

**DUPLICATE**

Free Recording Pursuant to  
Government Code Section 27383 at the  
Request of the Successor Agency to the Redevelopment  
Agency City and County of San Francisco

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Successor Agency to the Redevelopment Agency of the  
City and County of San Francisco  
One South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: Executive Director

**CONFORMED COPY** of document recorded

on 12/09/2013 with document no 2013J802262  
This document has not been compared with the original  
**SAN FRANCISCO ASSESSOR-RECORDER**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**FOURTH AMENDMENT TO MISSION BAY SOUTH  
OWNER PARTICIPATION AGREEMENT**

**Dated June 4, 2013**

**by and between**

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY  
AND COUNTY OF SAN FRANCISCO**

**and**

**MB, LLC, a Delaware limited liability company**

REC'T # **0004847546**  
December 09, 2013 15:08:45

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder

Official # **13-J802262-00**  
REEL L039 IMAGE 0455

Account Number 26  
SFCC Redevelopment Agency  
Free Issue

Total fee ..... \$0.00  
Amount Tendered... \$0.00

Change ..... \$0.00

aa1,AK/1/127

**FOURTH AMENDMENT TO MISSION BAY SOUTH OWNER PARTICIPATION  
AGREEMENT**

This Fourth Amendment to the Mission Bay South Owner Participation Agreement (this "Fourth Amendment") dated for reference purposes only as of June 4, 2013, is by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (the "Successor Agency"), commonly known as the Office of Community Investment and Infrastructure, and FOCIL-MB, LLC, a Delaware limited liability company (the "Owner").

**RECITALS**

This Fourth Amendment is made with reference to the following facts and circumstances:

A. The Redevelopment Agency of the City and County of San Francisco (the "Former Agency") and Catellus Development Corporation, a Delaware corporation ("CDC"), entered into that certain Mission Bay South Owner Participation Agreement dated as of November 16, 1998 (the "Original OPA") and recorded December 3, 1998 as Document No. 98-G477258-00 in the Official Records of San Francisco County (the "Official Records"), which was amended by a First Amendment to Mission Bay South Owner Participation Agreement (the "First OPA Amendment") dated as of February 17, 2004 and recorded March 3, 2004 as Document No. 2004H669955 in the Official Records, between Former Agency and Catellus Land and Development Corporation, a Delaware corporation ("CLDC"), successor in all of CLDC's rights and obligations under the Original OPA, a Second Amendment to Mission Bay South Owner Participation Agreement (the "Second OPA Amendment") dated as of November 1, 2005 and recorded November 30, 2005 as

Document No. 2005I080843 in the Official Records, between Former Agency, CLDC, and the Owner, successor in interest to all of CLDC's rights and obligations under the Original OPA, as amended by the First OPA Amendment, and a Third Amendment to Mission Bay South Owner Participation Agreement (the "Third OPA Amendment) dated as of May 21, 2013, and recorded \_\_\_\_\_ as Document No. \_\_\_\_ in the Official Records, between the Successor Agency and Owner. The Original OPA, as amended by the First OPA Amendment, the Second OPA Amendment, and the Third OPA Amendment, shall be referred to in this Fourth Amendment as the "South OPA".

B. On February 1, 2012, the Former Agency was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26"), codified in relevant part in California's Health and Safety Code Sections 34161 – 34168 and upheld by the California Supreme Court in *California Redevelopment Assoc. v. Matosantos*, No. S194861 (Dec. 29, 2011). On June 27, 2012, AB 26 was subsequently amended in part by California State Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) ("AB 1484") (together, AB 26 and AB 1484 are referred to as the "Redevelopment Dissolution Law").

C. Pursuant to the Redevelopment Dissolution Law, all of the Former Agency's assets and obligations (with the exception of certain housing assets) were transferred to the Successor Agency. Accordingly, the Successor Agency assumed the obligations under the South OPA, which remains in effect.

Under the Redevelopment Dissolution Law, a successor agency has the continuing obligation, subject to certain review by an oversight board and the State of California's Department of Finance ("DOF"), to implement "enforceable obligations" which were in place

prior to the suspension of such redevelopment agency's activities on June 28, 2011, the date that AB 26 was approved. The Redevelopment Dissolution Law defines "enforceable obligations" to include bonds, loans, judgments or settlements, and any "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy" (Cal. Health & Safety Code § 34171(d)(1)(e)), as well as certain other obligations, including but not limited to requirements of state law and agreements made in reliance on pre-existing enforceable obligations. The South OPA meets the definition of "enforceable obligations" under the Redevelopment Dissolution Law.

D. Owner is the current owner of an approximately .70 acre site located on certain real property in the City and County of San Francisco ("City"), commonly known as Block 7E, Block 8711, Lot 32 ("Block 7E"). All of Block 7, including Block 7E, is an Approved Site as that term is defined in the Mission Bay South Housing Program and is so designated in the South OPA. Block 7 was included in a Major Phase Approval as an Approved Site, Agency Resolution No. 178-2005 (Nov. 1, 2005), and thus a Memorandum of Option for Block 7E was recorded in the Official Records of San Francisco County as Document No. 2007-I413540-0 on July 5, 2007 (the "Block 7E Option"), as required under Section 2.4 of the Mission Bay South Housing Program of the South OPA.

E. The Regents of the University of California and the Successor Agency are parties to a Disposition and Development Agreement for the development of affordable housing on Block 7E ("DDA"). The Regents has elected to pay \$5,000,000.00 in liquidated damages to the Successor Agency in lieu of constructing the Phase I Affordable Housing Project on Block 7E and Successor Agency has agreed to release The Regents from its obligations under the DDA. The

termination of the DDA requires the Owner and Successor Agency to consider new development proposals for Block 7E to fulfill the South OPA obligations.

F. Family House, Inc., a nonprofit public benefit corporation ("Family House") proposes to develop a 96,000 square foot facility on Block 7E that will include approximately 80 extended stay rooms and associated common area and program space to support families of patients receiving treatment primarily at University of California at San Francisco Medical Center (the Family House Project). However, the Family House Project would not qualify as Affordable Housing Units and thus is not currently eligible to use Block 7E. FOCIL seeks to provide space in Mission Bay South for the Family House Project to complement the Mission Bay UCSF Hospital that is currently under construction. Accordingly, FOCIL proposes to change the designation of Block 7E as an Approved Site so that it may transfer Block 7E, under Section 14 of the South OPA, to Family House for the Family House Project. Removing the designation of Block 7E as an Approved Site would have the effect of terminating the Block 7E Option because it would no longer be available for development of an Agency Affordable Housing Project.

G. Although the transfer of Block 7E to Family House would reduce the amount of land for affordable housing on Block 7 by .70 of an acre, the Successor Agency, in consultation with the Mayor's Office of Housing ("MOH"), has determined that the total number of Affordable Housing Units contemplated within the Housing Program can be accommodated on the remaining parcels designated for Affordable Housing Units under the Housing Program. In order to implement the transfer of Block 7E to Family House and development of Block 7E for the Family House Project, Owner is seeking an amendment to the Mission Bay South OPA to change the designation of Block 7E as an Approved Site and allow development of the Family House Project.

H. The proposed Family House Project use on Block 7E is an institutional use governed by the Residential Guidelines set forth in the Mission Bay South Design for Development.

I. The Mission Bay South Design for Development (“Design for Development”) standards allow a maximum of one parking space to be provided for every dwelling unit, plus a minimum and a maximum of one space for each 1,000 square feet of gross floor area of office uses. The Design for Development does not have a specific parking requirement for a use like the Family House Project. Assuming an equivalency of 1.7 bedrooms per dwelling unit based on the 1998 Mission Bay Final Subsequent Environmental Impact Report (“FSEIR”) to determine a residential equivalency, the proposed project of 80 extended stay rooms is considered to be equivalent to a residential project with 47.1 dwelling units. In addition, the Family House Project contains 1,600 square feet of office space. Therefore the Family House Project could be allowed to provide up to 49 parking spaces (i.e. the sum of 47.1 parking spaces for dwelling units and 1.6 parking spaces for office space) and be in compliance with the intent of the Design for Development requirements.

J. The Successor Agency has determined that, for purposes of this Fourth Amendment to the OPA, Family House Project is equivalent to a housing project requiring the payment of an affordable housing fee and the Successor Agency and Family House have negotiated a payment in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (“Block 7E Affordable Housing Fee”), based on the formulae in the City’s Inclusionary Affordable Housing Ordinance, Planning Code § 415.5. Under this formula, the applicable percentage for the fee is 20% of forty-seven (47) units (or 9.4 units) and the per unit subsidy is an amount based on the current affordable housing fee schedule produced by the City

for its Inclusionary Affordable Housing Program (i.e. studio: \$171,558; 1 bedroom unit: \$236,545; 2 bedroom unit: \$326,086). For purposes of applying this formula to the Block 7E development, the Family House and the Successor Agency agreed to apply the following assumptions in order to determine the applicable fee based on a determination of what a residential project on the Block 7E might include: A 47 units project consisting of seven studio units, 20 one-bedroom units, 20 two-bedroom units.

K. The costs incurred by the Agency and the City Agencies in connection with the negotiation of this Fourth Amendment and related documents, including environmental review documentation to comply with the California Environmental Quality Act, shall be deemed, under Article 6 of the South OPA, to be Agency Costs. To avoid the use of Net Tax Increment to reimburse Agency Costs for this Fourth Amendment, Family House will reimburse the Agency for Agency Costs incurred in connection with the negotiation of this Fourth Amendment.

L. The Owner and Successor Agency wish to enter into this Fourth Amendment for the purpose of achieving the further redevelopment within the South Plan Area and making certain amendments to the South OPA, all to further effectuate the program of development contemplated by the Mission Bay South Redevelopment Plan. The Fourth Amendment fulfills the following objectives:

- (i) the development of a community-serving, non-profit use on Block 7E, which no longer has a viable development program in light of the DDA termination;
- (ii) the development of the Family House Project on Block 7E will fulfill the objectives of the Mission Bay South Redevelopment Plan, including retaining and promoting UCSF's activities within the City and County of San Francisco, strengthening the

economic base of the South Plan Area and the community by adding to the diversity of uses within the South Plan Area, and achieving these objectives in the most expeditious manner feasible;

- (iii) the Family House Project is a beneficial, non-profit use serving an important support function to the Mission Bay UCSF Hospital, its patients and their families;
- (iv) based on the Successor Agency's analysis of available remaining Affordable Housing sites in Mission Bay, the housing that was originally contemplated for Block 7E can be accommodated elsewhere within Mission Bay South. In addition, Family House will pay the Block 7E Affordable Housing Fee that the Successor Agency will use for affordable housing developed within Mission Bay South, with a priority to use the Affordable Housing Fee for the development of Block 7W. Accordingly, the Fourth Amendment will allow an additional beneficial use within Mission Bay without adversely impacting production of Affordable Housing Units and in fact will contribute substantial funds toward production of such units, thereby reducing the need for the use of tax increment for the completion of existing obligations, and in the process will accelerate the completion of development under the Mission Bay South Redevelopment Plan, the South OPA and the related enforceable obligations.

The parties have entered into this Fourth Amendment to memorialize their understanding and commitments concerning the matters generally described above.

M. Under Redevelopment Dissolution Law, the Oversight Board has the authority to "approve any amendments to [any contracts between the dissolved redevelopment agency and any private parties] if [Oversight Board] finds that amendments...would be in the best interests of the taxing entities." Cal. Health & Safety Code Section 34181(e). For the reasons stated in Recital L, this Fourth Amendment meets this standard for amendment of an enforceable obligation.

N. The Oversight Board, consistent with its authority under AB 26 to approve amendments to agreements between the dissolved redevelopment agency and private parties where it finds that amendments or early termination would be in the best interests of the taxing entities, by Resolution No.5-2013, determined that an amendment to the South OPA that would permit the Family House Project in the Plan Area is in the best interests of the taxing entities.

O. Under Redevelopment Dissolution Law, the California Department of Finance ("DOF") must receive notice and information about all Oversight Board actions, which do not take effect until DOF has either not requested review within five days of the notice or requested review and approved the action within 40 days of its review request. On June 10, 2013, the Successor Agency provided a copy of Oversight Board Resolution No. 5-2013 to DOF, which did not object to the amendment to the South OPA within the statutory time period for its review, or which approved the amendment to the South OPA within the statutory time period of the Successor Agency's review request.

## **AGREEMENT**

**Accordingly**, for good and valuable consideration, the receipt, amount and sufficiency of which is hereby acknowledged, the Owner and the Successor Agency agree as follows:

1. Permitted Block 7E Uses. The South OPA is hereby amended to include a new section 3.2(e) as follows:

3.2(e). The Owner may develop on Block 7E an approximately 96,000 square foot facility consisting of (i) approximately 80 extended stay rooms and associated common area and program space and parking to support families of patients receiving treatment primarily at University of California at San Francisco Medical Center, or (ii) similar nonprofit use, if approved by the Successor Agency Commission. Block 7E is depicted on the Parcel Map attached hereto as Attachment A-2.

2. Scope of Development Amendment to Reflect Permitted Uses. The South OPA Attachment B (Scope of Development) is hereby amended to add a new I.B.10 as follows:

I. B.10. Up to a 96,000 square foot facility that will include approximately 80 extended stay rooms and associated common area and program space and parking to support families of patients receiving treatment primarily at University of California at San Francisco Medical Center; or (b) similar nonprofit use, if approved by the Successor Agency Commission. As provided in the Mission Bay South Redevelopment Plan (Section 302.1, Mission Bay South Residential), extended stay rooms and associated spaces are permitted as a secondary use (institutional, small social service/philanthropic facility) which will require a finding by the Executive Director prior to development that the 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.

3. Deletion of Block 7E as Approved Housing Site/Advance Delivery Block. OPA Attachment C (Housing Program) is hereby amended to delete Block 7E, as shown on Attachment

A-2, from Attachment C, Exhibit F as an Approved Housing Site and from Attachment C, Exhibit H as an Advance Delivery Block. As a result of the removal of Block 7E from the list of Approved Housing Sites, the Block 7E Option terminates and the Successor Agency shall record a notice of termination and release of the Block 7E Option, substantially in the form attached hereto as Exhibit C. In addition, wherever the acreage of land to be contributed to the Agency by the Owner for the construction of Affordable Housing Units is referenced the amount shall be reduced by 0.7 acres; for example, where “12.2” acres of land is identified, it shall be deemed to be amended to refer to “11.5” acres of land.

4. Affordable Housing Requirement. Attachment C (Mission Bay South Housing Program) is hereby amended to include a new Section 4.6 under Owner Housing Program as follows:

4.6 Block 7E Affordable Housing Fee. The development of a facility not to exceed 96,000 square feet and including approximately 80 extended stay rooms, as described in Section 1.B.10 of the South OPA Attachment B (Scope of Development), is equivalent to a housing project consisting of approximately 47 units that would be required under the City’s Inclusionary Housing Ordinance (which is otherwise not applicable to the South OPA) to pay an Affordable Housing Fee pursuant to the formula in Section 415.5 of the San Francisco Planning Code. Accordingly, the developer of Block 7E shall pay the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (“Block 7E Affordable Housing Fee”) to the Successor Agency upon close of escrow on Block 7E transferring the property to Family House but not later than January 1, 2015, provided, however, if the Successor Agency requires the Block 7E Affordable Housing Fee to provide a commitment of financial assistance to the development of Block 7W in order for the developer of Block 7W to submit a competitive application for an allocation of private activity tax exempt bonds or low income housing tax credits (“Block 7W Allocation Application”) as

evidenced by the developer of Block 7W providing Family House with written notification of its intention to submit a Block 7W Allocation Application on a certain date and evidence of other funding commitments which when combined with the Successor Agency's financial commitment provide sufficient funds for construction, Family House will pay the Block 7E Affordable Housing Fee within thirty days of such request provided all of the following have occurred (i) all conditions to close of escrow have been satisfied or waived by Family House and FOCIL on Block 7E (ii) FOCIL has deposited in escrow a grant deed conveying Block 7E to Family and authorized the recordation of such grant deed; and (iii) the date by which the Successor Agency requests the payment of the Block 7E Affordable Housing Fee is no earlier than January 15, 2014.

5. Effective Date. This Fourth Amendment shall take effect upon the later of (i) the full execution and delivery of this Fourth Amendment by the parties; (ii) the date the enacting Resolution is effective in accordance with Health and Safety Code Section 34179(h); and (iii) the date of final completion of all of the Transfer Milestones, as set forth in Section 6 below ("Effective Date"). This Fourth Amendment shall be deemed null and void if the Effective Date has not occurred by 5:00 p.m. California time on January 1, 2015, unless the parties mutually agree to extend the Effective Date, provided no such extension shall be for more than six months, there shall be no more than two such extensions approved and any such extensions may be approved by the Successor Agency Executive Director. Notwithstanding the preceding sentence, if the Successor Agency has requested the Block 7E Affordable Housing Fee pursuant to Section 4.6 above prior to January 1, 2015 and the conditions set forth above for payment of the Block 7E Affordable Housing Fee have been met but Family House fails to pay the Block 7E Affordable Housing Fee pursuant to the Successor Agency's request, this Fourth Amendment shall be deemed

null and void as of the date for payment of the Block 7E Affordable Housing Fee, unless the parties mutually agree to an extension.

6. Transfer Milestones. For purposes of this Fourth Amendment, the Transfer Milestones include the following:

- a. A grant deed, duly executed, acknowledged and deposited into escrow, conveying Block 7E from Owner to Family House.
  - b. A restrictive covenant, substantially in the form attached hereto as Exhibit A, duly executed, acknowledged and deposited into escrow.
  - c. An Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit B, duly executed, acknowledged and deposited into escrow.
  - d. A notice of the termination and release of the Block 7E Option, ("Option Release"), substantially in the form attached hereto as Exhibit C, duly executed, acknowledged, and deposited into escrow.
  - e. Payment of the Block 7E Affordable Housing Fee to the Successor Agency.
  - f. Family House and Owner have acknowledged satisfaction or waiver of all conditions to close of escrow on Block 7E.
-

7. General Provisions

7.1. South OPA in Full Force and Effect. Except as otherwise amended hereby and as previously revised to reflect various non-material changes, all terms, covenants, conditions and provisions of the South OPA shall remain in full force and effect.

7.2. Successors and Assigns. This Fourth Amendment is binding upon and will inure to the benefit of the successors and assigns of the Former Agency, Successor Agency, the Owner, and, as applicable, the City, subject to the limitations set forth in the South OPA.

7.3. Recitals. The Recitals in this Fourth Amendment are included for convenience of reference only and are not intended to create or imply covenants under this Fourth Amendment. In the event of any conflict or inconsistency between the Recitals and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

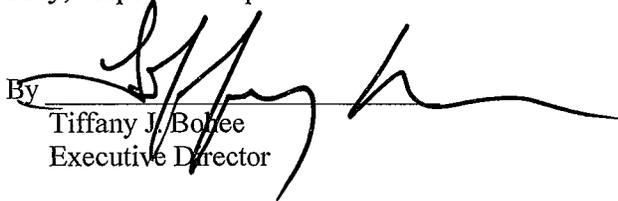
7.4. Counterparts. This Fourth Amendment may be executed in any number of counterparts, all of which, together shall constitute the original agreement hereof.

IN WITNESS WHEREOF, the Successor Agency has caused this Fourth Amendment to be duly executed on its behalf and the Owner has signed or caused this Fourth Amendment to be signed by duly authorized persons, all as of the day first above written.

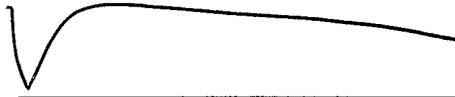
Authorized by Successor Agency Resolution  
No. 28-2013, adopted June 4, 2013

SUCCESSOR AGENCY

Successor Agency to the Redevelopment Agency  
of the City and County of San Francisco, a public  
body, corporate and politic

By   
Tiffany J. Bohée  
Executive Director

FOCIL-MB, LLC, a Delaware limited  
liability company

By: 

Name: **Richard B. Fried**  
**Managing Member**

Title: \_\_\_\_\_

Approved as to Form:

DENNIS J. HERRERA,  
City Attorney as counsel to Successor Agency

By   
Heidi J. Gewertz  
Deputy City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

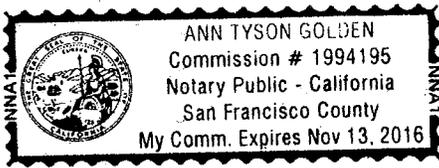
State of California

County of SAN FRANCISCO

On 9/23/2013 before me, Ann Tyson Golden, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Richard B. Fried  
Name(s) of Signer(s)

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: Ann Tyson Golden  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- |  |  |
|--|--|
| Signer's Name: _____   | Signer's Name: _____   |
| <input type="checkbox"/> Corporate Officer — Title(s): _____   | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**

**DECLARATION OF RESTRICTIONS**

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FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383 AT THE REQUEST OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED MAIL TO:

Successor Agency to the Redevelopment Agency of the City and County of San Francisco  
1 S. Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: Executive Director

APN: Block 8711, Lot 32 (portion)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("**Declaration**") is made as of \_\_\_\_\_, by FAMILY HOUSE, INC., a California non-profit public benefit corporation ("**Owner**"), in favor of the SUCCESSOR AGENCY TO THE FORMER SAN FRANCISCO REDEVELOPMENT AGENCY, a public body organized and existing under the laws of the State of California, ("**Successor Agency**"), commonly known as the Office of Community Investment and Infrastructure. The restrictions and covenants stated herein shall bind Owner and its successors and assigns ("**Covenantor**") and shall be enforceable by the Successor Agency.

In accordance with the Community Redevelopment Law of California (Health & Safety Code Section 33000 et seq.), the City and County of San Francisco (the "**City**"), acting through its Board of Supervisors and Mayor, approved a Redevelopment Plan for the Mission Bay South Redevelopment Project Area by Ordinance No. 335-98, adopted on November 2, 1998 (the "**Redevelopment Plan**"), which provides for the redevelopment, rehabilitation and revitalization of the area generally bounded by Seventh Street, Mariposa Street, original alignment of Terry Francois Boulevard and China Basin Channel and containing approximately 238 acres of land, as further described in Attachment 1 to the Redevelopment Plan (the "**Plan Area**").

The Plan Area includes that certain property located in San Francisco, California, and further described in Exhibit A attached hereto and incorporated herein by reference (the "**Site**"), and the Site is further subject to the terms and conditions of that certain Mission Bay South Owner Participation Agreement between The Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") and , Catellus Development Corporation, predecessor in interest to FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), dated as of November 16, 1998 (the "**Original OPA**"), as amended by a First Amendment to Mission Bay South Owner Participation Agreement dated February 17, 2004, a Second Amendment to Mission Bay South Owner Participation Agreement dated November 1, 2005, a Third Amendment to Mission Bay South Owner Participation Agreement dated May 21, 2013, and a Fourth Amendment to the Mission Bay South Owner Participation Agreement dated June 4, 2013 (as amended, the "**OPA**"). The Owner intends to develop on the Site a facility providing temporary housing primarily for patients and their families receiving treatment at University of California at San Francisco ("**UCSF**") Medical Center (the "**Project**").

Under California State Assembly Bill No. 1X26 (Chapter 5, Statutes of 2011-12, first Extraordinary Session), as amended by California State Assembly Bill No. 1484 (collectively, the "**Dissolution Bills**"), the Former Agency dissolved as a matter of law on February 1, 2012, and the Successor Agency established under the Dissolution Bills is successor in interest to the Former

Agency's regulatory role in, among other matters, reviewing and approving or disapproving proposed developments in the Plan Area and the Former Agency's enforceable obligations under the OPA, including its obligation to develop affordable housing in the Plan Area.

The Redevelopment Plan imposes certain restrictions on the Site and the Owner has agreed to the imposition of these restrictions on the Site in accordance with this Declaration.

- A. From and after the date this Declaration is recorded in the Official Records of San Francisco County (the "**Recording Date**") until that date that is seventy-five (75) years after the date of the certificate of final completion and occupancy ("Certificate of Occupancy") has been issued for a development on the Site, Covenantor shall only use the Site for the predevelopment uses permitted in the Redevelopment Plan, development of the Project, or the development of Dwelling Units (as defined in the Redevelopment Plan) that are Affordable (as defined in the Mission Bay South Housing Program of the South OPA) provided the Covenantor obtains an allocation of Dwelling Units from the Successor Agency and FOCIL and the Dwelling Units conform to the Mission Bay South Design for Development approved by the Former Agency by Resolution No. 191-98 on September 17, 1998, and Final Construction Documents (as defined in the OPA) (an "**Approved Housing Project**"); provided, however, that the Covenantor may use the Site for the development of a project with a similar nonprofit use to the Project if approved in advance by the Successor Agency Commission ("Alternative Project").

This Section A shall remain in effect from the Recording Date until seventy-five (75) years following from the earlier to occur of (a) the issuance of a Certificate of Occupancy for the Project or an Alternative Project, or (b) the issuance of a Certificate of Occupancy for an Approved Housing Project ("**Compliance Term**").

- B. If an Approved Housing Project is developed at the Site, the Dwelling Units shall be Affordable (the "**Affordability Restriction**") and Covenantor shall not make or permit any change from the use of the Site for the development, operation, maintenance, repair, and replacement of the Approved Housing Project, unless the express prior written consent for the change in use has been requested and obtained from Successor Agency.

This Section B shall remain in effect for the Compliance Term. The Affordability Restriction shall remain throughout the Compliance Term in first priority position with respect to record title for the Site and shall not be subordinated to the lien of any deed of trust or other financing.

- C. Following the expiration of the Redevelopment Plan, the Covenantor agrees that any change in the Project (or the Alternative Project or the Approved Housing Project, if applicable) or the Site shall be consistent with the uses, height and bulk requirements of local land use controls in effect for the Site at the time of such change and all required approvals from the City and any other regulatory body with purview over the site will be acquired prior to any change to the Project.

This Section C shall remain in effect in perpetuity.

- D. The Covenantor shall maintain, or cause to be maintained, in good condition the improvements on the Site and related areas, including the exterior of the Project, Alternative Project or Approved Housing Project, as applicable, landscaping located on the Site or any part thereof, and sidewalks, street trees and street furniture related to the Site, and shall repair, subject to the above-described obligation to restore, such improvements to the reasonable satisfaction of the Successor Agency in its regulatory capacity. Covenantor's obligations under this Section shall not apply to reasonable wear and tear.

This Section D shall remain in effect during the Compliance Term.

- E. The Covenantor shall notify the Successor Agency at least fifteen (15) days before any proposed changes in the legal or beneficial ownership, or any other act or transaction resulting in any change in the ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Site, of which the Covenantor or any of its officers or members have been notified or otherwise have knowledge or information. Any proposed transferee must assume and agree to, in writing for the Successor Agency's benefit and binding on the transferee, its successors and assigns, all of obligations and all of the conditions and restrictions that remain in effect as provided in this Declaration of Restrictions; provided, however, that the Successor Agency shall retain its remedies against the transferee even if the transferee has not delivered the required assumption agreement.

This Section E shall remain in effect during the Compliance Term.

- F. The Successor Agency's remedies for violations of the covenants in this Declaration of Restrictions include any action permitted at law or in equity to cure or remedy the violation, including instituting proceedings to compel specific performance by the Covenantor. Prior to exercising any remedies allowed under this section, the Successor Agency shall provide the Covenantor with notice of such violation and a reasonable time to cure such violation or to commence to cure.
- G. If any provision of this Declaration or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Declaration, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Declaration shall be valid and be enforceable to the full extent permitted by law, except to the extent that enforcement of this Declaration without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Declaration.

This Section G shall remain in effect during the Compliance Term.

- H. Any notice, consent or approval required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one (1) business day after being deposited with a reliable overnight courier service, next business day service requested, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. Notices to Covenantor, Successor Agency and FOCIL shall be delivered to each of the following addresses, or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above:

Family House:

Family House  
50 Irving Street  
San Francisco, CA 94122  
Attention: Executive Director  
Facsimile: (415) 502-0885  
Telephone: (415) 476-1730

With copies to:

Goldfarb & Lipman, LLP  
1300 Clay Street, 11<sup>th</sup> Floor  
Oakland, CA 94612  
Facsimile: (510) 836-1035  
Telephone: (510) 836-6336

Successor Agency:

Office of Community Investment and Infrastructure  
1 South Van Ness Ave., 5<sup>th</sup> Floor  
San Francisco, California 94103  
Attn: Executive Director  
Re: Mission Bay South Block 7 East

City and County of San Francisco  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Re: Mission Bay South Block 7 East

FOCIL:

FOCIL-MB, LLC  
c/o Mission Bay Development Group, LLC  
410 China Basin Street  
San Francisco, California 94158  
Attention: Seth Hamalian and Legal Department  
Facsimile: (415) 355-6666  
Telephone: (415) 355-6635

Any consent or approval required to be given under this Declaration by the Successor Agency may be given by the Successor Agency Executive Director, unless otherwise identified above, and shall not require the approval of the Successor Agency Commission.

This Section H shall remain in effect during the Compliance Term.

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Covenantor hereby executes this Declaration as of the date first written above.

FAMILY HOUSE, INC., a California non-profit public  
benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

State of California            )  
  ) ss  
County of San Francisco    )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## Exhibit A

### Legal Description of Site

Being a portion of Assessor's Block 8711 Lot 32 as said lot is shown on that certain map entitled "Final Map Tract No. 3936 - for Residential and Commercial Condominium Purposes, Mission Bay (2-7 and 13)" recorded on February 22, 2006 in Book BB of Maps at Pages 54 through 58 in the Office of the Recorder of the City and County of San Francisco, State of California and being more particularly described in Parcel B (APN 227 - Portion of Former APN 32) in Exhibit B of that certain Certificate of Compliance recorded September 27, 2012, as Instrument No. 2012-J513011-00, Reel K741, Image 497, in the Office of said Recorder, as follows:

COMMENCING at the northwesterly corner of Assessor's Block 8711 Lot 31 as shown on said Final Map; thence, North  $86^{\circ}49'04''$  East, 294.00 feet along the northerly lines of said Lot 31 and Lot 32 to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North  $86^{\circ}49'04''$  East, 110.75 feet along said northerly line of said Lot 32 to the westerly line of Parcel 1 as conveyed to the City and County of San Francisco by the Grant Deed recorded on December 16, 2010 in Reel K291 Image 409 in the Office of said Recorder; thence, South  $03^{\circ}10'56''$  East, 275.03 feet along said westerly line to the southerly line of said Lot 32; thence, South  $86^{\circ}49'04''$  West, 110.75 feet along said southerly line to a line parallel with and distant easterly 294.00 feet, measured at right angles, from the westerly line of said Lot 31; thence, North  $03^{\circ}10'56''$  West, 275.03 feet along said parallel line to the POINT OF BEGINNING.

APN: 8711-032 (Portion Only)

**EXHIBIT B**

**ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

FOCIL-MB, LLC  
c/o Mission Bay Development Group, LLC  
410 China Basin St.,  
San Francisco, CA 94158  
Attention: Erica E. Wray, Esq.

APN: Block 8711, Lot 32 (portion)

**ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

(Mission Bay South – Land Use Block 7E)

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "**Agreement**") effective as of \_\_\_\_\_, 201\_\_ (the "**Effective Date**"), is entered into by and among FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), FAMILY HOUSE, INC., a California nonprofit public benefit corporation ("**Assignee**"), and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco pursuant to State Assembly Bill No. 26 (ABX1 26), approved by Governor Brown on June 28, 2011, and filed with the California Secretary of State on June 29, 2011 (the "**Successor Agency**").

**RECITALS:**

A. In accordance with the Community Redevelopment Law of the State of California (Health & Safety Code Section 33000 et seq.), the City and County of San Francisco (the "**City**"), acting through its Board of Supervisors, has approved a Redevelopment Plan for the Mission Bay South Redevelopment Project by Ordinance No. 335-98 adopted by the Board of Supervisors on November 2, 1998. The Redevelopment Plan was recorded in the Office of the Recorder of the City and County of San Francisco (the "**Official Records**") on November 18, 1998, at Reel H264, Image 420, Series No. 98-G470337-00, and a Certificate of Correction thereto was recorded in the Official Records on January 20, 1999, at Reel H304, Image 513, Series No. 99-G501704-00. The Redevelopment Plan, as corrected and as it may be amended from time to time, is referred to herein as the "**Mission Bay South Redevelopment Plan**."

B. The Mission Bay South Redevelopment Plan provides for the redevelopment, rehabilitation and revitalization of the area generally bounded by the south embankment of the China Basin Channel and Seventh Street, Interstate 280, Mariposa Street, original alignment of Terry Francois Boulevard, and Third Street, as more particularly described in the Mission Bay South Redevelopment Plan (the "**South Plan Area**").

C. In order to facilitate the implementation of the Mission Bay South Redevelopment Plan, the former Redevelopment Agency of the City and County of San Francisco ("**Redevelopment Agency**") and Catellus Development Corporation ("**CDC**"), entered into that certain Mission Bay South Owner Participation Agreement dated as of November 16, 1998 (the "**Original South OPA**"), regarding the development of the property within the South Plan Area then owned by CDC. The Original South OPA, as amended, is more particularly described in

Item 5 of the Development Entitlements listed in Exhibit "2" attached hereto (the "**Development Entitlements**"), which list is illustrative of the material documents and instruments governing development of property within the South Plan Area, but is not intended to be an exhaustive list of all documents, instruments, and/or other matters that may govern development of property within the South Plan Area. The Original South OPA, as so amended, and as it may be further amended from time to time, is herein referred to as the "**South OPA**" and, unless otherwise defined in this Agreement, all initially capitalized defined terms used in this Agreement shall have the respective meanings given them in the South OPA.

D. CDC's rights, interests and obligations under the South OPA were transferred (1) to Catellus Operating Limited Partnership, a Delaware limited partnership, as the successor by merger to CDC, (2) then to Catellus Land and Development Corporation, a Delaware corporation ("**CLDC**"), through an Assignment, Assumption and Release Agreement dated December 31, 2003, and (3) ultimately to FOCIL, through an Assignment, Assumption and Release Agreement dated November 22, 2004.

E. On February 1, 2012, the Redevelopment Agency was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26"), codified in relevant part in California's Health and Safety Code Sections 34161 – 34168 and upheld by the California Supreme Court in *California Redevelopment Assoc. v. Matosantos*, No. S194861 (Dec. 29, 2011). On June 27, 2012, AB 26 was subsequently amended in part by California State Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) ("AB 1484") (together, AB 26 and AB 1484 are referred to as the "Redevelopment Dissolution Law").

F. Pursuant to the Redevelopment Dissolution Law, all of the Redevelopment Agency's assets and obligations were transferred to the Successor Agency. Accordingly, the Successor Agency assumed the obligations under the South OPA, which remains in effect.

G. The South OPA provides that, subject to the terms and conditions contained in Section 14 thereof, CDC (and any Transferee) shall have the right (1) to Transfer all or any portion of the South Plan Area during the Term of the South OPA; (2) to assign all or a portion of its rights and obligations under the South OPA to a Transferee; and (3) upon the Redevelopment Agency's receipt of an Assumption Agreement duly executed by the Owner and the Transferee, and the Redevelopment Agency's execution of the release provision therein, to be released from the obligations of the "Owner" under the South OPA that are applicable to the portion of the South Plan Area so transferred but that are not intended to be retained by the Owner after the Transfer. In addition, Section 14.1(c) allows certain Transfers if the Redevelopment Agency approves the Transferee, which approval shall not be unreasonably withheld or delayed, provided the Redevelopment Agency may condition the approval in a manner consistent with Section 14.1(a)(4). The Successor Agency has determined that it is appropriate to approve a Transfer to Assignee, and for FOCIL to be released from the obligations of the "Owner" under the South OPA that are applicable to the Transferred Property, as set forth in Section 8 below, without requiring that Assignee meet the Net Worth or other requirements under Section 14.1(a), on the basis that (i) Assignee has engaged a development team with experience in developing major residential projects reasonably related to the development contemplated on the Transferred Property, (ii) the Transferred Property will be developed for a beneficial, non-profit use, (iii) the Transfer and

development of the Transferred Property will not impact the tax revenue assumptions for Tax Allocation Debt or trigger Additional Payments, as described in Recital H below, (iv) the Transfer will not adversely impact production of Affordable Housing Units under the South OPA and in fact will contribute substantial funds toward production of such units, (v) the Transfer does not impact the Mission Bay South Job Training and Hiring Fund, and (vi) the Transfer does not otherwise adversely impact the other items set forth in Section 14.1(a)(4) as further provided in Section 2.1 below. H. The Mission Bay South Financing Plan (Exhibit E to the South OPA), Section 4.a.iv, contains certain requirements with respect to Additional Payments that may be triggered, following the issuance of Tax Allocation Debt, to ensure that a reassessment or other event does not reduce property tax revenues levied on property owned by Owner or its transferees. The Successor Agency has determined that the obligations of Owners and Transferees under Section 4.a.iv do not apply to the Transferred Property because it has been assumed as a (tax-exempt) Agency Affordable Housing Parcel for Tax Allocation Debt revenue projection purposes. Accordingly, the Successor Agency has also determined that any requirement of a Tax Allocation Debt Promissory Note or Guaranty Agreement to cover the Additional Payment obligations as governed by Section 4.a.iv of the South Financing Plan is inapplicable with regard to the Transferred Property, as further provided in Section 8 below.

I. FOCIL and Assignee are parties to that certain Mission Bay South Transfer Agreement and Joint Escrow Instructions (Mission Bay Block 7E) dated as of August 20, 2013 (the "**Transfer Agreement**"), pursuant to which FOCIL has agreed to transfer to Assignee, and Assignee has agreed to acquire from FOCIL, certain real property located within the South Plan Area, commonly known as Mission Bay South Land Use Block 7E (the "**Transferred Property**"), upon the terms and conditions therein set forth. The Transferred Property is more particularly described in Exhibit "1" attached hereto and made a part hereof.

J. In connection with the transfer of the Transferred Property to Assignee, FOCIL desires to assign to Assignee as of the Effective Date certain of the rights and obligations of the Owner under the South OPA applicable to the Transferred Property, and Assignee is willing to accept from FOCIL such assignment and to assume such obligations, on the terms and conditions set forth in the South OPA and this Agreement.

K. In connection with the assignment and assumption of FOCIL's rights and obligations under the South OPA applicable to the Transferred Property as provided in this Agreement, FOCIL desires to be released by the Successor Agency from FOCIL's obligations under the South OPA applicable to the Transferred Property (except as expressly provided below); and the Successor Agency is willing to release FOCIL from such obligations on the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Agency, FOCIL and Assignee agree as follows:

1. Reaffirmation of Obligations. FOCIL, for the benefit of the Successor Agency, reaffirms its obligation to perform the Excluded Obligations (as defined in Paragraph 2.1 below) to the extent such Excluded Obligations remain unfulfilled as of the Effective Date.

2. Assignment by FOCIL.

2.1 Transferred and Excluded Rights and Obligations. FOCIL hereby assigns to Assignee as of the Effective Date all of the rights and obligations of the Owner under the South OPA to the extent applicable to the Transferred Property; except, however, FOCIL and Assignee agree that such assignment shall not include or affect the following:

(a) Owner's Consent. FOCIL's right to grant or deny "Owner's Consent" to an amendment to the Mission Bay South Redevelopment Plan or the Plan Documents with respect to the South Plan Area, except and only to the extent an amendment arises under Subsection 3.8(b) or 3.8(c) of the South OPA that would directly, adversely and materially affect the rights of Assignee therein described with respect to the Transferred Property, and, in such an event, Assignee's rights to consent shall be strictly limited as provided in Subsection 3.8(d) of the South OPA;

(b) Owner's Representative. FOCIL's right to act as or to designate the "Owner's Representative" under the South OPA, including under the Financing Plan (attached to the South OPA as Attachment E);

(c) Infrastructure. FOCIL's obligation to construct Infrastructure or other Improvements (excluding the proposed development to be constructed by Assignee on the Transferred Property) in connection with the development of the Transferred Property in accordance with the Mission Bay South Infrastructure Plan (attached to the South OPA as Attachment D) (the "**Infrastructure Plan**") or the Mission Bay South Scope of Development (attached to the South OPA as Attachment B);

(d) Odor Control Improvements. FOCIL's obligations relating to funding the Odor Control Improvements in accordance with the Infrastructure Plan;

(e) Delivery of Affordable Housing Parcels and Funding of Affordable Housing Loan Fund. FOCIL's rights and obligations relating to delivery of the Agency Affordable Housing Parcels and funding the South Affordable Housing Loan Fund in accordance with the Mission Bay South Housing Program (attached to the South OPA as Attachment C) (the "**Housing Program**");

(f) First Source Hiring Fund. FOCIL's obligations relating to funding the Mission Bay South Job Training and Hiring Fund (also referred to as the First Source Hiring Fund) in accordance with the Mission Bay South Program in Diversity/Economic Development Program (attached to the South OPA as Attachment H) (the "**Diversity Program**");

(g) Environmental and Response Program. FOCIL's obligations under the South Environmental Investigation and Response Program (attached to the South OPA as Attachment K);

(h) Fire Station. FOCIL's obligations to augment the existing City-owned fire station pursuant to Section 4.4 of the South OPA;

(i) Open Space Parcels. FOCIL's obligations to construct Improvements to the Open Space Parcels in accordance with the Infrastructure Plan;

(j) School Obligations. FOCIL's obligations to convey or cause to be conveyed the school site and school play-yard pursuant to Section 4.5 of the South OPA; or

(k) Indemnities. FOCIL's obligations with respect to (i) any indemnities contained in the South OPA (including, without limitation, the indemnities contained in Section 15.1 of the South OPA) with respect to any property within the South Plan Area that FOCIL continues to own from and after the Effective Date, (ii) any liability under any indemnities contained in the South OPA (including, without limitation, the indemnities contained in Section 15.1 of the South OPA) with respect to the Transferred Property that arose or accrued prior to the Effective Date, and (iii) any default in any obligation to pay money in connection with the obligations of Owner under the South OPA applicable to the Transferred Property where such default occurred prior to the Effective Date. FOCIL and Assignee acknowledge and agree that the indemnities set forth in Paragraphs 4.1 and 4.2 below are effective only from and after the Effective Date and only with respect to the Transferred Property and the Transferred Obligations (as defined in Paragraph 3.1 below).

The rights reserved by FOCIL in clauses (a), (b) and (e) above are, collectively, herein referred to as the "**Excluded Rights**"; the obligations described in clauses (c) through (k) above are, collectively, herein referred to as the "**Excluded Obligations**"; and the Excluded Rights and Excluded Obligations are sometimes, collectively, herein referred to as the "**Excluded Rights and Obligations**".

2.2 FOCIL's Indemnification. FOCIL hereby agrees to protect, defend and indemnify Assignee, Assignee's parent, affiliated and subsidiary companies, and Assignee's or such companies' officers, directors, shareholders, agents, employees and attorneys, and their respective successors and assigns (collectively, "**Assignee Affiliates**") against, and to hold Assignee and Assignee Affiliates harmless from, any and all "Losses" (as defined in Paragraph 4.1 below) asserted against or incurred by Assignee or any Assignee Affiliates by the Successor Agency in connection with or arising out of FOCIL's violation of or failure to fully satisfy, perform and observe each and all of the Excluded Obligations. Assignee agrees to use commercially reasonable efforts to give prompt notice to FOCIL with respect to any suit or claim initiated or threatened against Assignee or Assignee Affiliates against which FOCIL is obligated to indemnify such person or entity hereunder, and in no event later than the earlier of (A) ten (10) days after valid service of process as to any filed suit or (B) fifteen (15) days after receiving written notification of the filing of any such suit or the assertion of any claim that Assignee has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to FOCIL, then FOCIL's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify FOCIL shall not affect the rights of Assignee or the obligations of FOCIL hereunder unless FOCIL is prejudiced by such failure, and then only to the extent of such prejudice. FOCIL shall, at its option but subject to the reasonable consent and approval of Assignee, be entitled to control, through counsel of FOCIL's own choice, the defense, compromise or settlement of any such suit or claim initiated or threatened against Assignee or Assignee Affiliates against which FOCIL is obligated to indemnify such person or entity hereunder; provided, however, that in all cases Assignee shall be entitled to participate in such

defense, compromise or settlement at its own expense. If, however, in Assignee's reasonable judgment, FOCIL shall fail to take reasonable and appropriate action to defend, compromise or settle such suit or claim within a reasonable time following notice from Assignee alleging such failure, Assignee shall have the right to promptly hire counsel, at FOCIL's sole expense, to carry out such defense, compromise or settlement, in which event FOCIL shall (without limiting FOCIL's obligations under this Paragraph 2.2) pay to Assignee (within ten (10) days following receipt by FOCIL of a properly detailed invoice therefor) all reasonable attorneys' fees and costs relating thereto.

3. Assumption by Assignee.

3.1 Assumption. With the exception of the Excluded Rights and Obligations, Assignee hereby accepts all of the rights of the Owner under the South OPA to the extent applicable to the Transferred Property, and Assignee hereby assumes and agrees to be bound by and perform, as a direct obligation of Assignee to the Successor Agency, each and all of the obligations, terms, covenants and agreements of the Owner under the South OPA to the extent applicable to the Transferred Property, including, without limitation, obligations to comply with the requirements of the First Source Hiring Program, the Successor Agency's Small Business Enterprise Policy, and the Mission Bay South Transportation Management Plan other than participation in the Transportation Management Association (attached to the South OPA as Attachment M) (collectively, the "**Transferred Obligations**"). With respect to the CEQA Mitigation Measures as set forth in Exhibit L to the South OPA ("CEQA Mitigation Measures"), the Transferred Obligations shall only include the CEQA Mitigation Measures as set forth in Exhibit "3" attached hereto and designated as the responsibility of "7E Owner". Pursuant to Section 8.1, the Additional Payments Obligations do not apply to the Transferred Property, are not Transferred Obligations, and are not assumed by Assignee.

3.2 Assignee's Indemnification. Assignee hereby agrees to protect, defend and indemnify FOCIL, FOCIL's parent, affiliated and subsidiary companies, and FOCIL's or such companies' officers, directors, shareholders, agents, employees and attorneys, and their respective successors and assigns (collectively, "**FOCIL Affiliates**") against, and to hold FOCIL and FOCIL Affiliates harmless from, any and all Losses asserted against or incurred by FOCIL or any FOCIL Affiliates in connection with or arising out of Assignee's violation of or failure to fully satisfy, perform and observe each and all of the Transferred Obligations. FOCIL agrees to use commercially reasonable efforts to give prompt notice to Assignee with respect to any suit or claim initiated or threatened against FOCIL or FOCIL Affiliates against which Assignee is obligated to indemnify such person or entity hereunder, and in no event later than the earlier of (a) ten (10) days after valid service of process as to any filed suit or (b) fifteen (15) days after receiving written notification of the filing of any such suit or the assertion of any claim that FOCIL has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to Assignee, then Assignee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Assignee shall not affect the rights of FOCIL or the obligations of Assignee hereunder unless Assignee is prejudiced by such failure, and then only to the extent of such prejudice. Assignee shall, at its option but subject to the reasonable consent and approval of FOCIL, be entitled to control, through counsel of Assignee's own choice, the defense, compromise or settlement of any such suit or claim initiated or threatened against FOCIL or FOCIL Affiliates against which Assignee is obligated to indemnify such person or entity

hereunder; provided, however, that in all cases FOCIL shall be entitled to participate in such defense, compromise or settlement at its own expense. If, however, in FOCIL's reasonable judgment, Assignee shall fail to take reasonable and appropriate action to defend, compromise or settle such suit or claim within a reasonable time following notice from FOCIL alleging such failure, FOCIL shall have the right to promptly hire counsel, at Assignee's sole expense, to carry out such defense, compromise or settlement, in which event Assignee shall (without limiting Assignee's obligations under this Paragraph 3.2) pay to FOCIL (within ten (10) days following receipt by Assignee of a properly detailed invoice therefor) all reasonable attorneys' fees and costs relating thereto.

3.3 Assignee's Acknowledgment. In accordance with the requirements of Section 1.14 of the South OPA, Assignee hereby acknowledges that it has reviewed the South OPA and, subject to the Excluded Rights and Obligations, agrees to be bound by the South OPA and all conditions and restrictions applicable to the Transferred Property, including, without limitation, all conditions and restrictions contained in the Plan Documents and the Development Entitlements that are applicable to the Transferred Property.

4. Assignee's Indemnification of the Successor Agency.

4.1 General Indemnification. Except as provided in Section 15.4 of the South OPA, Assignee agrees to and shall indemnify, defend, and hold the Successor Agency and its respective commissioners, members, officers, employees, agents, successors and assigns, harmless from and against all claims, demands, losses, liabilities, damages, liens, obligations, interests, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs and consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Successor Agency of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Successor Agency to take any action (collectively, "Losses") arising from or as a result of (i) the noncompliance of any Improvements on the Transferred Property with any Federal, state or local laws or regulations, including those relating to handicap access, or (ii) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur in or on the Transferred Property and which shall be directly or indirectly caused by the negligent act or omission of Assignee or its agents, servants, employees or contractors, except to the extent such Losses are directly or indirectly caused by the negligent act or omission or willful act of the Successor Agency or its respective commissioners, members, officers, employees, agents, successors and assigns including the negligence or other actionable misconduct of the Successor Agency, acting (or failing to act) in its governmental capacity, in the exercise of its police powers.

4.2 Contracts and Agreements. In addition to the foregoing, Assignee shall defend, hold harmless and indemnify the Successor Agency and its respective commissioners, members, officers, agents and employees of and from all Losses arising directly or indirectly out of or connected with contracts or agreements entered into by Assignee in connection with its performance of the Transferred Obligations, except to the extent caused by the willful misconduct or the negligence of the Successor Agency, or arising from obligations to the Successor Agency,

City or any City Agency arising under the Diversity Program or arising from compliance with Section 19.33 of the South OPA.

4.3 Indemnities. The indemnities set forth in Paragraphs 4.1 and 4.2 above are intended to have the same force, effect, meaning, and import as the indemnities set forth in Section 15.1 of the South OPA, limited, however, to the Transferred Property and the Transferred Obligations.

5. Representations and Warranties of FOCIL. FOCIL hereby makes the following representations and warranties to Assignee and to the Successor Agency as of the Effective Date:

5.1 South OPA. The South OPA is unmodified and in full force and effect.

5.2 No Default. To the actual knowledge of FOCIL, no default on the part of FOCIL, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of FOCIL, exists under the South OPA with respect to the Transferred Property.

5.3 No Set-offs. To the actual knowledge of FOCIL, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the Successor Agency or FOCIL.

5.4 No Termination Right. FOCIL currently has no right to terminate the South OPA pursuant to Section 12.2(a) or 12.2(c) of the South OPA.

5.5 Consents. FOCIL has obtained all consents to the assignments and transfers of the Transferred Property to Assignee that may be required by any agreement to which FOCIL is a party. Other than the consents so obtained, no consent to the Transfer of the Transferred Property to Assignee is required under any agreement to which FOCIL is a party or by which the Transferred Property is bound (other than the South OPA).

5.6 No Conflict. The execution, delivery, and performance by FOCIL of this Agreement (i) will not contravene any legal requirements applicable to FOCIL or the Transferred Property, (ii) will not conflict with, breach or contravene any other agreement binding upon FOCIL or the Transferred Property, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms of the South OPA).

6. Representations and Warranties of Assignee. Assignee hereby makes the following representations and warranties to FOCIL and to the Successor Agency as of the Effective Date:

6.1 No Successor Agency Representations. Assignee has reviewed and is familiar with the terms and conditions of the South OPA. Assignee recognizes and acknowledges that, except as expressly provided in Paragraph 7 below, the Successor Agency makes no representation or warranty hereby, express or implied, regarding the amount, nature or extent of any obligation, liability or duty under the South OPA with regard to the Transferred Property. Assignee understands and acknowledges that (i) Assignee is responsible for satisfying itself as to

the existence and extent of the Transferred Obligations, and (ii) in accordance with the representations made by the Successor Agency in Paragraph 7 below, the Successor Agency has not agreed to any amendment of any provision of the South OPA with regard to the Transferred Property, and except as expressly provided herein or in the South OPA, the Successor Agency has not waived any right of the Successor Agency or obligation of Owner under the South OPA with respect to the Transferred Property.

6.2 Consents. Assignee has obtained all consents in connection with its assumption of the Transferred Obligations and for its acquisition of the Transferred Property that may be required by any agreement to which it is a party. Other than the consents so obtained, no consent to the acquisition of the Transferred Property is required under any agreement to which Assignee is a party.

6.3 No Conflict. The execution, delivery, and performance by Assignee of this Agreement and the Transferred Obligations (i) will not contravene any legal requirements applicable to Assignee, (ii) will not conflict with, breach or contravene any other agreement binding upon Assignee, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms of the South OPA).

6.4 Litigation. To the current actual knowledge of Assignee, there are no actions, suits or proceedings at law or in equity or by or before any governmental authority pending or threatened against or affecting Assignee, in which there is a reasonable possibility of a determination adverse to Assignee and that are reasonably likely, individually or in the aggregate, if determined adversely to Assignee, to have a material adverse effect on the ability of Assignee to perform the Transferred Obligations.

6.5 Developer Experience. Assignee has engaged a development team with experience in developing major projects reasonably related to the proposed development contemplated on the Transferred Property.

7. Representations and Warranties of Successor Agency. The Successor Agency hereby makes the following representations and warranties to FOCIL and Assignee as of the Effective Date:

7.1 South OPA. The South OPA is in full force and effect, and the Successor Agency has not agreed to any amendment of any provision of the South OPA with respect to the Transferred Property.

7.2 No Waiver. Except as expressly provided herein or in the South OPA, the Successor Agency has not waived any right of the Successor Agency or any obligation of Owner under the South OPA with respect to the Transferred Property.

7.3 No Default. To the actual knowledge of the Successor Agency, no default on the part of FOCIL, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of FOCIL, exists under the South OPA with respect to the Transferred Property.

7.4 No Set-offs. To the actual knowledge of the Successor Agency, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the Successor Agency or FOCIL.

7.5 No Termination Right. To the actual knowledge of the Successor Agency, the Successor Agency currently has no right to terminate the South OPA pursuant to Section 12.2(b) or 12.2(c) of the South OPA.

## 8. Release of FOCIL.

8.1 Approval of Transfer. The Successor Agency approves Assignee as the Transferee of the Transferred Property and the Transferred Obligations, and in accordance with Section 14.1(c) of the South OPA, the Successor Agency hereby agrees to release FOCIL and FOCIL Affiliates from the Transferred Obligations, as more particularly set forth in Paragraph 8.2 below. The Successor Agency further agrees and acknowledges that (a) South OPA Financing Plan Section 4.a.iv, including but not limited to the requirements regarding Additional Payments, the Mission Bay South Tax Allocation Debt Promissory Note, and the Mission Bay South Tax Allocation Debt Guaranty Agreement (collectively, the "**Additional Payments Obligations**"), do not apply to the Transferred Property and are not Transferred Obligations, because the Transferred Property has been assumed as a (tax-exempt) Agency Affordable Housing Parcel for Tax Allocation Debt revenue projection purposes and the Successor Agency hereby agrees to release FOCIL and FOCIL Affiliates from the Additional Payments Obligations; and (b) the only CEQA Mitigation Measures that apply to the Transferred Property are those designated in Exhibit 3 as the responsibility of the "7E Owner" and assumed by Transferee, and the Successor Agency hereby agrees to release FOCIL and FOCIL Affiliates from obligations to comply with those CEQA Mitigation Measures that apply to the Transferred Property. Notwithstanding the foregoing, if FOCIL constructs any improvements pursuant to the South Infrastructure Plan on the Transferred Property, or constructs or maintains any facilities associated with the Park 15 pump station on the Transferred Property, then FOCIL agrees to comply with any CEQA Mitigation Measures in Exhibit 3 applicable to such activities.

8.2 Successor Agency Release. The Successor Agency hereby unconditionally and irrevocably fully releases and discharges FOCIL and FOCIL Affiliates from the Transferred Obligations and the Additional Payments Obligations. Without limiting the generality of the foregoing, the Successor Agency acknowledges and agrees that neither FOCIL nor FOCIL Affiliates shall be liable for any default by Assignee with respect to the Transferred Obligations and the Additional Payments Obligations, and no default by Assignee with respect to the Transferred Obligations shall entitle the Successor Agency to modify or terminate the South OPA, or otherwise affect any rights thereunder, with respect to any portion of the South Plan Area other than the Transferred Property. With respect to the foregoing release, the Successor Agency hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Effective Date, the Successor Agency hereby acknowledges that such release is made with the full knowledge, understanding and agreement that California Civil Code § 1542 provides as follows, and the Successor Agency hereby agrees that the protection afforded by said Code Section and any similar law of the State of California or any other jurisdiction is specifically waived:

"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."

Successor Agency to the Redevelopment Agency of the City and County of San Francisco

By: \_\_\_\_\_

8.3 Successor Agency's Acknowledgment. Without in any way modifying, limiting, or expanding the provisions of Section 14.2 of the South OPA, the Successor Agency hereby confirms that, pursuant to such Section 14.2, (a) Assignee shall not be liable for any default by FOCIL or any other Transferee in the performance of their respective obligations under the South OPA including the Excluded Obligations, and (b) without limiting the foregoing, a default under the South OPA by FOCIL or any other Transferee shall not entitle the Successor Agency to modify or terminate the South OPA, or otherwise affect any rights under the South OPA, with respect to the Transferred Property.

9. General Provisions.

9.1 Attorneys' Fees.

(a) Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof or for damages by reason of an alleged breach of any provision hereof, the prevailing party(ies) shall be entitled to receive from the losing party(ies) court or DRM costs or expenses incurred by the prevailing party(ies) including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party(ies) in such action or proceeding. Attorneys' fees under this Paragraph 9.1 include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(b) For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the Successor Agency, FOCIL or Assignee shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the party's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of FOCIL's or Assignee's in-house counsel, as employed by the outside counsel for FOCIL or Assignee, respectively.

9.2 Notices. A notice or communication under this Agreement by any party to any other party shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

- (a) in the case of a notice or communication to the Successor Agency,

Office of Community Investment and Infrastructure as  
Successor Agency to the San Francisco Redevelopment Agency  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94102  
Attention: Executive Director  
Facsimile No.: (415) 749-2525  
Telephone No.: (415) 749-2400

with copies to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attention: Robert A. Bryan, Esq.  
Facsimile No.: (415) 554-4747  
Telephone No.: (415) 554-4700

- (b) in the case of a notice or communication to FOCIL,

FOCIL-MB, LLC  
c/o Mission Bay Development Group, LLC  
410 China Basin St.  
San Francisco, California 94158-1533  
Attention: Seth Hamalian and Legal Department  
Facsimile No.: (415) 355-6692  
Telephone No.: (415) 355-6612

with copies to:

Coblentz, Patch, Duffy & Bass LLP  
One Ferry Building, Suite 200  
San Francisco, California 94111  
Attention: Alan C. Gennis, Esq.  
Facsimile No.: (415) 989-1663  
Telephone No.: (415) 677-5209

and

FOCIL-MB, LLC  
c/o Farallon Capital Management, L.L.C.  
One Maritime Plaza, Suite 2100  
San Francisco, California 94111  
Attention: Richard B. Fried and Joshua Dapice  
Facsimile No.: (415) 956-8852  
Telephone No.: (415) 421-2151

and

Pircher, Nichols & Meeks  
1925 Century Park East, Suite 1700  
Los Angeles, California 90067  
Attention: Real Estate Notices (SAC/SAG – 903297.1)  
Facsimile No.: (310) 201-8922

- (c) in the case of a notice or communication to Assignee,

Family House, Inc.  
50 Irving Street  
San Francisco, CA 94122  
Attention: Executive Director  
Telefacsimile: (415) 502-0885  
Telephone: (415) 476-1730

With copies to:

Goldfarb & Lipman, LLP  
1300 Clay Street, 11th Floor  
Oakland, CA 94612  
Attention: Karen Tiedemann  
Telefacsimile: (510) 836-1035  
Telephone: (510) 836-6336

For the convenience of the parties, copies of notices may also be given by telefacsimile.

(d) Every notice given to a party hereto, pursuant to the terms of the South OPA, must state (or must be accompanied by a cover letter that states) substantially the following:

(i) the Section of the South OPA (or this Agreement) pursuant to which the notice is given and the action or response required, if any;

(ii) if applicable, the period of time within which the recipient of the notice must respond thereto;

(iii) if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval or disapproval of or consent to the subject matter of the notice;

(iv) if approval is being requested, shall be clearly marked "Request for Approval"; and

(v) if a notice of a disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(e) Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. No party may give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

9.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, successors and assigns.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument. It shall not be necessary in making proof of this Agreement to account for more than one counterpart.

9.5 Captions. Any captions to, or headings of, the Paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

9.6 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

9.7 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

9.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

9.9 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

9.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

9.11 Partial Invalidity. If any portion of this Agreement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

9.12 Independent Counsel. Each party hereto acknowledges that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by FOCIL's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against FOCIL because FOCIL's counsel prepared this Agreement in its final form.

**[The remainder of this page has been intentionally left blank]**

IN WITNESS WHEREOF, the Successor Agency has caused this Agreement to be duly executed on its behalf, and FOCIL and Assignee have signed or caused this Agreement to be signed by a duly authorized person, all as of the Effective Date.

Approved as to form:  
  
Dennis J. Herrera,  
City Attorney as counsel to the  
Successor Agency

Successor Agency to the Redevelopment Agency of  
the City and County of San Francisco, a public body  
organized and existing under the laws of the State of  
California

By: \_\_\_\_\_  
Heidi J. Gewertz  
Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FOCIL-MB, LLC,  
a Delaware limited liability company

By: FARALLON CAPITAL MANAGEMENT,  
L.L.C., a Delaware limited liability company  
Its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signatures continue on next page]*

FAMILY HOUSE, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Alexandra E. Morgan  
Executive Director

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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.

(Seal)

\_\_\_\_\_  
Notary Public

## **EXHIBIT "1"**

### **LEGAL DESCRIPTION OF PROPERTY**

Being a portion of Assessor's Block 8711 Lot 32 as said lot is shown on that certain map entitled "Final Map Tract No. 3936 - for Residential and Commercial Condominium Purposes, Mission Bay (2-7 and 13)" recorded on February 22, 2006 in Book BB of Maps at Pages 54 through 58 in the Office of the Recorder of the City and County of San Francisco, State of California and being more particularly described in Parcel B (APN 227 - Portion of Former APN 32) in Exhibit B of that certain Certificate of Compliance recorded September 27, 2012, as Instrument No. 2012-J513011-00, Reel K741, Image 497, in the Office of said Recorder, as follows:

COMMENCING at the northwesterly corner of Assessor's Block 8711 Lot 31 as shown on said Final Map; thence, North 86°49'04" East, 294.00 feet along the northerly lines of said Lot 31 and Lot 32 to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North 86°49'04" East, 110.75 feet along said northerly line of said Lot 32 to the westerly line of Parcel 1 as conveyed to the City and County of San Francisco by the Grant Deed recorded on December 16, 2010 in Reel K291 Image 409 in the Office of said Recorder; thence, South 03°10'56" East, 275.03 feet along said westerly line to the southerly line of said Lot 32; thence, South 86°49'04" West, 110.75 feet along said southerly line to a line parallel with and distant easterly 294.00 feet, measured at right angles, from the westerly line of said Lot 31; thence, North 03°10'56" West, 275.03 feet along said parallel line to the POINT OF BEGINNING.

APN: 8711-032 (Portion Only)

## **EXHIBIT "2"**

### **DEVELOPMENT ENTITLEMENTS**

The following constitute the Development Entitlements:

1. The Mission Bay South Redevelopment Plan adopted on November 2, 1998, by the San Francisco Board of Supervisors by Ordinance No. 335-98, as amended from time to time.
2. The Mission Bay South Design for Development adopted on September 17, 1998 by the San Francisco Redevelopment Agency Commission by Resolution No. 191-98, as amended from time to time, including as amended on February 17, 2004 by Resolution No. 24-2004, and on March 16, 2004 by Resolution No. 34-2004.
3. The Mission Bay Subdivision Ordinance adopted on October 26, 1998, by the San Francisco Board of Supervisors by Ordinance No. 329-98.
4. The Mission Bay Subdivision Regulations adopted by the Department of Public Works on November 18, 1998, as amended from time to time.
5. The Mission Bay South Owner Participation Agreement authorized by the San Francisco Redevelopment Agency on September 17, 1998, by Resolution No. 193-98 and dated November 16, 1998, by and between the San Francisco Redevelopment Agency and Catellus Development Corporation, including all Attachments thereto, as amended by the First Amendment To Mission Bay South Owner Participation Agreement dated February 17, 2004, by and between the San Francisco Redevelopment Agency and Catellus Land and Development Corporation, by the Second Amendment To Mission Bay South Owner Participation Agreement dated November 1, 2005, by and among the San Francisco Redevelopment Agency, Catellus Operating Limited Partnership and FOCIL-MB, LLC, by the Third Amendment to Mission Bay South Owner Participation Agreement dated May 21, 2013, by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency") and FOCIL-MB, LLC, and the Fourth Amendment to Mission Bay South Owner Participation Agreement dated June 4, 2013, by and between the Successor Agency and FOCIL-MB, LLC, as any of the foregoing may be amended from time to time.
6. The Final Mission Bay Subsequent Environmental Impact Report certified on September 17, 1998.
7. Mission Bay South Plan Area Streetscape Master Plan dated December 15, 1999, as approved by the San Francisco Redevelopment Agency Commission by Resolution No. 06-2000, as amended from time to time.
8. Signage Master Plan Application dated June 27, 2000, as approved by the San Francisco Redevelopment Agency Commission by Resolution No. 101-2000, as amended from time to time.

9. The Risk Management Plan dated May 11, 1999, for the Mission Bay Area, San Francisco, California, approved on May 12, 1999, by the State of California Regional Water Quality Control Board for the San Francisco Bay Region, as amended from time to time.

10. The Covenant and Environmental Restriction on Property by Catellus Development Corporation made for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region dated February 23, 2000, and recorded in the Official Records of the City and County of San Francisco as Document No. 2000-G748552.

11. Transportation Management Association Strategic Plan and Organizational Structure dated May 5, 1999, as amended from time to time.

12. Permit No. 5-00 dated December 12, 2000, executed by San Francisco Bay Conservation and Development Commission recorded March 7, 2001 in the Official Records of the City and County of San Francisco as Document No. 2001-G912515-00, as amended from time to time.

**EXHIBIT "3"**

**APPLICABLE MITIGATION MEASURES**

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<b>Major Phase</b>					
<b>E.47 TRANSPORTATION SYSTEM MANAGEMENT (TSM) PLAN</b>					
E.47e. Secure Bicycle Parking – Provide secure bicycle parking areas in parking garages of residential buildings, office buildings, and research and development facilities. Provide secure bicycle parking areas by 1) constructing secure bicycle parking at a ratio of 1 bicycle parking space for every 20 automobile parking spaces, and 2) carrying out an annual survey program during project development to establish trends in bicycle use and to estimate demand for secure bicycle parking and for sidewalk bicycle racks, increasing the number of secure bicycle parking spaces or racks either in new buildings or in existing automobile parking facilities to meet the estimated demand. Provide secure bicycle racks throughout Mission Bay for the use of visitors.	7E Owner	S.A.		As identified by TMA; ongoing review with Agency	See implementation procedures identified for Mitigation Measure E.47.
<b>H.03 COMPREHENSIVE PREPAREDNESS AND RESPONSE PLAN</b>					
H.03b. In addition to the Project Area-wide plan, require each building or complex in the Project Area to prepare an emergency response plan. Each plan would be the responsibility of the owner(s) of each building or complex, and would be reviewed by the City periodically to ensure it is kept up to date.	7E Owner	S.A.	Office of Emergency Services (OES)	Include in Project level response plan; update as necessary	Submit Plan prior to issuance building Certificate of Occupancy.
<b>Tentative Map</b>					
<b>H.07 CORROSION</b>					
H.07. Test soils for sulfate and chloride content. If necessary, use admixtures in concrete so it would not be susceptible to attack by sulfates, and/or use coated metal pipes so that pipes would be more resistant to corrosion by chlorides.	7E Owner		DPW; DBI	Include in relevant Infrastructure Improvement plans	<ol style="list-style-type: none"> <li>1. In conjunction with building permit review applicant shall submit a soils report which analyzes soil for sulfate and chloride content.</li> <li>2. DPW in consultation with DBI to require testing prior to issuance of building or site permits.</li> <li>3. Owner/other developers to retain services of a geotechnical consultant to test soils.</li> <li>4. Consultant prepares report of results.</li> <li>5. Owner/other developers to submit report to DPW and DBI for review.</li> </ol>

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<b>K.06 STRUCTURE PLACEMENT AND DESIGN TO MINIMIZE DANGERS OF FLOODING</b>					
K.06c. Provide for dewatering basements to the extent applicable to project.	7E Owner (but only to the extent that it builds a basement)		DBI; DPW	Submit as part of site permit review; check elevation as part of Tentative Map review	<ol style="list-style-type: none"> <li>DBI to impose building material modifications as necessary to reduce impacts of corrosivity during project review and approval.</li> <li>Owner/other developers to construct project with required building material modifications.</li> <li>DPW or DBI to inspect buildings to ensure compliance with mitigation measure.</li> </ol>
<b>K.06 STRUCTURE PLACEMENT AND DESIGN TO MINIMIZE DANGERS OF FLOODING (cont.)</b>					
K.06f. Use half-basements and partially depressed garage levels to minimize excavation, to the extent applicable to project	7E Owner (but only to the extent applicable)		DBI; DPW	Submit as part of site permit review; check elevation as part of Tentative Map review	See implementation procedures identified for Mitigation Measure K.06.
<b>M.04 SEWERS AND WASTEWATER TREATMENT</b>					
M.04. Construct a fence around any interim surface detention basins, if applicable.	7E Owner	S.A.	DPW During construction and operation of basins	During construction and operations of basins	<ol style="list-style-type: none"> <li>DPW to impose requirement of mitigation measure as part of project-level and/or site permit approval.</li> <li>Owner to construct project according to requirements.</li> <li>DPW to inspect site to ensure compliance with mitigation measure.</li> </ol>
<b>Project Level Review</b>					
<b>D.01 LIGHTING AND GLARE</b>					
D.01. Design parking structure lighting to minimize off-site glare. The design could include 45-degree cutoff angles on light fixtures to focus light within the site, and specifications that spill lighting from parking areas would be 0.25 foot-candle or less at 5 feet from the property line	7E Owner	S.A.	DBI	Submit design specifications as part of plan review and site permit	<ol style="list-style-type: none"> <li>Owner/other developers to submit draft lighting plan to DBI during plan review.</li> <li>DBI to review draft lighting plan and provide comments/proposed revisions to owner/other</li> </ol>

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<p>of the parking areas. Applies to individual sites within the Project Area.</p>				processes	<ol style="list-style-type: none"> <li>3. Owner/other developers to revise plans accordingly and submit final lighting plan for DBI review and approval.</li> <li>4. Owner/other developers to construct project structures and implement lighting plan.</li> <li>5. DBI to inspect project structures and lighting for light and glare impacts.</li> </ol>
<b>D.07 PEDESTRIAN-LEVEL WINDS</b>					
<p>D.07. Require a qualified wind consultant to review specific designs for buildings 100 feet or more in height for potential wind effects. The Redevelopment Agency would conduct wind review of high-rise structures above 100 ft. Wind tunnel testing would also be required unless, upon review by a qualified wind consultant, and with concurrence by the Agency, it is determined that the exposure, massing and orientation of the buildings are such that impacts, based on a 26-mile-per-hour hazard for a single hour of the year criterion, will not occur. The purpose of the wind tunnel studies is to determine design-specific impacts and to provide a basis for design modifications to mitigate these impacts. Projects within Mission Bay, including UCSF, would be required to meet this standard or to mitigate exceedances through building design, to the extent applicable.</p>	<p>7E Owner (applicable only if it builds a building of 100ft or more in height)</p>	S.A.			<ol style="list-style-type: none"> <li>1. Condition Major Phase to require wind evaluation and provide any required study and documentation of findings as part of Project-level submission.</li> <li>2. Refer to mitigation measure for obtaining specific implementation procedures.</li> <li>3. Owner/other developers to submit building design modifications to mitigate pedestrian-level wind impacts to City during project review.</li> <li>4. Agency to review and approve building design modifications.</li> <li>5. Owner/other developers to construct buildings implementing design modifications.</li> <li>6. Agency to inspect buildings and ensure that 26-mile-per-hour wind tunnel hazard for a single hour threshold is not exceeded.</li> </ol>
<b>G.01 NOISE REDUCTION IN PILE DRIVING</b>					
<p>G.01. Use noise-reducing pile driving techniques such as pre-drilling pile holes (if feasible, based on soils) to the maximum feasible depth, installing intake and exhaust mufflers on piling equipment, vibrating piles into place when feasible, installing shrouds around the piling hammer where feasible, and restricting the hours of operation.</p>	<p>7E Owner</p>	S.A.	DPW/DBI	<p>Provide information regarding compliance prior to piling driving</p>	<ol style="list-style-type: none"> <li>1. DPW and DBI to impose mitigation measure requirements during site permit process.</li> <li>2. Owner/other developers to notify contractor of construction requirements.</li> <li>3. DPW or DBI to inspect construction activities to ensure compliance with mitigation measure.</li> </ol>
<b>M.02 WATER CONSERVATION IN BUILDINGS AND IRRIGATION</b>					
<p>M.02. Include methods of water conservation in Mission Bay buildings</p>	<p>7E Owner</p>				<ol style="list-style-type: none"> <li>1. DBI and DPW to impose requirements of</li> </ol>

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
and landscaping. Water Conservation methods include the following:					mitigation measure as part of site permit approval. 2. Owner/other developers to construct project according to requirements. 3. DBI or DPW to inspect site to ensure compliance with mitigation measure.
M.02a. Install water conserving dishwashers and washing machines in rental apartments and condominiums.	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
M.02b. Install water conserving dishwashers and water efficient centralized cooling systems in office buildings.	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
M.02c. Incorporate water efficient laboratory techniques in research facilities where feasible.	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
M.02d. Provide information to residences and businesses advising methods to conserve water.	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
M.02e. Install water conserving irrigation systems (e.g., drip irrigation).	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
M.02f. Design landscaping using drought resistant and other low-water use plants.	7E Owner		DPW; DBI	Include in site permit plans	See implementation measures identified for Mitigation Measure M.2.
<b>Improvement Plan – Plan Check</b>					
<b>J.01 RISK MANAGEMENT PLAN(S)</b>					
J.01f. Post-Development – Except where testing demonstrates that native soils meet standards established by the RWQCB as being protective of human health and the aquatic environment, require that upon project completion, all native soils shall be capped, so as to preclude human contact by using buildings, paved surfaces (such as parking lots, sidewalks, or roadways), or fill of a kind and depth approved by the RWQCB.	7E Owner, Agency	S.A.	RWQCB; DBI; DPW; DPH	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.
<b>K.01 STORMWATER POLLUTION PREVENTION PROGRAM (SWPPP)</b>					
K.01a. Minimize dust during demolition, grading, and construction by lightly spraying exposed soil on a regular basis.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision	See implementation procedures identified for Mitigation Measure K.01.

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
K.01b. Minimize wind and water erosion on temporary soil stockpiles by spraying with water during dry weather and covering with plastic sheeting or other similar material during the rainy season (November to April).	7E Owner		DPW; DBI	Improvement Plans approval. Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
K.01c. Minimize the area and length of time during which the site is cleared and graded.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
K.01d. Prevent the release of construction pollutants such as cement, mortar, paints and solvents, fuel and lubricating oils, pesticides, and herbicides by storing such materials in a bermed, or otherwise secured, area.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
<b>K.01 STORMWATER POLLUTION PREVENTION PROGRAM (SWPPP) (cont.)</b>					
K.01e. As needed, install filter fences around the perimeter of the construction site to prevent off-site sediment discharge. Prior to grading the bank slopes of China Basin Channel for the proposed channel-edge treatments, install silt or filter fences to slow water and remove sediment. As needed, properly trench and anchor in the silt or filter fences so that they stand up to the forces of tidal fluctuation and wave action, and do not allow sediment-laden water to escape underneath them.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
K.01f. Follow design and construction standards found in the Manual of Standards for Erosion and Sediment Control Measures for placement of riprap and stone size, to the extent applicable to project.	7E Owner to the extent applicable		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into	See implementation procedures identified for Mitigation Measure K.01.

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
K.01g. Install and maintain sediment and oil and grease traps in local stormwater intakes during the construction period, or otherwise properly control oil and grease discharges.	7E Owner		DPW; DBI	plans and submit as part of Subdivision Improvement Plans approval. Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
K.01h. Clean wheels and cover loads of trucks carrying excavated soils before they leave the construction site.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.
K.01i. Implement a hazardous material spill prevention, control, and clean-up program for the construction period. As needed, the program would include measures such as constructing swales and barriers that would direct any potential spills away from the Channel and the Bay and into containment basins to prevent the movement of any materials from the construction site into water.	7E Owner		DPW; DBI	Condition Tentative Map to require approval of SWPPP. Incorporate into plans and submit as part of Subdivision Improvement Plans approval.	See implementation procedures identified for Mitigation Measure K.01.

### Building Site Permit

#### D.06 UNKNOWN ARCHAEOLOGICAL REMAINS

D.06. The entire Mission Bay Project Area has at least some sensitivity for the presence of unknown archaeological remains. Prehistoric cultural deposits could be encountered in three identified areas and unknown historical features, artifact caches and debris areas could be located anywhere in the Project Area. Follow procedures for instructing excavation crews, notifying the ERO and President of the LPAB, and developing recovery measures, as described in Measure D.03, above. In addition, in the event that	7E Owner	S.A.	Planning Department, ERO; LPAB President	Prior to excavation; ongoing implementation as required by measure	Prior to preparation of the work plan consultant shall consult with ERO and LPAB to develop a testing and excavation procedures.
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# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
prehistoric archaeological deposits are discovered, consult local Native American organizations. Dialogue with the ERO, LPAB and the archaeological consultant would take place in developing acceptable archaeological testing & excavation procedures, particularly in regard to the disposition of cultural materials and Native American burials. (Condition Major Plan. Accordingly to require on individual building sites or potential for single coordinated program for Block)					
<b>F.02 CONSTRUCTION PM</b>					
F.02. As conditions of construction contracts, require contractors to implement the following mitigation program, based on the instructions in the BAAQMD CEQA Guidelines, at all construction sites within the Project Area:	7E Owner		DPW; DBI	Implement through site permit process	1. Add note to construction plans which contain these air quality measures. 2. To be implemented upon initiation of construction. 3. DBI and DPW to monitor implementation success during construction activities.
F.02a. Water all active construction areas at least twice a day, or as needed to prevent visible dust plumes from blowing off-site.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02b. Use tarpaulins or other effective covers for on-site storage piles and for haul trucks that travel on streets.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02c. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved parking areas and staging areas at construction sites.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02d. Sweep all paved access routes, parking areas, and staging areas daily (preferably with water sweepers).	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02e. Sweep streets daily (preferably with water sweepers) if visible amounts of soil material are carried onto public streets	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
<b>F.02 CONSTRUCTION PM (cont.)</b>					
F.02f. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02g. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02h. Limit traffic speeds on unpaved roads to 15 mph.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
F.02i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02j. Replant vegetation in disturbed areas as quickly as possible.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02k. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02l. Install wind breaks, or plant trees / vegetative wind breaks at windward side(s) of construction areas.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02m. Suspend excavation and grading on large construction sites when winds (instantaneous gusts) exceed 25 mph.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
F.02n. Limit the area subject to excavation, grading and other construction activity at any one time.	7E Owner		DPW; DBI	Implement through site permit process	See Mitigation Measure F.02.
<b>J.01 RISK MANAGEMENT PLAN(S) -</b>					
J.01a. RMP Enforcement - Provide an enforcement structure for RMPs, to be in place and effective during construction and after project development, including: i. Develop and record a restrictive covenant as an Environmental Restriction and Covenant under California Civil Code Section 1471 that: a. Places limits on future uses in the Project Area consistent with the provisions in the RMP; b. Provides notice to current and future property owners that the RMP contains use restrictions and other requirements and obligates property owners to provide like notice to occupants; and	7E Owner to implement RMP provisions as applicable to Block 7E, Agency	S.A.	RWQCB	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES APPLICABLE TO BLOCK 7E**

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<b>J.01 RISK MANAGEMENT PLAN(S) (cont.)</b>					
<p>c. Provides notice to current and future property owners that the RWQCB maintains residual regulatory enforcement authority over all portions of the Project Area sufficient to compel enforcement of the entire RMP</p> <p>ii. As part of any future transfer of property title of any portion of the Project Area, require current property owners to provide a copy of the RMP to each of their future transferees.</p>					
<p>J.01b. Pre-Development – Include, at a minimum, the following elements in the RMP:</p> <p>Limit direct access to areas with exposed native soils (defined as soils that exist at the site prior to project approval) and perform inspections to verify that measures taken to limit direct access are maintained.</p> <p>Alternatively, for each location with exposed native soils, provide risk management procedures for those areas. If this alternative is chosen, for each exposed soil location that would remain vacant and undeveloped at the initiation of development, and for each site that becomes vacant and includes exposed native soil, evaluate and document potential health risks to the general public that could occur before site development using the following process:</p> <p>Evaluate sampling results to determine constituents that could pose a risk to the general public. Identify populations who could be exposed to the constituents in soils based on land uses within and adjacent to the Project Area. Exposed populations that would be considered would include adult and child visitors/ trespassers, nearby residents (adults and children), and workers not involved in project construction within and adjacent to the Project Area. Using specific EPA and DTSC-recommended exposure assumptions, identify the appropriate exposure pathways and assumptions in consultation with the RWQCB.</p> <p>Using the specific exposure assumptions identified above, adopt contaminant specific interim target levels (ITLs) following regulatory risk assessment guidelines established by DTSC and EPA.</p>	<p>7E Owner to implement RMP provisions as applicable to Block 7E, Agency</p>	<p>S.A.</p>	<p>RWQCB</p>	<p>As provided in the EIR or in RMPs.</p>	<p>See implementation procedures identified for Mitigation Measure J.01.</p>

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<b>J.01 RISK MANAGEMENT PLAN(S) (cont.)</b>					
<p>Compare ITLs to the range of concentrations detected in exposed native soils to identify areas where ITLs are exceeded. No further action prior to development (other than that required under Article 20 or other applicable regulations) would be required in areas in which ITLs are not exceeded.</p>					
<p>J.01c. For areas where ITLs are exceeded, identify specific Interim Risk Management (IRM) measures that would reduce potential contamination-related risks to Project Area occupants and visitors during site build-out. Based on the results of the ITL evaluation and need for site controls, general IRM measures could include measures such as:</p> <ul style="list-style-type: none"> <li>i. Limit Direct Access to Uncovered Native Soil on Undeveloped Portions of the Project Area. To effectively limit access, install fencing or other physical barriers around the identified areas, and post "no trespassing" signs.</li> <li>ii. Hydroseed or Apply Other Vegetative or Other Cover to Uncovered Areas. Hydroseed or apply other vegetative or other cover to the uncovered areas to reduce the potential for windblown dusts to be generated, and to reduce the potential for individuals to have direct contact with the native soils.</li> <li>iii. Include Safety Notices in Leases. Notify tenants of occupied portions of the Project Areas of the potential risks involved with the disturbance of existing cover (asphalt, concrete, vegetation) or exposed native soil.</li> <li>iv. Conduct Periodic Inspections of Open Spaces. Conduct periodic inspections of the Project Area to reduce the illegal occupancy of open areas by transient populations, and to reduce the illegal dumping by unauthorized occupants or offsite populations. Implement additional security measures such as fencing and/or the use of security guards, if inspections show a need.</li> <li>v. Periodic Monitoring. Perform inspections verifying that risk management measures remain effective by identifying disturbances to cover materials that could result in the exposure of underlying native soil and by identifying areas where temporary fencing or other physical barriers might need to be reinstalled. If the inspections identify areas where measures have been rendered</li> </ul>	<p>7E Owner to implement RMP provisions as applicable to Block 7E, Agency</p>	<p>S.A.</p>	<p>RWQCB</p>	<p>As provided in the EIR or in RMPs.</p>	<p>See implementation procedures identified for Mitigation Measure J.01.</p>

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
ineffective, implement corrective action.					
<b>J.01 RISK MANAGEMENT PLAN(S) (cont.)</b>					
J.01e. Identify site access controls to be implemented during construction, such as:	7E Owner to implement RMP provisions as applicable to Block 7E, Agency	S.A.	RWQCB; DBI; DPW	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.
i. Secure construction site to prevent unauthorized pedestrian/vehicular entry with fencing or other barrier of sufficient height and structural integrity to prevent entry and based upon the degree of control required.					
ii. Post "no trespassing" signs.					
iii. Provide on-site meetings with construction workers to inform them about security measures and reporting/ contingency procedures.					
<b>J.01 RISK MANAGEMENT PLAN(S) (cont.)</b>					
J.01g. Identify protocols for managing groundwater, which will include at a minimum:	7E Owner to implement RMP provisions as applicable to Block 7E, Agency	S.A.	RWQCB; DBI; DPW; DPH	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.
i. Procedures to prevent unacceptable migration of contamination from defined plumes during dewatering, such as monitoring, counter-pumping, or installing sheetpiles down to Bay Mud before dewatering.					
ii. Procedures for the installation of subsurface pipelines and other utilities, where necessary, to prevent lateral transmission of chemicals in groundwater. Such procedures could include, but would not be limited to, selection of proper backfill materials and thickness and installation of clay plugs or barrier collars.					
J.01i. Include a requirement that construction personnel be trained to recognize potential hazards associated with underground features that could contain hazardous materials, previously unidentified contamination, or buried hazardous debris.	7E Owner to implement RMP provisions as applicable to Block 7E, Agency.	S.A.	RWQCB; DBI; DPW; DPH	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.
J.01j. Develop and describe procedures for implementing a contingency plan, including appropriate notification and control procedures, in the event unanticipated subsurface hazards are discovered during construction. Control procedures could include, but would not be limited to, further investigation and removal of USTs or other hazards.	7E Owner to implement RMP provisions as applicable to Block 7E Agency	S.A.	RWQCB; DBI; DPW; DPH	As provided in the EIR or in RMPs.	See implementation procedures identified for Mitigation Measure J.01.

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
J.01k. Establish procedures, as necessary, so that construction activities avoid interfering with any RWQCB-required site investigation and remediation in the free product area.	7E Owner to implement RMP provisions as applicable to Block 7E, Agency	S.A.	RWQCB	As provided in the EIR or in RMP's.	See implementation procedures identified for Mitigation Measure J.01.

### Cert. of Occupancy

#### F.03 TOXIC AIR CONTAMINANTS (TACs)

F.03. Prior to issuing a certificate of occupancy for a facility containing potential toxic air contamination sources, obtain written verification from BAAQMD either that the facility has been issued a permit from BAAQMD, if required by law, or that permit requirements do not apply to the facility.

7E Owner (but only if the Block 7E project contains potential toxic air contamination sources). 7E Owner has no responsibility for any mitigations related to the pump station control room.

DBI; DPH

Prior to issuance of Certificate of Occupancy for relevant facilities

1. Owner/other owners to obtain and submit written verification from BAAQMD to DBI.
2. DBI reviews BAAQMD verification to ensure that the facility has been issued a permit, or to ensure that permit requirements do not apply to the facility.
3. DBI issues Certificate of Occupancy as long as all applicable conditions are met.

#### J.01 RISK MANAGEMENT PLAN(S)

J.01m. Prohibit residences with unrestricted access to soils in front yards or backyards anywhere in the Project Area.

7E Owner, Agency

RWQCB; DBI; DPW; DPH

As provided in the EIR or in RMP's.

See implementation procedures identified for Mitigation Measure J.01.

#### J.01 RISK MANAGEMENT PLAN(S) (cont.)

J.01n. Prohibit access to native soils for private use. If disturbance of native subsurface soils or groundwater dewatering is planned, carry out these activities in accordance with the elements of the RMP called for in Measures J.01d through J.01k. Following construction or excavation or soil disturbance, restore the cap in accordance with the provisions of the RMP as called for in Measure J.01i.

7E Owner, Agency

RWQCB; DBI; DPW; DPH

As provided in the EIR or in RMP's.

See implementation procedures identified for Mitigation Measure J.01.

J.01o. Prohibit the use of shallow groundwater within the Project Area for domestic, industrial, or irrigation purposes. Permit installation of groundwater wells within the Project Area only for environmental monitoring purposes. Secure and lock environmental wells installed within the Project Area to prevent unauthorized access to the groundwater. In the event the use of shallow groundwater is

7E Owner, Agency

RWQCB; DBI; DPW; DPH

As provided in the EIR or in RMP's.

See implementation procedures identified for Mitigation Measure J.01.

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
proposed, perform an assessment of the risks from direct exposure to the groundwater prior to use and obtain RWQCB or other appropriate regulatory agency approval of the results of the assessment and proposed uses.					

**Abbreviations:**

- AGENCY: Successor Agency of the Redevelopment Agency of the City and County of San Francisco
- BAAQMD: Bay Area Air Quality Management District
- DBI: San Francisco Department of Building Inspection
- DPH: San Francisco Department of Public Health
- DPW: San Francisco Department of Public Works
- EIR: Environmental Impact Report
- ERO: Environmental Review Officer
- MTAVSSD: San Francisco Municipal Transportation Agency, Sustainable Streets Division (formerly Department of Parking and Traffic)
- Owner: FOCIL-MB, LLC
- OES: Office of Emergency Services
- PC: San Francisco Planning Commission
- RMP: Resource Management Plan
- RWQCB: San Francisco Bay Area Regional Water Quality Control Board
- SFPUC: San Francisco Public Utilities Commission
- S.A.: Agency: City and County of San Francisco as Successor to Redevelopment Agency
- SWPPP: Stormwater Pollution Prevention Plan
- TMA: Transportation Management Association

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

Mitigation Measures	Mitigation Response	S.A.	Responsible (Other)	Mitigation Schedule	Implementation Procedures
<b>D. VISUAL QUALITY AND URBAN DESIGN</b>					
<b>D.02 Architectural Resources – Evaluation of Fire Station No. 30</b>					
D.02a. Retain an architectural historian to prepare an evaluation of the architectural integrity and historical importance of Fire Station No. 30 prior to development on this site. If the building is determined to be eligible for the National Register, preserve, rehabilitate, and reuse the building in a manner that is consistent with the Secretary of the Interior's guidelines for historic preservation.	Fire Department			Prior to alteration or demolition of structure.	
D.02b. If Fire Station No. 30 is found to be eligible for the National Register, require the following mitigation measures to reduce (though not eliminate) the significant impact prior to demolition of the structure: <ul style="list-style-type: none"> <li>• Prepare a "historical American Building Survey," including the precise recording of the structure through measurement, drawings, and photographs</li> <li>• Provide sufficient detail in the survey documentation so that after demolition the historical structure could be reconstructed from the survey data</li> <li>• File copies of the records and documents with the appropriate federal, state, and city agencies</li> <li>• Include salvage and selective re-use of building materials in the mitigation program once the survey has been completed</li> <li>• Upon completion, provide a copy of the report to the San Francisco Landmarks Preservation Advisory Board, and the San Francisco Redevelopment Agency.</li> </ul>	Fire Department			Prior to alteration or demolition of structure.	
<b>D.03 Archaeological Resources</b>	Owner				
Retain the services of an archaeologist, because of the strong				Prior to excavation; ongoing activities and reporting as	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>possibility of encountering the remains of cultural or historic artifacts or features in the six historic areas. The Environmental Review Officer (ERO) in consultation with the President of the Landmarks Preservation Advisory Board (LPAB) and the archaeologist would determine: 1) whether the archaeologist should instruct all excavation and foundation crews on the project site of the potential for discovery of historic archaeological deposits and artifacts, and the procedures to be followed if such materials are uncovered; and 2) prior to the commencement of foundation excavation, a program of archaeological testing.</p> <p>Retain a qualified historic archaeologist to supervise a pre-foundation excavation testing program for each phase of Project Area development or each construction site, as appropriate, using a series of mechanical, exploratory borings or other testing methods determined by the archaeologist to be appropriate. A qualified historic archaeologist would supervise the testing in the six historic resource areas to determine the probability of finding cultural and historical remains. At the completion of the archaeological testing program, the archaeologist would submit a written report first and directly to the ERO and the President of the LPAB, with a copy to the project sponsor, which describes the findings, assesses their significance and proposes appropriate recommendations for any additional procedures necessary for the mitigation of adverse impacts to cultural resources determined to be significant.</p> <p>Retain a certified archaeologist to supervise a program of on-site monitoring during site excavation in the six historical areas, following site clearance and pre-excavation leasing. The certified archaeologist would record observations in a permanent log. Should cultural or historic artifacts be found following commencement of excavation activities, the archaeologist would assess the significance of the find, and immediately report to the ERO and the President of LPAB. Upon receiving the advice of the consultant and the LPAB, the ERO would recommend specific mitigation measures, if necessary. The monitoring program, whether or not there are finds of significance, would result in a written report to be submitted first and directly to the ERO and the President of the LPAB, with a copy to the project sponsor.</p> <p>Suspend excavation or construction activities which might damage discovered cultural resources for a total maximum of four weeks over the course of construction at each site to permit inspection, recommendation and retrieval, if appropriate.</p> <p>Implement an appropriate security program to prevent looting or</p>			
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required by measure.

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>destruction, if cultural resources of potential significance are discovered. Any discovered cultural artifact assessed as significant by the archaeologist upon concurrence of the ERO and the President of the LPAB would be placed in a repository designated for such materials or possibly exhibited in a public display. Following approval of the archaeological testing and monitoring program reports by the ERO and the President of the LPAB, a final report would be sent to the California Archaeological Site Survey Office at Sonoma State University, the Foundation for San Francisco's Architectural Heritage and the State Office of Historic Preservation. The Office of Environmental Review would receive three final copies of the final archaeological findings report. Archaeological testing could be coordinated with other site investigations for geotechnical and toxic waste purposes.</p>					
<p><b>D.04 Archaeology and Exploration Program</b>                  Develop archaeological exploration programs, consistent with Measure D.03 above, for pre-identified sensitive historic archaeological areas that should include the following:</p>	<p>Owner, other developers</p>			<p>Prior to excavation; ongoing implementation as required by measure.</p>	
<p>D.04a. Define specific research parameters and prepare a written study plan in consultation with the ERO and LPAB prior to subsurface exploration, which emphasis on National Register determination of historical significance and the maximum retrieval of archaeological data.</p>	<p>Owner, other developers</p>			<p>Prior to excavation; ongoing implementation as required by measure.</p>	
<p>D.04b. Examine large-scale exposure of soil profiles.</p>	<p>Owner, other developers</p>			<p>Ongoing implementation as required by measure.</p>	
<p>D.04c. Complete detailed field records, including photographs and drawings, to document subsurface soil profiles, archeological deposits and integrity of such deposits.</p>	<p>Owner, other developers</p>			<p>Ongoing implementation as required by measure.</p>	
<p>D.04d. Complete a detailed report of findings to describe research and exploration methodologies, testing results, all archaeological findings, and recommendations for resource management.</p>	<p>Owner, other developers</p>			<p>Ongoing implementation as required by measure.</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>D.05 Archaeological Monitoring at 19th Century City Dump</b></p> <p>Archival review suggests that depositional integrity of the late 19th-century city dump has been lost due because of scavenging while the dump was in operation; however, important historical artifacts may still be present. Pre-construction archaeological testing is therefore not recommended. Archaeological monitoring during construction would be the appropriate mitigation measure for that area. Therefore, retain the services of a qualified archaeologist. The ERO in consultation with the President of the LAPB and the archaeologist would determine whether the archaeologist should instruct all excavation and foundation crews in the area of the 19th-century city dump of the potential for discovery of cultural and historic artifacts or features. If such artifacts or features were uncovered, follow procedures described in Measure D.03 for suspension of construction activities, notification of the ERO and President of the LPAB, and development recovery measures, as appropriate.</p>	<p>Owner, other developers</p>		<p>measure.</p> <p>During construction, ongoing implementation as required by measure.</p>	
<p><b>D.08 Shadows</b></p> <p>The Redevelopment Plan documents would require analysis of potential shadows on existing and proposed open spaces during the building design and review process when exceptions to certain standards governing the shape or locations of buildings are requested that would cause over 13% of Mission Creek Park (either North or South), 20% of Bayfront Park, 17% of Triangle Square or 11% of Mission Bay Commons to be in continuous shadow for a period of one hour from March to September between 10:00am and 4:00pm.</p>	<p>Owner, other developers</p>		<p>Provide any required documentation as part of Project-level submission</p>	
<p><b>E. TRANSPORTATION</b></p>				
<p><b>E.01 Third Street/King Street</b></p>				
<p>E.01a. Widen the northbound approach to provide an additional through land on the west side of Third Street.</p>	<p>Owner</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

						any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.01b. Reconfigure the existing traffic signal.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.01c. Install "Don't Block the Box" signs.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.02 Third Street/Berry Street							

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.02a Restripe the northbound approach to provide an additional through lane.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.02b. Reconfigure the existing traffic signal.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.02c. Install "Don't Block the Box" signs.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	



**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

						generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.06 Third Street/16th Street</b>							
E.06a. Widen the northbound approach to provide two exclusive left-turn lanes.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.06b. Reconfigure the existing traffic signal.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<b>E.07 Third Street/Mariposa Street</b>									
E.07a. Widen the eastbound approach to provide an additional through lane.	Owner							Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	and/or Project-level plan review.
E.07b. Widen and restripe the westbound approach to provide an exclusive left-turn lane and an additional through lane.	Owner							Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.07c. Reconfigure the existing traffic signal.	Owner							Provide trip generation calculations and infrastructure adjacency information; identify any improvements	



**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

				<p>calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.09 Fourth Street/Berry Street</b></p>					
<p>E.09a. Restripe the westbound approach to provide an additional lane.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.09b. Restripe the northbound approach to provide an additional lane.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

				<p>Owner; PTC, if PTC elects to commence service before Owner's obligation to construct is otherwise triggered</p>	<p>plan review.</p>
<p>E.09c. Reconfigure the existing traffic signal.</p>				<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.09d. Install "Don't Block the Box" signs.</p>			<p>Owner</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.10. Fourth Street/Owens Street</b></p>					
<p>E.10a. Install a new traffic signal.</p>			<p>Owner</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

						any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.11 Fourth Street/UCSF Private Street</b>							
E.11a. Install a new traffic signal.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.12 Fourth Street/16th Street</b>							
E.12a. Install a new traffic signal.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>E.13 Fourth Street/Mariposa Street</b></p>			<p>Owner</p>		
<p>E.13a. Widen the eastbound and westbound approaches to provide exclusive left-lane turns.</p>					<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>
<p>E.13b. Install a new traffic signal.</p>			<p>Owner</p>		
<p><b>E.14 Seventh Street/16th Street</b></p>					
<p>E.14a. Remove on-street parking on all approaches.</p>			<p>DPT</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify</p>

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

				any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.14b. Restripe the northbound and eastbound approaches to provide an additional through lane.	Owner			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.14c. Restripe the southbound approach to provide an additional through lane and an exclusive left-turn lane.	Owner			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.14d. Restripe the westbound approach to provide an additional	Owner			Provide trip	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>through lane and a right-turn pocket.</p>				<p>generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E. 14e. Install a new traffic signal.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E. 14f. Provide the appropriate traffic warning devices for the Caltrain track crossing.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>E.15 Owens Street/16th Street</b></p>				<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>
<p>E.15a. Install a new traffic signal.</p>					
<p><b>E.16 Owens Street/Mariposa Street/1-280 Off-ramp</b></p>				<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>
<p>E.16a. Widen the eastbound approach to provide an exclusive left-turn lane.</p>					
<p>E.16.b. Reconfigure the existing traffic signal.</p>				<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements</p>

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<b>E.17 I-280 On-ramp/Mariposa Street</b>								based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
E.17a. Widen the westbound approach to provide an exclusive left-turn lane.	Subject to regulatory approvals; Owner to construct; City to apply for approvals							Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
E.17b. Install a new traffic signal.	Subject to regulatory approvals; Owner to construct; City to apply for approvals							Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
<b>E.18 Seventh Street/The Common</b>								

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.18a. Install a new traffic signal.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.18b. Provide the appropriate traffic warning devices for the Caltrain railroad track at-grade crossing.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.19 Fifth Street/King Street</b></p>					
<p>E.19a. Narrow approximately 250 feet of the median on the westbound approach to provide an exclusive left-turn lane.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p>E.19b. Restripe the I-280 off-ramp touchdown and narrow the median on the south side of King Street for a distance of about 300 feet beginning at the intersection with Fifth Street, to increase the number of eastbound lanes from the existing two to three.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>plan review. Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.19c. Reconfigure the existing traffic signal.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.20 Seventh Street/Berry Street</b></p>					
<p>E.20a. Install a new traffic signal.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.20b. Provide the appropriate traffic warning devices for the Caltrain tracks crossing.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>of Major Phase and/or Project-level plan review.</p> <p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.20c. Open Berry Street "at-grade" rail crossing.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>of Major Phase and/or Project-level plan review.</p> <p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.21 Third Street</b> E.21a. Widen Third Street on the west side between Berry Street and King Street to accommodate the additional lanes described in Measure E. 1.</p>	<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>			<p>of Major Phase and/or Project-level plan review.</p> <p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

	adjacency thresholds as part of Major Phase and/or Project-level plan review.				
<p>E.21b. Widen Third Street for approximately one-third the distance between Mariposa Street and 16th Street to accommodate the lane configuration described in Measure E.6.</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>			<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>	
<p>E.21c. In cooperation with the Public Transportation Commission ("PTC") and the Department of Public Works, reconfigure Third Street in the Project Area to accommodate the Third Street light rail transit median while maintaining two travel lanes in each direction and exclusive left-turn lane at specific locations, as listed in Measures E.6 and E.7.</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>			<p>Owner, as allocated in Infrastructure Plans</p>	
<p><b>E.22 Mariposa Street</b></p>					
<p>E.22a. Widen Mariposa Street between Terry A. Francois Boulevard and Pennsylvania Street, including the bridge over the Caltrain tracks.</p>	<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements</p>			<p>Subject to regulatory approvals; Owner to construct; City to apply for approvals</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

				based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.23 Fourth Street</b>					
E.23a. Widen Fourth Street between China Basin Channel and King Street to accommodate the Third Street light rail tracks and a MUNI station platform between Berry and King Streets.	Owner, PTC as allocated in Infrastructure Plans			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.23b. Extend Fourth Street southward, parallel to Third Street, to intersect with Mariposa Street at the existing intersection with Minnesota Street.	Owner			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.24 King Street</b>					

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.24a. Widen eastbound King Street between Fifth and Fourth Streets to accommodate the lane configurations for the Fourth Street/King Street intersection in Measure E.8.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.24b. Construct westbound King Street frontage road between Fifth Street and Berry Street.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.25 Owens Street</b></p>					
<p>E.25a. Construct Owens Street between Third and Fourth Streets, providing a median approximately 24 feet wide to accommodate the MUNI Third Street light rail line, with no on-street parking.</p>	<p>Owner, PTC as allocated in Infrastructure Plans</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

						adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.25b. Construct Owens Street between Fourth Street and The Common, providing on-street parking on the north side of the street only	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.25c. Extend Owens Street northward from 16th Street to The Common, providing no on-street parking.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.25d. Construct Owens Street between 16th Street and Mariposa Street, providing no on-site parking.	Owner					Provide trip generation calculations and infrastructure adjacency information; identify any improvements	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

					based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
<b>E.26 North Common and South Common Streets Connection to Seventh Street</b>						
E.26a. Construct an "at-grade" connection to Seventh Street across Caltrain tracks, in conjunction with Measure E.18 for the new intersection.	Subject to regulatory approvals; Owner to construct; City to apply for approvals				Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.26b. Prohibit parking at trolleybus stops for the 22-Filmore line east of Third Street where bus line is extended.	DPT, in consultation with PTC				Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p><b>E.27. MUNI Line 22-Fillmore</b></p> <p>Reroute the MUNI 22-Fillmore trolleybus line to travel on 16th Street to Third Street, and then north on Third Street to the Common. If not already accomplished, install trolleybus wire support poles and/or eyebolts on buildings along the new route, and complete North Common Street and South Common Street east of Third Street. Prohibit parking on North Common and South Common Streets at trolleybus stops.</p>	<p>Owner, PTC, DPT as allocated in Infrastructure Plans</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.28. MUNI Line-30-Stockton or 45-Union/Stockton</b></p> <p>Extend about half of the 30-Stockton or the 45-Union/Stockton trolley buses south and east of the current terminus at the Caltrain terminal to the current terminus of the 22-Fillmore line, at the same time that the 22-Fillmore is rerouted as called for in Measure E.27. Route trolley buses to Connecticut Street via Townsend or Mission Bay Street, and then east to a new terminus near Third and 20th Streets. The coordination of Measure E.27 with E.28, to provide extended MUNI trolleybus service to Mission Bay by rerouting the 22-Fillmore and 30-Stockton or 30/45 Union/Stockton lines, shall be accomplished in phases, if necessary, to provide service as early in project development as MUNI service may be needed. The phases may include:</p>	<p>Owner, PTC as allocated in Infrastructure Plans</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.28a. Construct Mission Bay Street, the Seventh Street Connector to North and South Common Streets and the Caltrain at-grade rail crossing, and the portion of North and South Common Streets east of Third Street, early enough in project development to accommodate MUNI trolleybus travel, including poles and eyebolts supporting trolley wires, and provide poles and/or eyebolts supporting trolley wires along 16th Street and a portion of Common Streets in the Project Area, as described in Measure E.27 and above in this Measure; or</b></p>	<p>Subject to regulatory approvals, Owner, PTC, as allocated in Infrastructure Plans</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.28b. If Item E.28a is not feasible sufficiently early in project development, for an interim period until the necessary streets and trolley wires have been constructed as part of the adjacent development, construct the portion of North and South Common Streets east of Third Street and install poles and/or eyebolts supporting trolley wires along the new route for the 22-Filmore, and extend some but not all of the trolley buses, so that both Mission Bay and Lower Potrero areas continue to be served. This measure involves only limited service to Mission Bay; or</p>	<p>Owner, PTC as allocated in Infrastructure Plans</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.28c. If Item E.28a is not feasible sufficiently early in project development, for an interim period until the necessary streets and trolley wires have been constructed as part of adjacent development, provide service to Mission Bay temporarily using diesel buses on 16th Street; or</p>	<p>PTC</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.28d. Use a combination of items of E.28b and E.28c to provide MUNI trolley bus service to both the Mission Bay and Lower Potrero areas until necessary streets and trolley wires have been constructed as part of adjacent development in the Project Area.</p>	<p>Owner, PTC; responsibility as allocated for E.28b and E.28c</p>		<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

				and/or Project-level plan review.	
E.29 Seventh Street/Brennan Street					
E.29a. Restripe the northbound approach to provide three lanes.	Owner			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E. 30 Seventh Street/Townsend Street					
E.30a Restripe the southbound, eastbound, and westbound approaches to provide a left-turn lane, a through lane, and a right-turn lane.	Owner			Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.	
E.30b. Restripe the northbound approach to provide a left turn lane, a through lane, and a shared right-through lane					

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p><b>E.31 Seventh Street/Berry Street</b></p>					
<p>E.31a. Restripe the eastbound approach to provide two lanes.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.31b. Restripe the northbound and southbound approaches to provide a left-turn lane, a through lane, and a shared right-through lane.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.32 Seventh Street/North and South Common Streets</b></p>					
<p>E.32a. Restripe the northbound approach to provide two through lanes, and a right-turn lane.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on</p>	



**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<b>E.35 Eighth Street/Townsend Street</b>									any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
E.35a. Eliminate traffic circle and reconfigure intersection.	Owner								Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
E.35b. Install a new traffic signal.	Owner								Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.
<b>E.36 Third Street/Townsend Street</b>									

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>E.36a. Remove the on-street parking on the westbound approach during the p.m. peak commute period.</p>	<p>DPT</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p>E.36b. Provide an additional westbound through lane during the p.m. peak commute period.</p>	<p>DPT</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.38 Fourth Street/King Street</b> Widen the southbound approach to provide an additional lane, and restripe the intersection to provide one exclusive left-turn lane, one exclusive through lane, one shared right-through lane, and an exclusive right-turn lane for the southbound Fourth Street approach.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p><b>E. 41 Fourth Street</b> Widen the west side of Fourth Street for approximately half the distance between Townsend Street and King Street to provide the additional southbound lane noted in Mitigation Measure E.38, including providing additional right-of-way.</p>	<p>Owner</p>			<p>and/or Project-level plan review.</p>	
<p><b>E.42 Seventh Street</b> Eliminate on-street parking on both sides of Seventh Street between Townsend and 16th Streets during the morning and afternoon peak commute periods to accommodate the lane configuration changes described in Mitigation Measures E.29, E.30, E.31, and E.32.</p>	<p>DPT</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency thresholds as part of Major Phase and/or Project-level plan review.</p>	
<p><b>E.45 Extend N-Judah MUNI Metro Line</b> Extend and operate the route of the N-Judah MUNI Metro line from the Embarcadero station to Mariposa Street, using the MIMX and Third Street light rail tracks.</p>	<p>Owner</p>			<p>Provide trip generation calculations and infrastructure adjacency information; identify any improvements based on cumulative or adjacency</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

						thresholds as part of Major Phase and/or Project-level plan review.
<b>E.46 Transportation Management Organizations</b>						
E.46a. Form a Mission Bay Transportation Management Association (TMA) to implement a Transportation System Management (TSM) Plan.	Owner					No later than first Major Phase approval
E.46b. Form a Transportation Coordinating Committee (TCC) including representatives of Project Area property owners, UCSF, SFRA, and appropriate city staff, including DPT, MUNI, and DPW, to address area-wide transportation planning issues and coordinate with other uses and neighborhoods in nearby areas.	Agency					No later than first Major Phase approval
<b>E.47 Transportation System Management (TSM) Plan</b>						
Prepare a TSM Plan, which could include the following elements:	Owner (TMA), other developers					As identified by TMA; ongoing review with Agency
E.47a. Shuttle Bus System. Operate a shuttle bus service between Mission Bay and regional transit stops in San Francisco (e.g., BART, Caltrain, Ferry Terminal, Transbay Transit Terminal), and specific gathering points in major San Francisco residential neighborhoods (e.g., Richmond and Mission Districts).	Owner (TMA)					As identified by TMA; ongoing review with Agency
E.47b. Transit Pass Sales Sell transit passes in neighborhood retail stores and commercial buildings in the Project Area.	Owner (TMA); other developers					As identified by TMA; ongoing review with Agency
E.47c. Employee Transportation Subsidies Provide a system of employee subsidies for major employers.	Owner (TMA); major employers					As identified by TMA; ongoing review with Agency

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p>E.47d. Pedestrian Signals at Owens Street Near the Pedestrian Bridge</p> <p>Pedestrian signals at this location will provide continuity between the pedestrian bridge near Fifth Street and the pedestrian path adjacent to Owens Street, and the residential units in the central subarea of Mission Bay South.</p>	<p>Owner (TMA)</p>	<p>As identified by TMA; ongoing review with Agency</p>	
<p>E.47f. Appropriate Street Lighting.</p> <p>Ensure that sidewalks in Mission Bay are sufficiently lit to provide pedestrians and bicyclists with a greater sense of safety, and thereby encourage Mission Bay employees, visitors, and residents to walk to and from Mission Bay.</p>	<p>Owner (TMA)</p>	<p>As identified by TMA; ongoing review with Agency</p>	
<p>E.47g. Transit, Pedestrian and Bicycle Route Information</p> <p>Provide maps of the local and citywide pedestrian and bicycle routes with transit maps and information on kiosks throughout the Project Area to promote multi-modal travel.</p>	<p>PTC, DPW to provide in connection with transit shelters and other transit signage</p>	<p>In conjunction with transit shelter and signage plans</p>	
<p>E.47h. Parking Management Guidelines</p> <p>Establish parking management guidelines for the private operators of parking facilities in the Project Area.</p>	<p>Owner (TMA)</p>	<p>As identified by TMA; ongoing review with Agency</p>	
<p>E.47i. Flexible Work Time/Telecommuting</p> <p>Where feasible, offer employees in the Project Area the opportunity to work on flexible schedules and/or telecommute so they could avoid peak hour traffic conditions.</p>	<p>Owner (TMA); other major employers</p>	<p>As warranted by development; ongoing review with Agency</p>	
<p><b>E. 49 Ferry Service</b></p> <p>Make a good faith effort to assist the Port of San Francisco and others in ongoing studies of the feasibility of expanding regional ferry service. Make good faith efforts to assist in implementing feasible study recommendations.</p>	<p>Owner (TMA)</p>	<p>As identified by TMA; ongoing review with Agency</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p><b>F. AIR QUALITY</b></p>					
<p><b>F.01 TSM Measures</b> Implement measures to decrease vehicle trips, as described in Mitigation Measures E.46 through E.50 in Section VI.E, Mitigation Measures: Transportation</p>	See Measures E.46-E.50			See Measures E.46-E.50	
<p><b>F.04 Meteorology Station</b> As soon as possible, to provide reliable wind data for informational purposes, and where applicable, to facilitate the preparation of risk assessment studies, locate and maintain a meteorology station at an appropriate location in the Project Area.</p>	Owner and/or UCSF			Implement through site planning process as part of first UCSF construction phase or other construction phase	
<p>F.04a. Hire a contractor to select appropriate sites for location of the meteorology station to ensure accuracy of data. Preferably the site would be located at a first phase building at the UCSF site, which is centrally located in the Project Area.</p>	Owner and/or UCSF			Implement through site planning process as part of first UCSF construction phase or other construction phase	
<p>F.04b. Once site selections are recommended, contact the BAAQMD for consultation and comment on the sites.</p>	Owner and/or UCSF			Implement through site planning process as part of first UCSF construction phase or other construction phase	
<p>F.04c. Hire a contractor to select certified equipment and software.</p>	Owner and/or UCSF			Implement through site planning process as part of first UCSF construction phase or other construction phase	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>F.04d. Consult the BAAQMD on the equipment and software that is selected prior to purchase.</p>	<p>Owner and/or UCSF</p>			<p>Implement through site planning process as part of first UCSF construction phase or other construction phase</p>	
<p>F.04e. Construct and site the station according to BAAQMD standards (written guidelines may be obtained from the District).</p>	<p>Owner and/or UCSF</p>			<p>Implement through site planning process as part of first UCSF construction phase or other construction phase</p>	
<p>F.04f. Provide data from the station to the BAAQMD on a real-time basis.</p>	<p>Owner and/or UCSF</p>			<p>Implement through site planning process as part of first UCSF construction phase or other construction phase</p>	
<p>F.04g. At a minimum, take continuous wind speed and direction measurements for a period of at least two years.</p>	<p>Owner and/or UCSF</p>			<p>Implement through site planning process as part of first UCSF construction phase or other construction phase</p>	
<p><b>F.05 Dry Cleaning Facilities</b>          Prohibit dry cleaning facilities that conduct on-site dry cleaning operations in residential areas within the Project Area. For any dry cleaning operations within the Project Area, require vapor barriers in their design and construct so as to reduce exposure to perchloroethylene and any other toxic air contaminants handled at the facility.</p>	<p>Owner, other developers</p>			<p>Implement as part of Project-level review</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>F.06 Child-Care Buffer Zones</b> Require preschool and childcare facilities to notify BAAQMD and the San Francisco Department of Public Health regarding the locations of their operations, and requires these centers to consult with these agencies regarding existing and possible future stationary and mobile sources of toxic air contaminants. The purpose of these consultations is to obtain information so that preschool and childcare centers can be located to minimize potential impacts from toxic air contaminant emissions sources.</p>	<p>Owner, other developers</p>		<p>Implement as part of Project-level review</p>	
<p><b>G. NOISE AND VIBRATION</b></p>				
<p><b>G.02 Analyze Potential Vibrations from Caltrain</b> Analyze potential vibration from Caltrain on the western-most block of Mission Bay North at Berry and King Streets, adjacent to Caltrain tracks, based on information about localized soils and, if the analysis shows vibration could be significant without mitigation, design and construct foundations of buildings proposed to be on that block with vibration-reducing features to reduce potential impacts from adjacent passenger trains.</p>	<p>Owner, other developers</p>		<p>Provide information regarding compliance prior to foundation construction</p>	
<p><b>H. SEISMICITY</b></p>				
<p><b>H.01 Heavy Equipment Storage</b> During the build-out period, store heavy construction equipment in the Project Area during the buildout period that is capable of traveling on damaged roads, clearing debris, and opening access to, and within, the Project Area after a major earthquake.</p>	<p>Owner, other developers</p>		<p>Include in emergency response plan; update as necessary</p>	
<p><b>H.02 Emergency Preparedness and Emergency Response</b> Following build-out, coordinate emergency response plans with the City regarding use of heavy equipment from the City storage yard in the vicinity of the Project Area.</p>	<p>Owner, other developers</p>		<p>Include in emergency response plan; update as necessary</p>	
<p><b>H.03 Comprehensive Preparedness and Response Plan</b></p>	<p>Owner</p>		<p>Include in</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p>H.03a Require the formulation of a comprehensive preparedness and response plan for the entire Project Area (as opposed to the typical building-by-building plan), integrated with the City's emergency response plans and in coordination with the Mayor's Office of Emergency Services. An emergency response plan should include:</p> <ul style="list-style-type: none"> <li>• Community coordination and response</li> <li>• Coordination with government services</li> <li>• Outreach and training (not only for employees but also residents)</li> <li>• Food and water</li> <li>• Shelter</li> <li>• Sanitation</li> <li>• Consideration of need and potential locations for special facilities (operations, medical, etc.) in the context of the citywide Emergency Response Plan and the Project Area's location in Emergency Response District 3</li> <li>• Organization of employees into response teams</li> <li>• Employee training in response procedures, including setting up a command post, communications, first aid, evacuation, security, and clean-up</li> </ul>			<p>emergency response plan; update as necessary</p>
<p><b>H.04 Fire Station No. 30</b> Provide seismic rehabilitation of Fire Station No. 30 in the Project Area, if the building is to be reused for human occupancy.</p>	<p>Fire Department</p>		<p>See Measures D.1-D.2</p>
<p><b>H.05 New Fire Station</b> At the time the San Francisco Fire Department determines the population or building density is high enough to warrant it, provide a new fire station in Mission Bay South to reduce the effects of limited emergency access to and from the site following a major earthquake.</p>	<p>City; Fire Department; Owner as allocated in South Infrastructure Plan</p>		<p>Owner obligation to transfer site and make available certain funds and City obligation to fund the balance and construct as provided in South</p>

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>H.06 Facilitate Emergency Access Routes</b></p> <p>As part of the comprehensive preparedness plan identified in Measure H.3, identify and implement feasible measures to facilitate and improve emergency access routes to the site, especially in the vicinity of Seventh and Owens Streets. Such measures could include design of open spaces to allow vehicle following a catastrophic event; designing underground utilities at the Owens and Seventh Streets connector to minimize severe damage or disconnection caused by earthquakes; constructing heavier pavement sections along critical routes if indicated through a geotechnical study; and siting buildings within the area bounded by Seventh Street, the Seventh Street connector, Owens Street, and 16th Street in a manner that would allow emergency vehicle access between these buildings in a catastrophic event.</p>	<p>Owner</p>		<p>Owner Participation Agreement and Infrastructure Plan</p> <p>Review as part of Major Phase</p>	
<p><b>I. HEALTH AND SAFETY</b></p> <p><b>I.01 Biohazardous Materials Handling Guidelines</b></p> <p>Require businesses that handle biohazardous materials and do not receive federal funding to certify that they follow the guidelines published by the National Research Council and the U.S. Department of Health and Human Services Public Health Service, National Institutes of Health, and Centers for Disease Control as set forth in <i>Biosafety in Microbiological and Biomedical Laboratories, Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines)</i>, and <i>Guide for the Care and Use of Laboratory Animals</i>, or their successors, as applicable.</p>	<p>Owner, other developers</p>		<p>As part of building permit process; provide annual certification thereafter</p>	
<p><b>I.02 Use of HEPA Filters</b></p> <p>Require businesses handling biohazardous materials to certify that they use high efficiency particulate air (HEPA) filters or substantially equivalent devices on all exhaust from Biosafety Level 3 laboratories unless they demonstrate that exhaust from their Biosafety Level 3 laboratories would not pose substantial health or safety hazards to the public or the environment. Require such businesses to certify that they</p>	<p>Owner, other developers</p>		<p>As part of building permit process; provide annual certification thereafter</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

inspect or monitor the filters regularly to ensure proper functioning.							As part of building permit process; provide annual certification thereafter	
<p><b>1.03 Handling of Biohazardous Materials</b></p> <p>Require businesses handling biohazardous materials to certify that they do not handle or use biohazardous materials requiring Biosafety Level 4 containment (i.e., dangerous or exotic materials that pose high risks of life-threatening diseases or aerosol-transmitted infections, or unknown risks of transmission in the Project Area.</p>			Owner, other developers					
<p><b>J. CONTAMINATED SOILS AND GROUNDWATER</b></p>								
<p><b>Development</b></p> <p>J.01d Include in the RMP, health and safety training and health protection objectives for workers who may directly contact contaminated soil during construction and/or maintenance, including CalOSHA worker safety regulations appropriate to the type of construction activity, location, and risk relative to the potential types of hazards associated with contaminated soil or groundwater, and where appropriate, compliance with Title 8, Group 18, requirements.</p>			Owner, Agency, other developers				As provided in the EIRP or in RMPs	
<p>J.01f Identify protocols for managing soil during construction, which will include at minimum:</p> <p>i. The dust controls found in Measure F.2 in Section VI.F, Mitigation Measures: Air Quality</p> <p>ii. Standards for imported fill (defined as fill brought onto the site from outside the Project Area) that are protective of human health and the aquatic environment and an identified minimum depth of fill to be required for landscaped areas.</p> <p>iii. A requirement that prior to placement, if native soil in the Project Area is to be used on site in any manner that could result in direct human exposure, characterization of the soil be conducted to confirm that it meets appropriate standards approved by the RWQCB and would be appropriate for the intended use.</p>			Owner, Agency, other developers				As provided in the EIRP or in RMPs	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>J.01h Include SWPPP requirements and BMPs as described in Mitigation Measure K.1 in Section V1.K, Mitigation Measures: Hydrology and Water Quality.</p>	<p>Owner, Agency, other developers</p>		<p>As provided in the EIRP or in RMPs</p>	
<p><b>Post-Development</b>                  J.01l Except where testing demonstrates that native soils meet standards established by the RWQCB as being protective of human health and the aquatic environment, require that upon project completion, all native soils shall be capped, so as to preclude human contact by using buildings, paved surfaces (such as parking lots, sidewalks, or roadways), or fill of a kind and depth approved by the RWQCB.</p>	<p>Owner, Agency, other developers</p>		<p>As provided in the EIRP or in RMPs</p>	
<p><b>Child Care Development</b>                  J.02 Carry out a site-specific risk evaluation for each site in a non-residential area proposed to be used for a public school or child care facility; submit to RWQCB for review and approval. If cancer risks exceed <math>1 \times 10^{-5}</math> and/or noncancer risks exceeds Hazard Index of 1, carry out remediation designed to reduce risks to meet these standards or select another site that is shown to meet these standards.</p>	<p>Owner, other developers</p>		<p>RWQCB to review prior to site work</p>	
<p><b>K. HYDROLOGY AND WATER QUALITY</b></p>				
<p><b>K.02 Changes in Sanitary Sewage Quality</b>                  In addition to developing and implementing a Stormwater Management Program for the Central/Bay Basin (see Mitigation Measure K.5), participate in the City's existing Water Pollution Prevention Program. Facilitate implementation of the City's Water Pollution Prevention Program by providing and installing wastewater sampling ports in any building anticipated to have a potentially significant discharge of pollutants to the sanitary sewer, as determined by the Water Pollution Prevention Program of the San Francisco Public Utilities Commission's Bureau of Environmental Regulation and Management, and in locations as determined by the Water Pollution Prevention Program.</p>	<p>Owner, other developers</p>		<p>Submit as part of subdivision improvement plans</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p><b>K.03 Sewer Improvement Design</b></p> <p>Design and construct sewer improvements such that potential flows to the City's combined sewer system form the project do not contribute to an increase in the annual overflow volume as projected by the Bayside Planning Model by providing increased storage in oversized pipes, centralized storage facilities, smaller dispersed storage facilities, or detention basins, or through other means to reduce or delay stormwater discharges to the City system.</p>	<p>Subject to regulatory approvals, Owner, other developers</p>		<p>Submit as part of subdivision improvement plans</p>	
<p><b>K.04 Alternative Technologies to Improve Stormwater Discharge Quality</b></p> <p>Implement alternative technologies or use other means to reduce settleable solids and floatable materials in stormwater discharges to China Basin Channel to levels equivalent to, or better than, City-treated combined sewer overflows. Such alternative technologies could include one or more of the following: biofilter system, vortex sediment systems, catch basin filters, and/or additional source control measures to remove particulates from streets and parking lots.</p>	<p>Subject to regulatory approvals, Owner, other developers</p>		<p>Submit as part of subdivision improvement plans</p>	
<p><b>K.05 Central/Bay Basin Stormwater Management Program</b></p> <p>Develop and implement a Stormwater Management Program applicable to new and interim development and under the Redevelopment Plan in any area contributing to direct discharges of stormwater to near-shore waters. Develop the plan in coordination with City and County of San Francisco agencies such as Water Pollution Prevention Program of the City and County of San Francisco Public Utilities Commission's (SFPUC) Bureau of Environmental Regulation and Management, and the Clean Water Program. Develop the Stormwater Management Program according to guidelines contained in California Municipal Storm Water Best Management Practice Handbook and in California Industrial/Commercial Storm Water Best Management Practice Handbook. In addition, design the program with Best Management Practices consistent with the minimum control measures pursuant to the proposed Phase II stormwater regulations. Implement the Stormwater Management Program until a city-wide stormwater management program is developed that includes any area contributing to direct discharges of stormwater to near-shore waters. If the City and County of San Francisco develops a city-wide stormwater management program, such a program would supersede a stormwater management program for the Project Area. Periodically prepare and submit a monitoring report to the City detailing progress on</p>	<p>Subject to regulatory approvals, Owner, other developers</p>		<p>Submit as part of subdivision improvement plans</p>	

**MISSION BAY MITIGATION MEASURES**

**MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E**

<p>Implementation of Best Management Practices. Modify the Stormwater Management Program, as necessary, to respond to changes in conditions, and record any changes made (additions or deletions) in the monitoring report.</p>					
<p><b>K.06 Structure Placement and Design to Minimize Dangers of Flooding</b></p> <p>Structures in the Project Area should be designed and located in such a way to assure the reasonable safety of structures and shoreline protective devices built in the Bay or in low-lying shoreline areas from the dangers of tidal flooding, including consideration of a rise in relative sea level. Detailed construction specifications to mitigate against impacts of a sea-level rise, however, would require specific flood protection engineering and building analysis by a licensed engineer, where structures are proposed below an elevation of -1 [negative one] foot, San Francisco City Datum (99 foot elevation, Mission Bay Datum). Measures include:</p> <p>K.06a Set back from water's edge;</p> <p>K.06b Install seawalls, dikes, and/or berms during construction of infrastructure;</p> <p>K.06d Construct streets and sidewalks above existing grades by reducing the amount of excavation for utilities or basements;</p> <p>K.06e Use topsoil to raise the level of open spaces;</p>					
<p><b>L. CHINA BASIN CHANNEL VEGETATION AND WILDLIFE</b></p>					
<p><b>L.01 Salt Marsh Wetland Habitat Mitigation Plan</b></p> <p>Prepare and implement a salt marsh wetland habitat mitigation plan in accordance with the San Francisco District, U.S. Army Corps of Engineers Habitat Mitigation Planning Guidelines. Determine the details of the plan through the Section 404 permit process. Nothing in this mitigation measure is intended to constrain the flexibility needed to meet permitting agency requirements, or adjust to variability in field conditions, new information or technology, or other factors. Similarly, this condition is not intended to conflict with or constrain use of more natural alternative Channel edge treatments that are determined feasible and consistent with adopted Redevelopment Agency</p>	<p>Subject to regulatory approval, Owner</p>			<p>Prior to commencement of channel banks work involving wetlands</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p>standards and guidelines applicable to Mission Bay as contained in Design for Development documents.</p>					
<p><b>L.02 Wetland Habitat Avoidance</b>            Avoid salt marsh wetland habitat along the China Basin Channel shoreline during installation of suction inlets (and associated piping) used for fire-fighting water supply. Design the storm drain outfalls to minimize scouring and erosion of mudflats in coordination with relevant permitting agencies during the permitting process.</p>	<p>Subject to regulatory approval, Owner</p>			<p>Prior to commencement of channel banks work involving wetlands</p>	
<p><b>L.03 Construction During Pacific Herring Spawning Season</b>            Do not conduct any construction activities (including movement of heavy equipment or structures by barge or tugboat) with the potential to cause turbidity in Channel or Bay waters during the spawning season of Pacific herring (December 1-March 1).</p>	<p>Owner, other developers</p>			<p>Prior to commencement of relevant work</p>	
<p><b>L.04 Turbidity Prevention</b>            To prevent turbidity and sediment resuspension caused by tugboat activity in the Channel, require the construction contractor to use shallow-draft tugboats. Shallow-draft tugboats float higher in the water than deep-draft tugboats. Because they float higher, the tugboat propellers are not as deep under the water surface, and therefore are farther away from the bottom of the Channel. This arrangement has less potential to disturb bottom sediments because the local currents created by the propellers would not extend as deeply into the water column. Require the construction contractor to operate the tugboats at the minimum speed necessary to maintain maneuverability of the barges. Slower speeds would reduce the spin of tugboat propellers, thus minimizing turbidity and sediment resuspension.</p>	<p>Owner, other developers</p>			<p>Prior to water-side construction</p>	
<p><b>L.05 Construction in Channel</b>            Confine resuspended sediments from construction activities in the Channel or Bay waters to the work site using submarine silt curtains around pile-driving or outfall construction sites, or site fences properly anchored and trenched in place at the toe of slope below any grading or rubble-removing activities.</p>	<p>Owner</p>			<p>Prior to construction in or near the Bay or Channel</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p><b>L.06 Removal and Disposal Plan</b></p> <p>Prepare a written plan for removal and disposal, including a description of any methods incorporated to avoid or minimize potential surface water contamination, prior to removing existing support piles from China Basin Channel for the proposed Channel-edge treatments. Submit the plan to the San Francisco Bay Regional Water Quality Control Board for approval before implementation. Implement the plan during construction and have a qualified specialist monitor it to ensure adequate performance. Implement this plan during removal of pilings under the direction of a qualified specialist.</p>	<p>Subject to regulatory approval, Owner</p>		<p>Prior to support pile removal</p>	
<p><b>M. COMMUNITY SERVICES AND UTILITIES</b></p>				
<p><b>M.01 Transfer School Site</b></p> <p>Transfer the 2.2-acre school site to the San Francisco Unified School District in a developable condition prior to issuance of building permits for residential units that will make the total combined number of dwelling units in Mission Bay North and Mission Bay South equal to or greater than 3,200 dwelling units.</p>	<p>Owner, under the terms and conditions of South Infrastructure Plan and South OPA</p>		<p>As specified in measure</p>	
<p><b>M.03 Extend Auxiliary Water Supply System</b></p> <p>Extend the Auxiliary Water Supply System (High-Pressure System) through the interior of the Project Area. The routing, design and implementation of the AWSS extensions shall be determined by the Fire Department and the Department of Public Works.</p>	<p>Owner</p>		<p>Include in site permit plans</p>	
<p><b>M.05 Stormwater Runoff Control and Drainage</b></p> <p>Drain stormwater runoff (up to a 5-year event) from newly constructed buildings and permanently covered surfaces in the Bay Basin into the City's combined sewer systems until installation of a permanent sewer system.</p>	<p>Owner</p>		<p>Include in subdivision improvement plans</p>	
<p><b>M.06 Construct New Fire Station and Provide New Engine Company</b></p>			<p>Owner obligation to transfer site and make available</p>	

# MISSION BAY MITIGATION MEASURES

## MITIGATION MEASURES NOT APPLICABLE TO BLOCK 7E

<p>Construct or pay for the construction of a new fire station in the Mission Bay South Redevelopment Area to house equipment and personnel serving the Project Area south of China Basin Channel, either in a new building, or in the vacant Fire Station 30 after rehabilitation and expansion of the building. (See also Mitigation Measures D.2a and D.2b in Section VI.D, Mitigation Measures: Visual Quality and Urban Design) related to preservation of Fire Station 30.) The San Francisco Fire Department shall review each proposed development phase to determine when land for the new fire station shall be transferred and when planning and design for the fire station shall be initiated.</p>				<p>certain funds and City obligation to fund the balance and construct as provided in South Owner Participation Agreement and Infrastructure Plan</p>	
<p>Provide or pay for the provision of an engine company and associated Fire Department personnel and equipment, and a truck company and associated personnel and equipment, to serve the Project Area south of China Basin Channel. The San Francisco Fire Department shall review each proposed development phase to determine when the engine company and truck company and related personnel and equipment shall be provided.</p>	<p>City</p>			<p>In conjunction with construction of fire station</p>	

### Abbreviations:

- AGENCY: Successor Agency of the Redevelopment Agency of the City and County of San Francisco
- BAAQMD: Bay Area Air Quality Management District
- DBI: San Francisco Department of Building Inspection
- DPH: San Francisco Department of Public Health
- DPW: San Francisco Department of Public Works
- EIR: Environmental Impact Report
- ERO: Environmental Review Officer
- MTA/SSD: San Francisco Municipal Transportation Agency, Sustainable Streets Division (formerly Department of Parking and Traffic)
- Owner: FOCIL-MB, LLC
- OES: Office of Emergency Services
- PC: San Francisco Planning Commission
- RMP: Resource Management Plan
- RWQCB: San Francisco Bay Area Regional Water Quality Control Board
- SFPUC: San Francisco Public Utilities Commission
- S.A.: Agency: City and County of San Francisco as Successor to Redevelopment Agency
- SWPPP: Stormwater Pollution Prevention Plan
- TMA: Transportation Management Association

**EXHIBIT C**

NOTICE OF TERMINATION AND RELEASE OF MEMORANDUM OF OPTION

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Successor Agency to the Redevelopment Agency  
of the City and County of San Francisco  
One South Van Ness, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attention: Real Estate & Dev. Services

No fee for recording pursuant to  
Government Code Section 27383

APN: Block 8711, Lot 32 (portion)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NOTICE OF TERMINATION AND RELEASE OF MEMORANDUM OF OPTION**  
(Block 7E)

This Notice of Termination and Release of Memorandum of Option (this "Release") by the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, which succeeded to the rights and obligations of the former Redevelopment Agency of the City and County of San Francisco ("Redevelopment Agency") pursuant to AB x1 26, the Redevelopment Dissolution Act ("Successor Agency") and FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL") is dated for reference purposes as of June 4, 2013 and shall be effective upon its recordation in the Official Records of the County of San Francisco and is entered into with reference to the following facts:

On June 22, 2007 FOCIL and the former Redevelopment Agency entered into that certain Memorandum of Option ("Option") which was recorded in the Official Records of San Francisco County ("Official Records") on July 5, 2007 as Document No. 2007- I41350-00) in connection with that certain real property located in the Mission Bay South area, San Francisco (the "Property"), as more particularly described in the attached Exhibit A in accordance with the Mission Bay South Owner Participation Agreement dated November 16, 1988, as amended (the "South OPA") pursuant to which the Successor Agency could exercise the Option and acquire the Property for purposes of developing on the Property affordable housing units in accordance with the South OPA.

The Successor Agency and FOCIL have agreed to amend the South OPA in accordance with the Fourth Amendment to the Mission Bay Owner Participation Agreement ("Fourth Amendment") in order to change the designation of the Property from an Approved Site for the development of Affordable Housing Units as that term is defined in the Mission Bay South Housing Program and so designated in the South OPA to allow for the development on the Property the Family House Project, as defined in the Fourth Amendment.

As a result of the removal of BLOCK 7E from the list of Approved Housing Sites, the Block 7E Option terminates and the Successor Agency and FOCIL now wish to record a notice of termination and release of the Block 7E Option.

NOW, THEREFORE, it is hereby declared and understood as follows:

1. The Memorandum of Option is hereby terminated, and the Property is hereby released from the encumbrance of the Option.
2. This Release may be signed in multiple counterparts, which, when signed by all parties, shall constitute a binding agreement.

**[The remainder of this page has been intentionally left blank]**

IN WITNESS WHEREOF, Successor Agency and FOCIL have executed this Release as of the day first above written.

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

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN  
FRANCISCO, a public body organized and  
existing under the laws of the State of  
California

By: \_\_\_\_\_  
Heidi J. Gewertz  
Deputy City Attorney

By: \_\_\_\_\_  
Tiffany Bohee  
Executive Director

FOCIL-MB, LLC, a Delaware limited  
liability company

By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURES MUST BE NOTARIZED**

## EXHIBIT A

### LEGAL DESCRIPTION

Being a portion of Assessor's Block 8711 Lot 32 as said lot is shown on that certain map entitled "Final Map Tract No. 3936 - for Residential and Commercial Condominium Purposes, Mission Bay (2-7 and 13)" recorded on February 22, 2006 in Book BB of Maps at Pages 54 through 58 in the Office of the Recorder of the City and County of San Francisco, State of California and being more particularly described in Parcel B (APN 227 - Portion of Former APN 32) in Exhibit B of that certain Certificate of Compliance recorded September 27, 2012, as Instrument No. 2012-J513011-00, Reel K741, Image 497, in the Office of said Recorder, as follows:

COMMENCING at the northwesterly corner of Assessor's Block 8711 Lot 31 as shown on said Final Map; thence, North  $86^{\circ}49'04''$  East, 294.00 feet along the northerly lines of said Lot 31 and Lot 32 to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North  $86^{\circ}49'04''$  East, 110.75 feet along said northerly line of said Lot 32 to the westerly line of Parcel 1 as conveyed to the City and County of San Francisco by the Grant Deed recorded on December 16, 2010 in Reel K291 Image 409 in the Office of said Recorder; thence, South  $03^{\circ}10'56''$  East, 275.03 feet along said westerly line to the southerly line of said Lot 32; thence, South  $86^{\circ}49'04''$  West, 110.75 feet along said southerly line to a line parallel with and distant easterly 294.00 feet, measured at right angles, from the westerly line of said Lot 31; thence, North  $03^{\circ}10'56''$  West, 275.03 feet along said parallel line to the POINT OF BEGINNING.

APN: 8711-032 (Portion Only)

**Oversight Board of the City and County of San Francisco**

**RESOLUTION NO. 6-2013**

**Adopted June 10, 2013**

RESOLUTION ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY AUTHORIZING A FOURTH AMENDMENT TO THE MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT WITH FOCIL-MB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ALLOW FAMILY HOUSE, INC., A NONPROFIT PUBLIC BENEFIT CORPORATION TO DEVELOP A 96,000 SQUARE FOOT FACILITY ON BLOCK 7E THAT WOULD INCLUDE APPROXIMATELY 80 EXTENDED STAY ROOMS AND ASSOCIATED COMMON AREAS AND PROGRAM SPACE TO SUPPORT FAMILIES OF PATIENTS PRIMARILY RECEIVING TREATMENT AT THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO MISSION BAY MEDICAL CENTER; MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA.

WHEREAS, The Commission of the former Redevelopment Agency of the City and County of San Francisco ("Redevelopment Commission") and the San Francisco Planning Commission, together acting as co-lead agencies for conducting environmental review for the Redevelopment Plans for the Mission Bay North Redevelopment Project area and the Mission Bay South Redevelopment Project Area (the "Plans"), the Mission Bay North Owner Participation Agreement ("North OPA") and the Mission Bay South Owner Participation Agreement ("South OPA"), and other permits, approvals and related and collateral action (the "Mission Bay Project"), prepared and certified a Final Subsequent Environmental Impact Report and have subsequently issued addenda thereto as described below (collectively referred to as the FSEIR"); and,

WHEREAS, On September 17, 1998, the Redevelopment Commission adopted Resolution No. 182-98 which certified the Final Subsequent Environmental Impact Report ("FSEIR") as a program EIR for Mission Bay North and South pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines Sections 15168 (Program EIR) and 15180 (Redevelopment Plan EIR). On the same date, the Redevelopment Commission also adopted Resolution No. 183-98, which adopted environmental findings (including without limitation a statement of overriding considerations and mitigation monitoring and reporting program) ("CEQA Findings"), in connection with the approval of the Mission Bay Project. The San Francisco Planning Commission ("Planning Commission") certified the FSEIR by Resolution No. 14696 on the same date. On October 19, 1998, the Board of Supervisors adopted Motion No. 98-132 affirming certification of the FSEIR by the Planning Commission and the Redevelopment Agency, and Resolution No. 854-98 adopting environmental findings (including without limitation a statement of overriding considerations and a mitigation monitoring and reporting program for the Mission Bay Project; and,

WHEREAS, On September 17, 1998, the Redevelopment Commission adopted Resolution No. 193-98, authorizing execution of a South OPA and related documents between Catellus Development Corporation, a Delaware corporation ("Catellus"), and the Redevelopment Agency. On November 2, 1998, the San Francisco Board of Supervisors ("Board of Supervisors"), by Ordinance No. 335-98, adopted the Plan. The Plan and its implementing documents, as defined in the Plan, constitute the "Plan Documents"; and,

WHEREAS, Subsequent to certification of the FSEIR, the Planning Department and the Redevelopment Agency issued several addenda to the FSEIR. The addenda do not identify any substantial new information or new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FSEIR. The first addendum, dated March 21, 2000, analyzed temporary parking lots to serve the AT&T Ballpark. The second addendum, dated June 20, 2001, analyzed revisions to 7th Street bike lanes and relocation of a storm drain outfall provided for in the Mission Bay South Infrastructure Plan, a component of the South OPA. The third addendum, dated February 10, 2004, analyzed revisions to the Mission Bay South Design for Development (“Design for Development”) with respect to the maximum allowable number of towers, tower separation and required step-backs. The fourth addendum, dated March 9, 2004, analyzed the Design for Development with respect to the permitted maximum number of parking spaces for bio-technical and similar research facilities and the Mission Bay North OPA with respect to changes to reflect a reduction in permitted commercial development and associated parking. The fifth addendum, dated October 4, 2005, analyzed the UCSF proposal to establish a Phase I 400-bed hospital in the Mission Bay South Redevelopment Project Area (“Mission Bay South”) on Blocks 36-39 and X-3. The sixth addendum, dated September 10, 2008, addressed revisions of the UCSF Medical Center at Mission Bay. The seventh addendum, dated January 7, 2010, addressed the construction of a Public Safety Building on Block 8 in Mission Bay South. The eighth addendum, dated May 15, 2013, addressed the third South OPA amendment on Block 1 to allow residential uses in addition to a hotel; and,

WHEREAS, The South OPA has been amended twice by the former Redevelopment Commission, the first time on February 17, 2004 (Resolution No. 23-2004) and the second time on November 1, 2005 (Resolution No. 177-2005). A third amendment to the South OPA for Block 1 was conditionally authorized by the Commission on May 21, 2013 (Resolution No. 16-2013); and,

WHEREAS, Catellus, the original master developer of the Mission Bay North and South Redevelopment Project Areas, has sold most of its remaining undeveloped land in Mission Bay to FOCIL-MB, LLC, (“FOCIL-MB”), a subsidiary of Farallon Capital Management, LLC, a large investment management firm. The sale encompassed approximately 71 acres of land in Mission Bay, and the remaining undeveloped residential parcels in Mission Bay South. FOCIL-MB assumed all of Catellus’ obligations under the North OPA and South OPA, as well as all responsibilities under the related public improvement agreements and land transfer agreements with the City and County of San Francisco (“City”). FOCIL-MB is bound by all terms of the OPAs and related agreements, including the requirements of the affordable housing program, equal opportunity program, and design review process; and,

WHEREAS, Under California Assembly Bill No. 1X26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) (“AB 26”) and the California Supreme Court’s decision in California Redevelopment Association v. Matosantos, No. 5194861, all redevelopment agencies in the State of California (the “State”), including the Redevelopment Agency, were dissolved by operation of law as of February 1, 2012, and their non-affordable housing assets and obligations were transferred to certain designated successor agencies; and,

WHEREAS, Under the provisions of AB 26, the City was designated as the successor agency to the Redevelopment Agency (“Successor Agency”) to receive the assets of the Redevelopment Agency; and,

- WHEREAS, In June of 2012, the California legislature adopted Assembly Bill 1484 (“AB 1484”) amending certain provisions of AB 26, and the Governor of the State signed the bill and it became effective on June 27, 2012. Among other things, AB 1484 provided that a successor agency is a separate public entity from the public agency that provides for its governance; and,
- WHEREAS, Subsequent to the adoption of AB 1484, on October 2, 2012 the Board of Supervisors of the City, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12 (the “Implementing Ordinance”), which Implementing Ordinance was signed by the Mayor on October 4, 2012, and which, among other matters: (a) acknowledged and confirmed that, as of the effective date of AB 1484, the Successor Agency, commonly known as the Office of Community Investment and Infrastructure (“OCII”), is a separate legal entity from the City, and (b) established the Successor Agency Commission (“Commission”) and delegated to it the authority to (i) act in place of the Redevelopment Commission to, among other matters, implement, modify, enforce and complete the Redevelopment Agency’s enforceable obligations, (ii) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, consistent with applicable enforceable obligations, and (iii) take any action that the Redevelopment Dissolution Law (AB 26 and AB 1484, as amended in the future) requires or authorizes on behalf of the Successor Agency and any other action that the Successor Agency Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations; and,
- WHEREAS, The Board of Supervisors’ delegation to the Commission, commonly known as the Commission on Community Investment and Infrastructure, includes the authority to grant approvals under specified land use controls for the Mission Bay Project consistent with the approved Plan and enforceable obligations, including amending an existing obligation as allowed by the Redevelopment Dissolution Law; and,
- WHEREAS, Redevelopment Dissolution Law places the performance of certain duties by successor agencies under the supervision of newly established oversight boards. The oversight boards oversee the fiscal management of future successor agency activities regarding the enforceable obligations. In performing their functions, the oversight boards owe fiduciary responsibilities to the holders of enforceable obligations and the taxing entities entitled to the distribution of property tax revenues under the Redevelopment Dissolution Law. Redevelopment Dissolution Law requires that each action of an oversight board be by resolution, subject to review by the California Department of Finance; and,
- WHEREAS, The Mayor (with confirmation by the Board of Supervisors), the Bay Area Rapid Transit District, the Chancellor of the California Community College, and the San Francisco School District have appointed members to this Oversight Board; and,
- WHEREAS, The Successor Agency has prepared a proposed fourth amendment to the South OPA (“Fourth Amendment”) for the Mission Bay South Redevelopment Project Area to allow Family House, Inc., a nonprofit public benefit corporation to develop an institutional facility on Block 7E to support families of patients primarily receiving treatment at University of California, San Francisco (“UCSF”) Mission Bay Medical Center; and,

WHEREAS, The proposed Fourth Amendment would provide for development on Block 7E of a 96,000 square foot facility that would include approximately 80 extended stay rooms and associated common areas and program space to support families of patients primarily receiving treatment at UCSF Mission Bay Medical Center ("Family House Project"). For the purposes of the Fourth Amendment, the Family House Project is considered equivalent to a housing project requiring the payment of an affordable housing fee in the amount of \$2,500,000 ("Block 7E Affordable Housing Fee"). This amount is comparable to a fee that the developer of a 47 unit housing project would pay under the City's Inclusionary Affordable Housing Ordinance, Planning Code § 415.5. The Block 7E Affordable Housing Fee will be used to support development of other affordable housing units in Mission Bay South; and,

WHEREAS, The Family House Project would be allowed on the site as a secondary use (institutional, small social service/philanthropic facility) under the South Plan, which requires a finding by the Executive Director of the Successor Agency prior to development that the 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 Executive Director will make the required findings following the approval of the Fourth Amendment; and,

WHEREAS, By allowing for the Family House Project on Block 7E it will: (1) result in the development of a site that no longer has a viable development program as a result of UCSF terminating its DDA for Block 7E; (2) retain and promote UCSF's activities within Mission Bay; (3) strengthen the economic base of the South Plan Area and the community by adding to the diversity of uses; and (4) contribute substantial funds to production of affordable housing in Mission Bay South, thereby reducing the need for the use of tax increment for the completion of existing obligations; and,

WHEREAS, On June 4, 2013, the Commission conditionally approved the Fourth Amendment related to the Mission Bay Project (the "Implementing Action"); and,

WHEREAS, Since the certification of the FSEIR, adoption of the CEQA Findings, and approval of the Mission Bay Project, the Successor Agency prepared an Addendum #9 to the FSEIR, dated May 30, 2013 ("Addendum #9") that analyzes the Fourth Amendment; and,

WHEREAS, The Successor Agency prepared Addendum #9 in compliance with CEQA and the State CEQA Guidelines and it reflects the independent judgment and analysis of the Successor Agency. Addendum #9 concludes that the Mission Bay Project, as modified by the Fourth Amendment is within the scope of the Mission Bay Project analyzed in the FSEIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FSEIR for the reasons stated in the Addendum #9; and,

WHEREAS, The Successor Agency staff, in making the necessary findings for the Implementing Action contemplated by this Resolution, considered and reviewed the FSEIR, and has made documents related to the Implementing Action, the FSEIR files, including Addendum #9, available for review by the Oversight Board and the public, and these files are part of the record before the Oversight Board; and,

WHEREAS, Copies of the FSEIR, including Addendum #9 and supporting documentation are on file with the Oversight Board Secretary and are incorporated in this Resolution by this reference; and,

WHEREAS, The Implementing Action is an undertaking pursuant to and in furtherance of the Mission Bay Project in conformance with CEQA Guidelines Section 15180; and,

WHEREAS, The FSEIR and CEQA Findings adopted by the Agency Commission by Resolution No. 183-98 dated September 17, 1998, reflected the independent judgment and analysis of the Agency Commission, were and remain adequate, accurate and objective and were prepared and adopted following the procedures required by CEQA, and the findings in such resolution are incorporated herein by reference as applicable to the Implementing Action; and,

WHEREAS, OCII staff has reviewed the Fourth Amendment, conditionally approved by the Commission on June 4, 2013 and finds it acceptable and recommends approval thereof; and,

WHEREAS, A copy of the Fourth Amendment is on file with the Secretary of the Oversight Board and fully incorporated herein; and,

WHEREAS, This Oversight Board now desires to approve the Fourth Amendment as contemplated by the Successor Agency Resolution, attached hereto as Exhibit A; now, therefore, be it,

RESOLVED, That this Oversight Board has considered the FSEIR, the CEQA Findings that were previously adopted by the Redevelopment Commission, including the statement of overriding considerations and mitigation monitoring and reporting program, and the Addendum #9, and the Oversight Board adopts the CEQA Findings and Addendum #9 as its own; and, be it further

RESOLVED, That this Oversight Board finds and determines that the Implementing Action is within the scope of the Mission Bay Project analyzed in the FSEIR and requires no further environmental review beyond the FSEIR pursuant to the State CEQA Guidelines Section 15180, 15162 and 15163 for the following reasons:

- (1) implementation of the Fourth Amendment does not require major revisions to the FSEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts; and,
- (2) no substantial changes have occurred with respect to the circumstances under which the project analyzed in the FSEIR will be undertaken that would require major revisions to the FSEIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FSEIR; and,
- (3) no new information of substantial importance to the project analyzed in the FSEIR has become available, which would indicate that (i) the Fourth Amendment will have significant effects not discussed in the FSEIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the FSEIR, will substantially reduce one or more significant effects on the

environment that would change the conclusions set forth in the FSEIR; and,  
be it further

RESOLVED, That this Oversight Board approves the Fourth Amendment, substantially in the form on file with the Secretary of this Oversight Board, subject to approval of this action by the California Department of Finance.

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of June 10, 2013.

*Natasha Jones*

Oversight Board Secretary

**EXHIBIT A**

**Successor Agency Resolution No. 28-2013**

Commission on Community Investment and Infrastructure

RESOLUTION NO. 28-2013

Adopted June 4, 2013

RESOLUTION ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY AUTHORIZING A FOURTH AMENDMENT TO THE MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT WITH FOCIL-MB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ALLOW FAMILY HOUSE, INC., A NONPROFIT PUBLIC BENEFIT CORPORATION TO DEVELOP A 96,000 SQUARE FOOT FACILITY ON BLOCK 7E THAT WOULD INCLUDE APPROXIMATELY 80 EXTENDED STAY ROOMS AND ASSOCIATED COMMON AREAS AND PROGRAM SPACE TO SUPPORT FAMILIES OF PATIENTS PRIMARILY RECEIVING TREATMENT AT UCSF MISSION BAY MEDICAL CENTER; MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA

WHEREAS, The Commission of the former Redevelopment Agency of the City and County of San Francisco ("Redevelopment Commission") and the San Francisco Planning Commission, together acting as co-lead agencies for conducting environmental review for the Redevelopment Plans for the Mission Bay North Redevelopment Project area and the Mission Bay South Redevelopment Project Area (the "Plans"), the Mission Bay North Owner Participation Agreement ("North OPA") and the Mission Bay South Owner Participation Agreement ("South OPA"), and other permits, approvals and related and collateral action (the "Mission Bay Project"), prepared and certified a Final Subsequent Environmental Impact Report and have subsequently issued addenda thereto as described below (collectively referred to as the FSEIR"); and,

WHEREAS, On September 17, 1998, the Redevelopment Commission adopted Resolution No. 182-98 which certified the Final Subsequent Environmental Impact Report ("FSEIR") as a program EIR for Mission Bay North and South pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines Sections 15168 (Program EIR) and 15180 (Redevelopment Plan EIR). On the same date, the Redevelopment Commission also adopted Resolution No. 183-98, which adopted environmental findings (including without limitation a statement of overriding considerations and mitigation monitoring and reporting program) ("CEQA Findings"), in connection with the approval of the Mission Bay Project. The San Francisco Planning Commission ("Planning Commission") certified the FSEIR by Resolution No. 14696 on the same date. On October 19, 1998, the Board of Supervisors adopted Motion No. 98-132 affirming certification of the FSEIR by the Planning Commission and the Redevelopment Agency, and Resolution No. 854-98 adopting environmental findings (including without limitation a statement of overriding considerations and a mitigation monitoring and reporting program for the Mission Bay Project; and,

WHEREAS, On September 17, 1998, the Redevelopment Commission adopted Resolution No. 193-98, authorizing execution of an South OPA and related documents between Catellus Development Corporation, a Delaware corporation ("Catellus"), and the Redevelopment Agency. On November 2, 1998, the San Francisco Board of Supervisors ("Board of Supervisors"), by Ordinance No. 335-98, adopted the

WHEREAS, The Family House Project would be allowed on the site as a secondary use (institutional, small social service/philanthropic facility) under the South Plan, which requires a finding by the Executive Director prior to development that the 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 Executive Director will make the required findings following the approval of the Fourth Amendment; and,

WHEREAS, By allowing for the Family House Project on Block 7E it will: (1) result in the development of a site that no longer has a viable development program as a result of UCSF terminating its DDA for Block 7E; (2) retain and promote UCSF's activities within Mission Bay; (3) strengthen the economic base of the South Plan Area and the community by adding to the diversity of uses; and (4) contribute substantial funds to production of affordable housing in Mission Bay South, thereby reducing the need for the use of tax increment for the completion of existing obligations; and,

WHEREAS, Since the certification of the FSEIR, adoption of the CEQA Findings, and approval of the Mission Bay Project, the Successor Agency prepared an Addendum #9 to the FSEIR, dated May 30, 2013 ("Addendum #9") that analyzes the Fourth Amendment; and,

WHEREAS, The Successor Agency prepared Addendum #9 in compliance with CEQA and the State CEQA Guidelines and it reflects the independent judgment and analysis of the Successor Agency. Addendum #9 concludes that the Mission Bay Project, as modified by the Fourth Amendment is within the scope of the Mission Bay Project analyzed in the FSEIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FSEIR for the reasons stated in the Addendum #9; and,

WHEREAS, The Successor Agency staff, in making the necessary findings for the Implementing Action contemplated by this Resolution, considered and reviewed the FSEIR, and has made documents related to the Implementing Action, the FSEIR files, including Addendum #9, available for review by the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, Copies of the FSEIR, including Addendum #9 and supporting documentation are on file with the Successor Agency Secretary and are incorporated in this Resolution by this reference; and,

WHEREAS, The Implementing Action is an undertaking pursuant to and in furtherance of the Mission Bay Project in conformance with CEQA Guidelines Section 15180; and,

WHEREAS, The FSEIR and CEQA Findings adopted by the Agency Commission by Resolution No. 183-98 dated September 17, 1998, reflected the independent judgment and analysis of the Agency Commission, were and remain adequate, accurate and objective and were prepared and adopted following the procedures required by CEQA, and the findings in such resolution are incorporated herein by reference as applicable to the Implementing Action; and,

WHEREAS, OCII staff has reviewed the Fourth Amendment, and finds it acceptable and recommends approval thereof; now, therefore, be it

RESOLVED, The Commission has considered the FSEIR, the CEQA Findings that were previously adopted by the Redevelopment Commission, including the statement of overriding considerations and mitigation monitoring and reporting program, and the Addendum #9, and the Commission adopts the CEQA Findings and Addendum #9 as its own; and, be it further

RESOLVED, The Commission finds and determines that the Implementing Action is within the scope of the Mission Bay Project analyzed in the FSEIR and requires no further environmental review beyond the FSEIR pursuant to the State CEQA Guidelines Section 15180, 15162 and 15163 for the following reasons:

- (1) implementation of the Fourth Amendment does not require major revisions to the FSEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts; and,
- (2) no substantial changes have occurred with respect to the circumstances under which the project analyzed in the FSEIR will be undertaken that would require major revisions to the FSEIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FSEIR; and,
- (3) no new information of substantial importance to the project analyzed in the FSEIR has become available, which would indicate that (i) the Fourth Amendment will have significant effects not discussed in the FSEIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the FSEIR, will substantially reduce one or more significant effects on the environment that would change the conclusions set forth in the FSEIR; and, be it further

RESOLVED, That the Commission amends the Fourth Amendment to require that any authorization of a use other than the Family House Project shall require Commission approval; and be it further

RESOLVED, That the Commission approves the Fourth Amendment, as amended, and substantially in the form lodged with the City Attorney, acting as counsel to OCII, subject to the following condition:

1. The Fourth Amendment to the Mission Bay South Owner Participation Agreement is conditioned on the final approval by the Oversight Board and California Department of Finance.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of June 4, 2013.

*Natasha Jones*

Commission Secretary