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Name [print]: GELACIO RILLERA

Street address: 88 6TH APT 526

City: SAN FRANCISCO **Phone:** 415-948-6814

State: CA **Zip code:** 94103

Email address:

Signature:

Comments: Question —

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Name [print]: CLEMENCIA PACLIBAR

Street address: 467 CRESCENT MANOR APT. 605 S.F. C

City: S F C 94102 **Phone** 916-256-7719

State: Ca - **Zip code:** 94102

Email address: NONE

Signature: Clemencia P. Paclibar

Comments: This is good.

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Name [print]: Remedios DALIT

Street address: 379 Naples St SF CA 94112

City: SF **Phone:** 415-756-5040

State: CA **Zip code:** 94112

Email address:

Signature: RMDalit

Comments:

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Name [print]: MARTA TRANCE

Street address: 4117 NORIEGA ST

City: SF **Phone:** 415-661-8544

State: CA **Zip code:** 94122

Email address:

Signature: Marta Trance

Comments:

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Name [print]: AIMEE M. ELHAMIRI

Street address: 205 9TH ST #22

City: SF CA **Phone:** (415) 699-8969

State: CA **Zip code:** 94102

Email address: elhamiri.aimee@gmail.com

Signature: 

Comments: I'd like to have children & senior program/educational/entertainment in the facilities.

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Name [print]: ELVIRA MUNOZ

Street address: 245 ~~White~~ Willits ST

City: DALY CITY **Phone:** (415) ~~337~~ 786-57-19

State: CA **Zip code:** 94014

Email address:

Signature: Elvira Muñoz

Comments:

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Name [print]: Rizalito Bandelaria

Street address: 690 Larch Way

City: SF CA **Phone:**

State: **Zip code:** 94115

Email address:

Signature: Bandelaria

Comments:

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Name [print]: Grace Igawa

Street address: 943 Howard St.

City: SF **Phone:** ~~94103~~ 4159487065

State: CA **Zip code:** 94103

Email address: graceigawa@me.com

Signature:

Comments:

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Name [print]: Rosalito Li PETIG

Street address: MOSSER HOTEL

City: SAN Francisco **Phone:** 415-549-6018

State: California **Zip code:** 94103

Email address: Petito Rosalito 7(a) Gmail

Signature: Repetito

Comments: No comment

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Name [print]: YOSEMIZALDY LACAP

Street address: 474, NATOMA ST. # 509

City: S F **Phone:** (415) 407 6636

State: CA **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: Marites Balanza

Street address: 973 Howard st. Apt 6

City: San Francisco **Phone:** 415-867-3800

State: CA **Zip code:** 94103

Email address: TESS_balanza@yahoo.com

Signature: Mbalanza

Comments:

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Name [print]: LITO BUSTOS

Street address: 973 HOWARD ST

City: S.F. **Phone:**

State: CA. **Zip code:** 94103

Email address: LITOBUSTOS@YAHOO.COM

Signature: Lito B. Bustos

Comments:

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Name [print]: ROSARIO LACAP

Street address: 474 NATOMA - ST. APT. 509

City: S. F, C **Phone:** (415) 889-9544

State: _____ **Zip code:** 94103

Email address: _____

Signature: Rosario Lacap

Comments: _____

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Name [print]: MARIA JENNET W. UDTOHAN

Street address: 1773 B MCKINNON AVE. S.F. CA.

City: SAN FRANCISCO **Phone:** (415) 373-84-33

State: CALIFORNIA **Zip code:** 94124

Email address:

Signature: MJ Udtohan

Comments:

NO COMMENT

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Name [print]: CRISTINA TORNO

Street address: 612 ABBOT AVE

City: DALY CITY, CA 94014 **Phone:** 650 218 0715

State: CA **Zip code:** 94014

Email address: torno.cristina@yahoo.com

Signature: Cristina Torno

Comments:

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Name [print]: Federico Meneses

Street address: 121 Decatur Ct.

City: Hercules **Phone:** 510-327-4134

State: Ca **Zip code:** 94547

Email address: bus.KKbtours@gmail.com

Signature: Federico Meneses

Comments:

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Name [print]: EDNA DeJa CRUZ

Street address: 2398 MARIGOLD WAY

City: ANTIOCH **Phone:** 415 602-9424

State: CA **Zip code:** 94531

Email address: CRUCITAEDNA@YAHOO.COM.

Signature: Edna dela Cruz

Comments:

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Name [print]: DAISY AQUINO & Alicia Aquino

Street address:

City: **Phone:**

State: **Zip code:**

Email address: daysiaqui@yahoo.com

Signature: Daisy Aquino

Comments:

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Name [print]: Editha B. Yabut

Street address: 245- Eastmarket st #223

City: Daly City **Phone:** (415)-747-5227

State: California **Zip code:** 94014

Email address:

Signature: Editha B yabut

Comments:

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Name [print]: REDENTOR DE YEPA

Street address: 1035 Scott St. Apt. A

City: San Francisco **Phone:** (415) 248-6359

State: California **Zip code:** 94115

Email address: redentordeyepa@sbcglobal.net

Signature:

Comments: Good Luck.

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Name [print]: Mary Miller

Street address: 139 Manjosa Ave

City: D C. 94015 **Phone:**

State: CA **Zip code:** 9401 5

Email address:

Signature: M Miller

Comments: No Comment

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Name [print]: Herminia Gorre

Street address: 320 Clementine St

City: SF **Phone:** 415 243-0161

State: **Zip code:** 94103

Email address: menigorre@yahoo.com

Signature: Herminia Gorre

Comments:

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Name [print]: ANTHONY BAUTISTA

Street address: 100 VICKLES AVE APT # 3

City: SAN FRANCISCO **Phone:** 415-794-1076

State: CA **Zip code:** 94112

Email address:

Signature:

Comments:

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Name [print]: Galia A. Lumas

Street address: 1188 Mission Street # 24,2

City: SF CA ~~94103~~ **Phone:** (415) 553-8827

State: CA **Zip code:** 94103

Email address:

Signature: Galia A - Lumas (Lumas)

Comments:

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Name [print]: Elizabeth Y. Singh

Street address: 796 Gellert Blvd.

City: Daly City **Phone:** 415-994-5294

State: CA. **Zip code:** 94015

Email address:

Signature: [signature]

Comments:

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Name [print]: ALLAN Viray

Street address: 255 franfort street daly ~~city~~

City: Daly city **Phone:** 415 756 1601

State: CA **Zip code:** 90104

Email address:

Signature:

Comments:

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Name [print]: Aiyanna Laroza

Street address: 347 S. 11th Street

City: San Jose **Phone:** (209) 373-6700

State: CA **Zip code:** 95112

Email address: aiyanna.laroza@gmail.com

Signature:

Comments:

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Name [print]: Demarkius Higgins

Street address: 1190 Howard St Apt 427

City: S. F **Phone:** (415) 571-0720

State: Ca **Zip code:** 94103

Email address: Drehiggs75@gmail.com.

Signature:

Comments:

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Name [print]: REYNALDO BAUTISTA

Street address: 52 Florentine ST.

City: San Francisco CA. 94112 **Phone:** 415-574-6478

State: San Francisco **Zip code:** 94112

Email address: reynaldobautista44@yahoo.com

Signature:

Comments:

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Name [print]: Afiw E. Bandelaria

Street address: 690 Farel Way

City: San Francisco **Phone:** (415) 985-7944

State: Ca. **Zip code:** 94115

Email address:

Signature: Afiw E. Bandelaria

Comments: We support senior housing. Because I'm already senior too. Hope to build more senior building.

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Name [print]: Felix A. Portillo

Street address: 115 Blanken Avenue

City: San Francisco **Phone:** 415-272-6785

State: CA **Zip code:** 94134

Email address: fportillo94@gmail.com

Signature:

Comments:

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Name [print]: CASIANO M. PAYAWAL

Street address: 691 HAMILTON ST.

City: SAN FRANCISCO **Phone:** (415) 203-1174

State: CA **Zip code:** 94134

Email address: XPO362@GMAIL.COM

Signature:

Comments:

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Name [print]: Elizabeth Kalt

Street address: 1445 LYON ST APT #5

City: San Francisco **Phone:** (408) 772-5170

State: CA **Zip code:** 94118

Email address: cpanda818@comcast.net

Signature: Elizabeth Kalt

Comments: I love the idea

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

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Name [print]: Jason TheRaisone

Street address: 6362 Robertson Avenue

City: Newark **Phone:** (510) 557-4621

State: CA **Zip code:** 94560

Email address: JayftheRaisone@yahoo.com

Signature:

Comments:

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Name [print]: Tony Far

Street address: 34-6TH ST #326

City: SAN FRANCISCO **Phone:** 415-305-1507

State: CALIF **Zip code:** 94103

Email address:

Signature: Tony Far

Comments:

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Name [print]: Amanda Hand

Street address: 3728 Cesar Chavez

City: SF **Phone:** 217-682-8968

State: CA **Zip code:** 94110

Email address: anhand@anderson.edu

Signature: A Hand

Comments:

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Name [print]: Robert Moore

Street address: 3728 Cesar Chavez

City: San Francisco **Phone:** (415) 602-1773

State: CA **Zip code:** 94110

Email address: robmooresf@gmail.com

Signature: Robert Moore

Comments:

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Name [print]: MARC FARISS

Street address: 2934 PINE ST.

City: S.F., CA **Phone:** (415) 524-6413

State: CAL **Zip code:** 94115-2419

Email address: marcef67@hotmail.com

Signature: Marc E. Farin

Comments: SOUNDS LIKE A WIN-WIN SITUATION !

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Name [print]: Gary Lang

Street address: 3131 Pine

City: San **Phone:**

State: Calf **Zip code:** 94115

Email address:

Signature:

Comments:

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Name [print]: Cierra Crowell

Street address: 21 Columbia Square #211

City: San Francisco **Phone:** 415-539-7540

State: CA **Zip code:** 94103

Email address: cierra@gcrowell@yahoo.com

Signature: Cierra Crowell

Comments: I support increased affordable housing & increased job opportunities for already local residents.

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Name [print]: Tamesha Harris

Street address: 420 Berry st # 50

City: SF **Phone:**

State: CA **Zip code:** 94158

Email address: Shantorh_2006@yahoo.com

Signature:

Comments:

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Name [print]: DIANE LAVI

Street address: 1601-16TH AVE

City: SF **Phone:** 415 661-7981

State: CA **Zip code:** 94122

Email address: NA

Signature: Diane Lavin

Comments:

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Name [print]: Jennifer Moore

Street address: 3728 Cesar Chavez

City: San Francisco **Phone:** 415 602 1770

State: CA **Zip code:** 94110

Email address: jleis1@hotmail.com

Signature: Jennifer R. Moore

Comments: Great amount of affordable housing. Like the open space.

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Name [print]: Lucinda Haas.

Street address: 227 7th St A507

City: San Francisco **Phone:** 415 361.5297

State: CA **Zip code:** 94103

Email address: lhaas@mercyhousing.org

Signature: L Haas

Comments: I support more affordable housing and the work that 5M is doing!

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Name [print]: Raymond Vivas

Street address: 3728 cesar chavez

City: San Francisco **Phone:** (415) 518-7678

State: California **Zip code:** 94110

Email address: amyski1@gmail.com

Signature:

Comments:

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Name [print]: Nicole Givens

Street address: 850 Visitacion

City: San Francisco **Phone:**

State: CA **Zip code:**

Email address: nicabean@gmail.com

Signature:

Comments:

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Name [print]: Jessica Guevarra

Street address: 57 Taylor

City: SF **Phone:** (415) 532-4942

State: CA **Zip code:** 94102

Email address: jcguevarra@gmail.com

Signature: jcguevarra

Comments:

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Name [print]: Stephanie D. Menchaca

Street address: 957 Mission St. #201

City: S.F **Phone:** (415) 368-5995

State: CA. **Zip code:** 94103

Email address: stephat@GM.hard.com

Signature: Menchaca

Comments:

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Name [print]: LINDA ROSENDO

Street address: 957 MISSION ST.

City: SF **Phone:** 632-2995

State: CA **Zip code:** 94103

Email address: NONE

Signature: Linda Rosendo

Comments: NO COMMENT

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Name [print]: Edward Bayaga

Street address: 957 Mission St.

City: SAN FRANCISCO **Phone:** 415 896 2434

State: CA. **Zip code:** 94103

Email address: edward1469@Y.C

Signature: [signature]

Comments:

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Name [print]: JASMIN M. BAYAUA

Street address: 957 Mission St, Apt. 222

City: San Francisco **Phone:** 510-543 9981

State: California **Zip code:** 94103

Email address:

Signature: JMBayaua

Comments:

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Name [print]: Felicitas B. Locsin

Street address: 957 Mission St. apt. 511

City: S.F. **Phone:** (415) 543-0855

State: Ca **Zip code:** 94103

Email address:

Signature: Felicitas B. Locsin

Comments: no comments:

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Name [print]: Tom Suess (manju

Street address: 957 Mission St. # 115

City: S.F. **Phone:** 415-713-0357

State: CA. **Zip code:** 94103

Email address:

Signature: Tom Suess

Comments: SUPPORT 5M PROJECT.

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Name [print]: MARIFE SUESS

Street address: 957 MISSION STREET

City: S. F. CA. **Phone:** 415-713-0351

State: Ca. **Zip code:** 94103

Email address: Marifesuess@gmail.com

Signature: [signature]

Comments: I SUPPORT THE 5 M. PROJECT.

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Name [print]: Beltran C. Mares

Street address: 957 Mission St 522

City: SF **Phone:** 415 348-0737

State: SF **Zip code:** 94103

Email address:

Signature: [signature]

Comments:

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Name [print]: Juanita Petalver

Street address: 457 Mission st Apt 531

City: SF **Phone:** 1-415 420 [redacted]

State: SF **Zip code:** 94103

Email address:

Signature: Juanita Petalver

Comments:

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Name [print]: PORFERIA ABAGO

Street address: 957 MISSION ST. 228

City: S.F. **Phone:** —

State: Ca. **Zip code:** 94103

Email address: —

Signature: P. A.

Comments: SUPPORT 5M PROJECT

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Name [print]: VAN T. Ball

Street address:

City: **Phone:** (650) 430 7164

State: **Zip code:**

Email address:

Signature:

Comments:

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Name [print]: Cristy Egamino Egamino

Street address: 937 Mission St. 207

City: SF (A) **Phone:** (415) 5461225

State: **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: Glenda Macalino / Resley Macalino

Street address: #415

City: _____ **Phone:** call 415-~~6[illegible]~~-3595997

State: _____ **Zip code:** _____

Email address: _____

Signature: _____

Comments: _____

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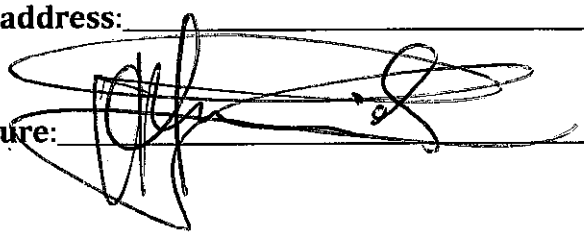
Name [print]: JOEL PINOY MAGALONG

Street address: 431

City: _____ **Phone:** _____

State: _____ **Zip code:** _____

Email address: _____

Signature: 

Comments: _____

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Name [print]: Estrella Garchitorena

Street address: 957 Mission SF #430

City: San Francisco **Phone:** 415 495 1722

State: CA **Zip code:** 94103

Email address: egarch@yahoo.com

Signature: Estrella garchitorena

Comments:

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Name [print]: Juanita P. Rosagan

Street address: 957 Mission St., Apt 307

City: SF CA **Phone:** 415-368-8860

State: California **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: SYLVIA

Street address: 957 MISSION ST APT 315

City: CA SF **Phone:** 415 240-6713

State: CA **Zip code:** 94103

Email address:

Signature: Sylvia C. Zyo

Comments: SUPPORT S.M. PROJECT.

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Name [print]: ORLANDO DE VERA

Street address: 657 Natoma St

City: SF **Phone:** 415-341-2048

State: Ca **Zip code:** 94103

Email address:

Signature: Orlando de Vera

Comments:

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Name [print]: LARRY WILLIAMSON

Street address: 230 EDDY #1420

City: SAN FRANCISCO **Phone:** (415) 503-8429

State: CA **Zip code:** 94102

Email address: TEXAN63@GMAIL.COM

Signature: [signature]

Comments: PLEASE THINK ABOUT ADDING SPACE FOR A DOG PARK AND MORE UNITS FOR SINGLE PEOPLE, FAMILY'S HAVE ALL THE GOOD UNITS

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Name [print]: Regi Meadows

Street address: 230 Eddy St #1107

City: San Francisco **Phone:** ~~415-940-9674~~ 415-563-3107 W Pageo landline

State: CA **Zip code:** 94102

Email address: Meadowsregi@ymail.com

Signature: Reginald Meadows

Comments: Thank you for taking the time to answer Questions You were very helpful.

By signing this petition, I authorize it's use for submission to public officials and government agencies and agree to allow my name and image to be released publicly as a supporter of the project.

I support Forest City's proposed 5M Project

Boeddeck 8/21/14

I support Forest City's proposed 5M Project located on four acres between 5th, Mission, and Howard streets in downtown San Francisco. I encourage the Board of Supervisors and Planning Commission to support the project. The project includes thirty-three percent affordable housing, will provide unprecedented support for local arts, green and open space, and will not displace any local residents.

Name [print]: ROSALIA TUVERA

Street address: 230 EDDY St. #70

City: SAN FRANCISCO **Phone:** 415-875-9195

State: California **Zip code:** 94102

Email address:

Signature: R. Tuvera

Comments:

I am supporting it very much, cause, I want to apply for the Family Housing.

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Name [print]: Claudia A. Cerda-Portobanco

Street address: 474 Natoma St. Apt 203

City: San Francisco **Phone:** (415) 368 4670

State: California **Zip code:** 94103

Email address: claudiacerda@hotmail.com

Signature: claudiaCerdaP.

Comments:

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Name [print]: MARISSA V. YAP

Street address: 474 NATOMA ST. APT. 601

City: S.F. **Phone:** (415) 589-7751

State: CA **Zip code:** 94103

Email address: marissayap07@yahoo.com

Signature:

Comments:

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Name [print]: JULIO LAU IV

Street address: 474 NATOMA ST APT 701

City: SF **Phone:** 415-957-0612

State: CA **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: Kurt Andrey Gordon

Street address: 474 Natoma Street Apt. 809

City: San Francisco **Phone:** 415-301-9576

State: California **Zip code:** 94103

Email address:

Signature: Kurt Gordon

Comments:

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Name [print]: Fadhl Shaie

Street address: 474 Natoma st

City: S. F **Phone:** 415-368-2259

State: CA **Zip code:** 94103

Email address: SalehFadhl@icloud.com

Signature: Shaie

Comments:

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I support Forest City's proposed 5M Project

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Name [print]: Camille Jackson

Street address: 1159 Hopkins St.

City: Berkeley **Phone:** (510) 541-5067

State: CA **Zip code:** 94702

Email address: Camille.g.jackson@gmail.com

Signature: Camille Jackson

Comments: Great project for more public Open Space!

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Name [print]: ROBERT CHAU

Street address: 474 NATOMA ST. APT. 406

City: S.F. **Phone:** 415 517 8219

State: CA **Zip code:** 94103

Email address:

Signature: R Chu

Comments:

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Name [print]: Jenna Conner

Street address: 474 Natoma St. #305

City: S.F. **Phone:** (415) 306-6535

State: CA **Zip code:** 94103

Email address: jmconner64@gmail

Signature:

Comments:

excited about the open public space

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Name [print]: Willie Eger

Street address: 474 Natoma St - #506

City: San Fran **Phone:** 415-979-0172

State: Ca **Zip code:** 94103

Email address:

Signature: W. Eger

Comments: It's gonna be great!! The Hood will be up and coming! New Life!!

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Name [print]: Guadalupe Taylor

Street address: 474 Natoma st #103B

City: San Francisco **Phone:** 415 528 9837

State: California **Zip code:** 94103

Email address: guadalupetaylor@homelessprenatal.org

Signature:

Comments:

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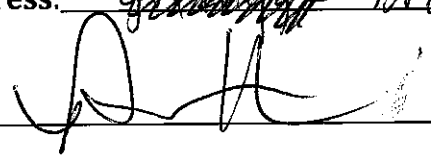
Name [print]: Brian Pittman

Street address: 474 Natoma Apt

City: San Francisco **Phone:** 303 298-5764

State: CA **Zip code:** 94103

Email address: brian Pittman 1971 @ gmail.com

Signature: 

Comments: Do the right thing

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Name [print]: EVELYN PAJARES

Street address: 474 NATOMA ST. # 207

City: SAN FRANCISCO **Phone:** (415) 748-4137

State: CA. **Zip code:** 94103

Email address: evelyn816@sbcglobal.net

Signature: Evelyn Pajares

Comments:

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Name [print]: Marissa Gordon

Street address: 474-Natoma St. Apt. 809

City: S.F **Phone:** (415) 597-6344

State: CA **Zip code:** 94103

Email address: Rizzaward@yahoo.com

Signature: M. Gordon

Comments:

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Name [print]: Rose Eger

Street address: 474 Natoma St. 506

City: SF. **Phone:** (7) 415-979-0172

State: CA **Zip code:** 94103

Email address: Jumpnjiven40s@aol.com

Signature: Rose Eger

Comments: Hopefully the whole neighborhood can benefit from the upgrade. The importance of affordable family housing & safe places to live & raise children is so crucial for our city to continued to succeed. The homeless and drug addiction also need to be dealt with. Some programs?

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Name [print]: Marlene Oviedo

Street address: 474 Natoma St.

City: San Francisco **Phone:** 415-231-8487

State: CA **Zip code:** 94103

Email address: maoviedo28@gmail.com

Signature: [signature]

Comments: It's really beautiful! I can't wait to see it.

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Name [print]: Micah Hale Gordon

Street address: 474 Natoma St. Apt 809

City: San Francisco **Phone:** (415) 601-0814

State: California **Zip code:** 94103

Email address: micah_gordon28@yahoo.com

Signature: m gordon

Comments:

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Name [print]: Rizza Ward Gordon

Street address: 479 Natoma St. Apt. 809

City: San Francisco **Phone:** (415) 597-6258

State: California **Zip code:** 94103

Email address: rizzawardg@gmail.com

Signature:

Comments:

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Name [print]: ARIEL G. HAYO

Street address: 474 LATOMA ST.

City: SAN FRANCISCO **Phone:** 415 879 2815

State: CA, **Zip code:** 94103

Email address: RHL.HAYO@YAHOO.COM

Signature:

Comments:

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Name [print]: CONNIE MUY

Street address: 174 ELLIS ST #708

City: SAN F **Phone:** 415-291-0269

State: CA **Zip code:** 94102

Email address:

Signature:

Comments:

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Name [print]: ANGELINA P. LERO

Street address: 230 EDDY ST. APT. 218

City: SAN FRANCISCA **Phone:** 1-415-885-7929

State: CA **Zip code:** 94102

Email address:

Signature: Angelina P Lero

Comments: NOTHING

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Name [print]: Annette Burrus

Street address: 75 Dore St. #218

City: San Francisco **Phone:** (415) 810-6611

State: California **Zip code:** 94103

Email address:

Signature: Annette Burrus

Comments:

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Name [print]: Debra Benedict

Street address: 75 Dore St #301

City: San Francisco **Phone:** (415) 240-0216

State: CA **Zip code:** 94103

Email address: macromaid@yahoo.com

Signature: Debra Benedict

Comments: Really important to do outReach so thanks for showing up^ and^ don't forget Rooms for 12-step type groups Lots + Lots of them

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Name [print]: GREGORY KING

Street address: 1190 HOWARD ST #327

City: S.F. **Phone:** 415-410-1715 or 510-757-4396

State: CA **Zip code:** 94103

Email address: KINGGREGORY4@GMAIL

Signature:

Comments:

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Name [print]: Marlies Toms

Street address: 1180 4th St. #312

City: S.F. **Phone:** 650-430-7253

State: CA **Zip code:** 94158

Email address: Mtoms74@gmail.com

Signature: Marlies Toms

Comments: Following through with this project would benefit so many families, especially the children, and their future.

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Name [print]: Linda Brown

Street address: 1397 Gateview Ave D

City: San Francisco **Phone:** 510 637 2313

State: CA **Zip code:** 94130

Email address: Newlife in 2012@icloud.com

Signature:

Comments: I will Speak

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Name [print]: MARY GRACE L. GOZALO

Street address: 535 MINNA ST. # 303, S.F, CA 94103

City: _____ **Phone:** 510-207-0988

State: _____ **Zip code:** _____

Email address: marygracelgozalo@yahoo.com

Signature: MLGozalo

Comments: _____

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Name [print]: Gabriela Rosendo

Street address: 474 Natoma St. #807

City: SF **Phone:** (415) 590-9112

State: CA **Zip code:** 94103

Email address: g.rosendo83@gmail.com

Signature:

Comments:

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Name [print]: CARLO GASCON

Street address: 99 A SOUTH PARK

City: S.F. **Phone:** 415-623-0054

State: CA **Zip code:** 94107

Email address: GASCON_CARLO@YAHOO.COM

Signature:

Comments: RAISE THE $35,700.

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Name [print]: MARISOL SILVA

Street address: 11 NORTHRIDGE RD

City: SAN FRANCISCO **Phone:** 415·866·5370

State: CA **Zip code:**

Email address: SOLY415@GMAIL.COM

Signature:

Comments:

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Name [print]: GISELE VLAS

Street address: 245 5th St

City: SF **Phone:**

State: CA **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: Bill Olivas

Street address: 2409 18th St

City: SF **Phone:** 415-648-3610

State: CA **Zip code:** 94110

Email address: Hogstatus@sbcglobal.net

Signature: Bill Oliv

Comments:

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Name [print]: ILAISAANE OFA (NANE)

Street address: 3128 CESAR CHAVEZ

City: SF **Phone:** 415·678·0456

State: CA **Zip code:** 94110

Email address: hane-676@yahoo.

Signature:

Comments:

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Name [print]: Emil Fogarino

Street address: 15 Red Rock Way #N-311

City: SF **Phone:** 415-946-2586

State: Ca **Zip code:** 94131

Email address: Emil.fogarino@gmail.com

Signature: Emil Fogarino

Comments: Great Ideas!

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★ 8/14

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Name [print]: Curtis Bradford

Street address: 230 Eddy St. # 1011

City: San Francisco **Phone:** 415-426-8982

State: CA **Zip code:** 94102

Email address: curtisbradford5@gmail.com

Signature: C Bradford

Comments: The changes represent a shift toward community benefits. This project helps meet our affordable housing needs in the Tenderloin and S.F.

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Name [print]: Doug Shader

Street address: 44 Chenery St

City: San Francisco **Phone:** 415 424 6391

State: CA **Zip code:** 94131

Email address: redwood878@yahoo.com

Signature: Doug Shader

Comments: I know so MANY homeless seniors who DESPARATELY NEED Affordable Housing. The shelters are so packed they end up on my front step half the week-- unable to get a bed in a shelter. These are people with good SSI incomes that can't get in a shelter or affordable housing. THIS IS AN EMERGENCY!!!!!

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Name [print]: NESTOR N. DELA CRUZ

Street address: PO BOX 12431

City: S. F. **Phone:** (415) 425-6039

State: CA **Zip code:** 94112

Email address:

Signature: Nestor d. Cruz

Comments: Senior Housing
Studio Type

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Name [print]: MA. JUANITA B. DELA CRUZ

Street address: 439 IRVINGTON ST. / PO BOX 12431

City: S. F. **Phone:** (415) 425-9722

State: CA **Zip code:** 94014 / 94119

Email address:

Signature: MJBdelaCruz

Comments: TO OWN A STUDIO TYPE SENIOR HOUSING..

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Name [print]: REMY G. AGSAULIO

Street address: 666 ELLIS, Apt. 905

City: S.F. **Phone:** (415) 931-3514

State: CA **Zip code:** 94109

Email address:

Signature: Remy G. Agsaulio

Comments:

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Name [print]: AIMEE M. ELHAMIRI

Street address: 205 9TH ST #22

City: SF **Phone:** (415) 699-8969

State: CA **Zip code:** 94103

Email address: elhamiri.aimee@gmail.com

Signature:

Comments: I'd like an amusement, gym, exercise, dancing & garden area for seniors activities.

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Name [print]: DELIA S ECLAVEA

Street address: 467 TURK ST. #604

City: SF. **Phone:** (415) 409-1762

State: ~~CA~~ SF CA **Zip code:** 94102

Email address:

Signature: Delia S. Eclavea

Comments:

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Name [print]: ALMA ANIMD

Street address: 311 Baden St. S. F. CA 94131

City: San Francisco **Phone:** (415) 571-5765

State: CALIFORNIA **Zip code:** 94131

Email address:

Signature:

Comments: I hope you can provide affordable housing for seniors,

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Name [print]: JUSTINO R. DAVID, JR

Street address: 322 BARTLETT ST. APT. # 2

City: SFRANCISCO C **Phone:** (415)-648-7093

State: C A. **Zip code:** 94804

Email address:

Signature:

Comments: I VERY THANKFULL IF I GET A ONE NEW UNIT, OF.

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Name [print]: SALVADOR S. VELOSO

Street address: 558 - Natoma St. Apt. A

City: SAN FRANCISCO, Ca. **Phone:**

State: California **Zip code:** 94103

Email address:

Signature: S. S. Veloso
Salvador S. Veloso

Comments: I hope I can get one and very thankful for the offer.

S. S. Veloso

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I support Forest City's proposed 5M Project

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Name [print]: MONROE MARIN GAINES

Street address: 140 TURK STREET

City: SAN FRANCISCO **Phone:** 415 596 9893

State: CA **Zip code:** 94102

Email address:

Signature: Monroe Gaines

Comments:

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Name [print]: EDWARD, CAROL, MARKHAM

Street address: 44-, MC-, ALGIER, ST, #505

City: SAN-, FRANCISCO **Phone:** 431-2870

State: CALIF, **Zip code:** 94102

Email address: 415-, 581-0891 x110

Signature: Edward, C, Markham

Comments: GOOD- LUCK, ON THE, FOREST- CITY'S, PROPOSED- 5M, PROJECT,

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Name [print]: MELBA P. MATA

Street address: 1520 GOUGH ST.

City: SAN FRANCISCO **Phone:** (415) 728-2416

State: CA **Zip code:** 94109

Email address: menengomata@gmail. mereny.mata@gmail.com

Signature: [signature]

Comments: I need asap low housing

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Name [print]: Starcia T. Cousar-Delacruz

Street address: 516-A Natoma St.

City: San Francisco **Phone:** 415-937-2143

State: Ca **Zip code:** 94103

Email address: StarciasCafe@gmail.com

Signature:

Comments:

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Name [print]: RAMI P. BANAAG

Street address: 230 EDDY ST #507

City: SF **Phone:** (415) 563-3159

State: CA **Zip code:** 94102

Email address: ramibanaag1944@gmail.com

Signature: [signature]

Comments: I like the project

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Name [print]: XINYUE HUANG

Street address: 230 Eddy ST Apt 609

City: San Francisco **Phone:** (415) 441-1068

State: CA **Zip code:** 94102

Email address: Xinyue_25@126.com

Signature: Xinyue Huang

Comments:

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Name [print]: Aurea Duran

Street address: 230 Eddy St. Apt. 306 SF, CA

City: S. F **Phone:** 415-568-1498

State: CA **Zip code:** 94102

Email address:

Signature:

Comments:

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Name [print]: ERICK BEAN

Street address: 1190 HOWARD St, # Apt. 522

City: SAN FRAN **Phone:** n/a

State: CA. **Zip code:** 94103

Email address:

Signature:

Comments: "DARN GOOD IDEA"

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Name [print]: David W. Mangan

Street address: 1190 Howard San. Fran.

City: San Fran. **Phone:** N/A

State: Ca **Zip code:** 94103

Email address:

Signature: David Mg

Comments:

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Name [print]: Yuk

Street address: 1180 HOWARD ST

City: SF **Phone:** 415 865 0728

State: CA **Zip code:** 94103

Email address:

Signature:

Comments:

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Name [print]: Josephine Wong

Street address: 230, Eddy St., #1014

City: S.F. **Phone:** 415-345-9088

State: CA **Zip code:** 94102

Email address: N/A

Signature: J. Wong

Comments: Good Project.

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Name [print]: HAROLD M. Hoogasian

Street address: 615 Seventh Street

City: San Francisco **Phone:** 415-229-2732

State: CA **Zip code:** 94103

Email address: harold@hoogasian.com

Signature: Harold Hoo

Comments:

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~~Board~~ Planning Commn

Name [print]: Kaston Wilson

Street address: [redacted] 401 3rd St

cell

City: SF **Phone:** 415 283 9321

State: CA **Zip code:** 94107

Email address: twitch66360@mac.com

Signature:

Comments:

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Name [print]: Kris Ongoco

Street address: 161 Gilbert St. #9

City: SF **Phone:** 915-515-4841

State: **Zip code:**

Email address: kristian.ongoco@gmail.com

Signature:

Comments: 5M project has engaged the community and has been resp. to the community's needs. I'm ~~hope~~ confident they will continue to be involved in this ever changing neighborhood.

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Name [print]: SEAN BROWN

Street address: 3450 Sacramento #401

City: SF **Phone:** 415 409 9481

State: CA **Zip code:** 94118

Email address: SBROWN@PIXIBOARD.COM

Signature:

Comments:

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SOMA

#7

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Name [print]: Dr Jack Sinnow

Street address: 71 6th St

City: San Francisco **Phone:** 415-777-3626

State: CA **Zip code:** 94103

Email address: DRSINNOW@HOTMAIL.COM

Signature:

Comments:

Excellent Project which SOMA will benefit from!

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Name [print]: Sherwin Lee

Street address: 1 California

City: S.F. **Phone:** CA

State: CA **Zip code:** 94111

Email address: Sherwinl@gmail.com

Signature:

Comments:

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Name [print]: Julieta Laud

Street address: 474 Natoma St. # 701

City: SF **Phone:** 957-0612

State: Ca. **Zip code:** 94103

Email address:

Signature: Laud

Comments:

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Name [print]: Brooke Ray Smith

Street address: 452 Bartlett St #403

City: S. F. **Phone:** 650 400 0484

State: CA **Zip code:** 94110

Email address: brookeray@gmail.com

Signature:

Comments: A+ please approve this!

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Name [print]: Gregory J Bryan

Street address: 1253 Vallejo St.

City: San Francisco **Phone:** (415) 640-4341

State: CA **Zip code:** 94109

Email address: GregoryBryanC@gmail.com

Signature:

Comments: The Project should have a positive impact on the South of Market Community.

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Name [print]: Henry Karnilowicz

Street address: 1019 Howard St

City: San Francisco **Phone:** 415.621.7533

State: CA **Zip code:** 94103

Email address: accexp@aol.com

Signature:

Comments: Excellent project from which SOMA will benefit.

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Name [print]: Jean Feilmoser

Street address: 93A Raymond Ave.

City: SAN FRANCISCO **Phone:** _____

State: CA **Zip code:** 94134

Email address: gypsyj@att.net

Signature: Jean Feilmoser

Comments:

I'm a native San Franciscan who is struggling trying to stay. Open lottery to real San Franciscans ONLY

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Name [print]: Nikki Hoogasian

Street address: 485 Monticello

City: SF **Phone:**

State: CA **Zip code:** 94127

Email address:

Signature: N Hoog

Comments:

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