

**THIS PRINT COVERS CALENDAR ITEM NO.: 11**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Streets

**BRIEF DESCRIPTION:**

Consenting to the proposed Development Agreement between the City and County of San Francisco (City) and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (Developer), for a 30-acre master-planned, multi-phased, mixed-use community development located at 3251 20th Avenue surrounding the Stonestown Galleria shopping mall, as it relates to matters under the jurisdiction of the San Francisco Municipal Transportation Agency (SFMTA) including but not limited to: the Transportation Sustainability Fee; components of the Infrastructure Plan; the Transportation Exhibit including a transportation demand management plan and agreements related to the publicly accessible private streets, transit access, and operator restrooms, and transportation-related mitigation and improvement measures from the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR); and authorizing the Director of Transportation to execute the SFMTA Consent to the Development Agreement; and adopting findings under CEQA.

**SUMMARY:**

- Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (Developer) proposes to redevelop the approximately 27 acres of surface parking and three acres of existing access streets surrounding the existing 11-acre Stonestown Galleria shopping mall into a master-planned, multi-phased, mixed-use community (the Project or Stonestown Development Project).
- The Project would include approximately 3,850,000 gross square feet (GSF) of new building area allocated among the following uses: up to approximately 3,491 residential dwelling units, up to 4,861 parking spaces, 1,277 bicycle parking spaces, approximately 160,000 GSF of retail and community amenity space, up to 96,000 GSF of office, and up to 63,000 GSF of institutional use, including on-site childcare facilities. The project would also include approximately six acres of new public accessible open space.
- The Project would be subject to the Transportation Sustainability Fee that would be paid as each building is developed over the course of the agreement and estimated to total approximately \$50 million.
- The Development Agreement requires the Developer to provide new transportation infrastructure, including improved biking, walking and transit connectivity within the development and connecting to surrounding neighborhoods.
- The SFMTA Board of Directors would consent to components of the Development Agreement, which include, but are not limited to the Transportation Sustainability Fee;

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components of the Infrastructure Plan; the Transportation Exhibit including a transportation demand management plan and agreements related to the publicly accessible private streets, transit access, and operator restrooms, and transportation-related CEQA mitigation measures from the EIR, including the Mitigation, Monitoring, and Reporting Plan (MMRP), and transportation-related improvement measures.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Stonestown Development Agreement -Transportation Exhibit (Exhibit S)
3. Stonestown Development Agreement:  
<https://sfgov.legistar.com/LegislationDetail.aspx?ID=6648134&GUID=CFF3F51C-8B40-411C-87AB-DC560E3C7128>
4. Stonestown Development Project Final Environmental Impact Report (EIR):  
<https://sfplanning.org/environmental-review-documents>
5. Stonestown Development Project CEQA Findings, including MMRP: [https://citypln-m-extnl.sfgov.org/Commissions/CPC/5\\_2\\_2024/Commission%20Packet/2021-012028DVA.pdf](https://citypln-m-extnl.sfgov.org/Commissions/CPC/5_2_2024/Commission%20Packet/2021-012028DVA.pdf)
6. Stonestown Infrastructure Plan: [https://citypln-m-extnl.sfgov.org/Commissions/CPC/5\\_2\\_2024/Commission%20Packet/2021-012028DVA.pdf](https://citypln-m-extnl.sfgov.org/Commissions/CPC/5_2_2024/Commission%20Packet/2021-012028DVA.pdf)

**APPROVALS:**

**DATE**

DIRECTOR



May 15, 2024

SECRETARY



May 15, 2024

**ASSIGNED SFMTAB CALENDAR DATE:** May 21, 2024

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## **PURPOSE**

Consenting to the proposed Development Agreement between the City and Developer, for a 30-acre master-planned, multi-phased, mixed-use community development located at 3251 20th Avenue surrounding the Stonestown Galleria shopping mall, as it relates to matters under the jurisdiction of the San Francisco Municipal Transportation Agency (SFMTA) including but not limited to: the Transportation Sustainability Fee; components of the Infrastructure Plan; the Transportation Exhibit including a transportation demand management plan and agreements related to the publicly accessible private streets, transit access, and operator restrooms, and transportation-related mitigation and improvement measures from EIR under CEQA); and authorizing the Director of Transportation to execute the SFMTA Consent to the Development Agreement; and adopting findings under CEQA.

## **GOAL**

The proposed Development Agreement is consistent with the goals of the SFMTA Strategic Plan:

Goal 4: Make streets safer for everyone.

Goal 5: Deliver reliable and equitable transportation services.

Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking and bicycling.

The proposed Development Agreement is consistent with the goals of the SFMTA's Transit-Frist Policy:

2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
8. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.

## **DESCRIPTION**

San Francisco's Office of Economic and Work Force Development (OEWD) in coordination with multiple city departments, including the SFMTA, has negotiated a Development Agreement with Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a

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Delaware limited partnership (Developer) with an initial term of 25 years for the development of the 30-acre site, comprised 27 acres of surface parking lots, and three acres of existing privately-owned mall access streets, surrounding the 11-acre shopping mall (Stonestown Galleria), into a master-planned, multi-phased, mixed-use community.

The existing surface parking lots would be transformed into a predominantly residential neighborhood with up to 3,491 housing units and additional uses including parks and plazas, retail, community amenity space, office, and structured parking while retaining the majority of the existing Stonestown Galleria. The Development Agreement also proposes to make improvements to the street network, circulation, and utilities.

### **Background**

Development agreements are enforceable contracts negotiated between project proponents and public agencies, approved by the legislative body, that govern the land uses and conditions for development of a particular project. California Government Code section 65864 et seq. (the Development Agreement Statute) and San Francisco Administrative Code Chapter 56 authorize the City to enter into a development agreement regarding the development of real property. Development agreements are meant to afford project proponents greater assurance that once approved, their projects can be built in accordance with existing rules and regulations and conditions of the development agreement, and generally in return provide public entities enhanced community and other benefits. Once approved by the legislative body and signed by the parties, the agreement vests a set of approvals for a negotiated term of years that binds future actions of the public agency. Like other binding contracts, a final development agreement may only be modified consistent with its terms or through a negotiated amendment that is subject to the required approval process. Over the last 15 years, San Francisco has approved various development agreements, most for large, multi-phase projects and most of which have gone before the SFMTA Board of Directors for its consent to various transportation-related aspects of the project under SFMTA jurisdiction.

### *Existing Land Use*

The Stonestown Development Project site is bounded by San Francisco State University (SFSU) Campus to the south; Lowell High School, SFSU housing, and Buckingham Way (West) to the west; Stonestown Family YMCA, commercial uses, and Eucalyptus Drive to the north; and 19th Avenue to the east. Currently, the project site is within C-2 (Community Business), RH-1(D) (Residential-House, One Family-Detached), and RM-1 (Residential-Mixed, Low Density) Use Districts and located in 40-X and 65-D Height and Bulk Districts.

### *Existing Street Network*

The project site includes a network of streets that traverse around the existing mall. The primary entrance to the project site is at the Winston Drive and 19th Avenue intersection. Secondary entrances to the site are located at 20th Avenue and Eucalyptus Drive and the Winston Drive and Buckingham Way (W) intersections. 20th Avenue provides access to the underground mall parking lot and other surface parking lots on the east side of the mall. There is an existing exit only drive aisle from the 20th Avenue and Buckingham Way (N) intersection to enter 19th

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Avenue heading southbound only. In addition to these streets, there is a network of parking lot drive aisles within each of the surface parking lot areas. Winston Drive, 19th Avenue and Buckingham Way (S) are public streets. The other streets and sidewalks are private infrastructure under the Developer's ownership.

### *Existing Bicycle Facilities*

There are limited bicycle facilities within the project site. There are Class III bike lanes (bike routes) on Winston Drive, 20<sup>th</sup> Avenue and a small section of Buckingham Way (S) to connect to SFSU.

### *Existing Pedestrian Facilities*

There are narrow sidewalks along Buckingham Way (W), Buckingham Way (N), Buckingham Way (S) and 19<sup>th</sup> Avenue. An elevated sidewalk exists along the south side of Winston Drive through the Winston Tunnel. There is no sidewalk along the north side of Winston Drive from 20<sup>th</sup> Avenue through the Winston Tunnel to Buckingham Way (W). Pedestrian access adjacent to the mall is enhanced on the eastern side of the site.

### *Existing Transit System*

There are multiple existing transit routes surrounding and accessing the project site. The Muni M-Line is located along the center median of 19th Avenue adjacent to the site, with a stop at 19th Avenue and Winston Drive. The southern and eastern portions of the site are served by several SFMTA bus lines including routes 18-46<sup>th</sup> Avenue, 29-Sunset, 28/28R-19<sup>th</sup> Avenue, 57-Parkmerced and 58-Lake Merced that serve the site and greater neighborhood. SamTrans line 122 and the SFSU shuttle also run on the project site. Muni and SamTrans routes terminate on 19<sup>th</sup> Avenue between Winston Drive and Buckingham Way (S) that serves as a layover for the respective transit agencies.

## **Land Use Proposal**

The proposed Project would require amendments to the San Francisco General Plan, San Francisco Planning Code and Zoning Map. The proposed Planning Code amendments establish the Stonestown Mixed-Use District (SMU), Stonestown Special Use District (SUD), Stonestown Mixed-Use Height and Bulk District (HBD), and Stonestown Special Sign District (SSD). Generally, the SUD is needed to create a more detailed set of controls specific to the Project. The Stonestown Special Use District also incorporates Design Standards and Guidelines document which outlines the future build out of the site including controls for buildings, rights of ways, open space, lighting and signage. A new SSD would encompass the entire project site, including the existing mall and would regulate the type and placement of signs. The SUD provides general regulatory requirements otherwise found in the Planning Code, including specific land use and development controls, and sets forth the zoning requirements for the site, including:

- Land uses, including the types of uses allowed per parcel.
- Building Standards, including Height and Bulk, Off- Street Parking, Dwelling Unit Mix and Exposure, Open Space for Dwelling Units, ground floor controls.
- Incorporation by reference of the DSG document, which contains standards and guidelines to guide the future development of the site.

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- The design review process for the Development Phases, Vertical Improvements and Modifications to Building Standards.

The proposed rezoning would modify the existing applicable height limits of 40 and 65 feet to heights between 90 and 190 feet but would retain the existing height limits on the Stonestown Galleria parcels.

The following development is proposed for the site:

- Up to 3,491 residential units
- Approximately 160,000 square feet of new retail sales and service use
- Approximately 96,000 square feet of non-retail sales and service use
- Approximately 63,000 square feet of institutional uses, which would include an approximately 7,500-square-foot childcare facility and 7,000 square foot senior center
- Up 4,861 parking spaces and approximately 1,277 bicycle parking spaces
- Approximately six acres of open space
- Streetscape and infrastructure modifications

Parking: the Project is subject to aggregate site-wide off-street parking limits of:

- Not to exceed 1 parking spaces per residential unit
- All non-residential uses and replacement parking for Stonestown Galleria Mall: 3,400 spaces
- Not to exceed a total of 4,861 spaces within the Special Use District

In accordance with best practices, the Project would unbundle parking for residential use.

The existing site contains approximately 3,400 parking spaces between the surface parking lots parking structures, and the underground parking lot. The Project allows for up to 4,861 parking spaces at full build out or a net increase of 1,461 parking spaces.

### **Public Benefits**

The Office of Economic and Workforce Development and other City agencies, including the SFMTA, and the Developer have negotiated a public benefit package as part of the Development Agreement, including:

- **Affordable Housing:** At full build-out, the project will produce affordable housing units in an amount equal to at least 20% of the number of all housing units built as part of the project. The Developer shall satisfy this requirement in any combination of the following options: (i) by conveying up to three Development Parcels, at no cost, to the Mayor's Office of Housing and Community Development (MOHCD) or an Affordable Housing Developer for the construction of 100% Affordable Units; (ii) by constructing on-site Inclusionary Units within Market-Rate Projects; or (iii) by paying the Stonestown Affordable Housing In-Lieu Fee.
- **Open Space:** The project will provide approximately six acres of publicly accessible

private open space, including six primary parks and several secondary open spaces and mid-block passages. The open space will be constructed, operated, and maintained by the Developer at no cost to the City.

- **Streetscape Improvements:** The project will strengthen multimodal connectivity and pedestrian safety through new streetscape improvements including protected bicycle lanes, enhanced wayfinding, replacement SFMTA and SamTrans restrooms, and new intersection features. Publicly accessible private streets will be maintained by the Developer at no cost to the City.
- **Child Care:** The project will provide a new on-site child care facility (or facilities) with capacity for 100 children. The facility will be rented to a nonprofit provider with partially subsidized rent.
- **Senior Center:** The project will provide a new 7,000 sf on-site senior center to replace the existing on-site YMCA senior center annex.
- **Rolph Nicol Jr. Playground:** Improvements will be made to Rolph Nicol Jr. Playground as part of the first phase of the Project. These improvements include two new accessible paths connecting the Rolph Nicol Jr. Playground main entrance to project open space, grading and drainage, and new landscaping. The Developer will also make a \$1,000,000 cash contribution to the Recreation and Park Department to be used for additional improvements to Rolph Nicol Jr. Playground.

### **Transportation Benefits**

The Development Agreement requires consent by the SFMTA Board for transportation-related items under its jurisdiction including: (1) the Transportation Sustainability Fee; (2) components of the Infrastructure Plan; (3) the Transportation Exhibit including four main components: (a) the transportation demand management plan, (b) the SFMTA and Developer responsibility for ownership, maintenance, liability, enforcement and control of publicly accessible private streets and the city unaccepted street (c) the Developer's obligation to provide a transit easement and bus stops and transit shelters, and (d) Developer's provision of a replacement SFMTA Restroom and a new SamTrans restroom; and, (4) the transportation-related CEQA mitigation measures from the EIR, including the Mitigation, Monitoring, and Reporting Plan (MMRP), and transportation-related improvement measures.

#### *Transportation Sustainability Fee (TSF)*

Planning Code Section 411A establishes TSF requirements for development projects. Stonestown's TSF will amount to approximately \$50 million over the six phases of the Project. Per the TSF Ordinance, fees will be calculated upon City issuance of a first construction document for applicable buildings. The Project is eligible for the Fee Deferral Program as provided in Planning Code Section 403, with an option for the project sponsor to defer payment of 85 percent of the fees to prior to issuance of the first certificate of occupancy. Under the terms of the Development Agreement, the project is eligible fee reductions similar to reductions permitted under the Temporary Fee Reduction Program, established in Planning Code Section 403, with TSF fees reduced by 33% for buildings with design review approved by November 1, 2026 and that also receive a First Construction Document within 30 months.

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The TSF is intended be used to reduce the burden imposed by Development Projects on the City's transportation system. The TSF Expenditure Program allocates funds to transit capital maintenance (61 percent), transit service expansion and reliability improvements in San Francisco (32 percent), regional transit service expansion and reliability improvements (2 percent), complete streets improvements (3 percent), and program administration (2 percent).

### *Infrastructure Plan*

The Development Agreement includes a Master Infrastructure Plan that documents the proposed infrastructure (horizontal improvements) to be constructed as part of the project. The SFMTA has actively participated in the development of this plan as it relates to street design and circulation. Street design adheres to the Better Streets Plan and the National Association of City Transportation Officials (NACTO) Urban Street Design guidelines.

The Infrastructure Plan proposes the creation of a network of streets that connect the project site to the nearby neighborhoods. Most streets on the Stonestown development site are privately owned and maintained. In the proposed condition, 20<sup>th</sup> Avenue, Buckingham Way (N), and Buckingham Way (W) will continue to be privately-owned and maintained streets but will be rebuilt to meet City standards. The new streets, temporarily labeled Street A, Street B, and Street C will also be privately owned and maintained streets. Winston Drive will continue to be a public street, with the segment of the street that passes underneath the mall to be privately maintained by the Developer.

Key transportation elements include:

- Redesign of 20<sup>th</sup> Avenue to become the commercial corridor of the neighborhood and to be aligned to the city grid
- Construction of two-way protected bikeways on 20<sup>th</sup> Avenue, Buckingham Way (N), Buckingham Way (W), and Winston Drive
- Travel lane reductions on Buckingham Way (N), Buckingham Way (W), and Winston Drive
- Improved pedestrian access through Rolph Nicol Jr. Playground
- Improved east-west pedestrian connections at two access points through the existing mall
- Maintained transit access for the 57-Parkmerced Muni route on 20<sup>th</sup> Avenue
- Urban realm improvements for pedestrians with new widened sidewalks and street furniture throughout the project site
- New traffic signals throughout the project site

The proposed Project also would upgrade the existing utility infrastructure to provide the proposed uses with potable water, recycled water, emergency water, wastewater collection, stormwater collection and treatment, electricity, and communications.

### *Transportation Exhibit*

The Transportation Exhibit, attached as Exhibit S to the Development Agreement, outlines the Project's transportation commitments with regard to four primary areas: (1) the transportation demand management plan, (2) SFMTA and Developer responsibility for ownership,



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maintenance, liability, enforcement and control of publicly accessible private streets and Winston Drive (3) Developer's obligation to provide a transit easement and bus stops and shelters, and (4) Developer's provision of a replacement SFMTA Restroom and a new SamTrans Restroom. The SFMTA Board is being asked to consent to the Exhibit and to delegate to the Director the authority to execute the Consent document.

*Transportation Demand Management*

The Project must adhere to the Transportation Demand Management (TDM) Plan, as attached in Exhibit S-1. In accordance with the San Francisco TDM ordinance, the Developer has a menu of options to meet TDM requirements, which may include, but are not limited to active transportation improvements, carshare, transit passes, improved wayfinding, and other measures. The effectiveness of the Project's TDM program will be monitored by a transportation consultant through annual auto traffic counts entering and leaving the site, as required in Mitigation Measure TR-4a. Should automobile trips entering and leaving the Stonestown development exceed 90% of the projected EIR trips, the Developer is then responsible for implementing further TDM measures.

*SFMTA and Developer Responsibilities for Publicly Accessible Private Streets and Winston Drive*

All private streets on the project site today will remain private streets in the future and will continue to be publicly accessible. Generally, the Developer will maintain all publicly accessible private streets and will also maintain the segment of Winston Drive (a public street) that passes underneath a portion of the mall. Traffic control devices (i.e., traffic signals) at the intersections of the publicly accessible private streets and public streets will be maintained by the City, but the City and the Developer will share the maintenance cost for the signals.

*Transit Easement and Bus Stops and Transit Shelters*

The Developer will record a transit easement to allow SFMTA the right to run transit and provide bus stops and new transit shelters on 20<sup>th</sup> Avenue. Bus stops and transit shelter locations are illustrated in the Infrastructure Plan and Exhibit S.

*Developer's provision of a Replacement SFMTA Restroom and SamTrans Restroom*

Currently, there is an SFMTA transit operator restroom on the public sidewalk on the northside of Buckingham Way (S) between 20<sup>th</sup> Avenue and 19<sup>th</sup> Avenue. The Developer will relocate and replace the existing operator restroom and provide one additional restroom during phase 5 of the Project. The second restroom will be provided for the use of both SFMTA and regional transit partners. The restroom would either be a freestanding restroom facility within or adjacent to Buckingham Way South, or within the building to be constructed on Parcel S2. The restroom design will follow SFMTA specifications.

*Transportation-Related CEQA Mitigation Measures from the Environmental Impact Report*

The EIR requires the Project to provide the following transportation related mitigation measures in response to impacts identified through the CEQA process (Transportation-Related Mitigation Measures):

- *Mitigation Measure M-TR-1: Construction Coordination Plan* – the Developer shall prepare a construction coordination plan (plan or plans) for each construction phase or subphase, including to address proposed project or construction activities that result in excavation or temporary occupancy on public or private streets located within the project site.
- *Mitigation Measure M-TR-4a: Reduce Project Vehicle Trips* – the Developer shall be responsible for implementing TDM measures in a City-approved TDM Plan to limit the number of project-generated vehicle trips to a maximum of 90 percent of the EIR-estimated values of the sum of the phases of project development in the weekday p.m. peak hour (performance standard).
- *Mitigation Measure M-TR-4b: Transit Travel Time Reduction Measure* – the Developer shall coordinate and fund a traffic signal coordination plan with SFMTA to address potential northbound transit delay along 20th Avenue between Eucalyptus Drive and Buckingham Way (S).
- *Mitigation Measure M-TR-6: Driveway and Loading Operations Plan (DLOP)* - the Developer shall prepare and submit a DLOP to the Planning Department in accordance with this Mitigation Measure M-TR-6, in consultation with the SFMTA.
- *Mitigation Measure M-C-TR-3: Signal Coordination along 19<sup>th</sup> Avenue* – the Developer shall pay a fair-share contribution for SFMTA to design and install up to two additional closed-circuit televisions (CCTVs) along Muni routes 28 and 28R southbound at the 19th Avenue/Winston Drive and 19th Avenue/Sloat Boulevard intersections, subject to approval by SFMTA staff.

The MMRP articulates specific implementation, monitoring, and reporting requirements associated with these measures. The SFMTA generally plays a monitoring and consulting role for the Transportation Related Mitigation Measures.

## STAKEHOLDER ENGAGEMENT

The Developer's design for Stonestown is informed by a robust community engagement plan that has taken place over the past five years. Since the process began in late 2018, the Developer has conducted extensive outreach to understand and respond to the neighborhood context and needs. Outreach has involved nearly thirty neighborhood organizations encompassing different ethnicities, age groups and income levels, such as faith-based entities, neighborhood associations, schools, and small businesses. To seek feedback on project plans, the Developer formed a working group of neighborhood leaders and residents, conducted eight community workshops and open houses, hosted an interactive community engagement platform, launched a project website, hosted weekly virtual and in-person office hours, tabled at the farmer's market, led walking tours of the project site and presented to a wide range of homeowners, merchants and neighborhood associations.

The community engagement processes influenced the vision and plan and established priorities for the Project including; excitement for diverse offerings at Stonestown that go beyond just

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retail; belief that the Stonestown site is a good place for new housing on the west side to help alleviate the housing crisis in San Francisco; desire to maintain convenient parking and manage traffic flows internal to the site and at key intersections and corridors; desire for safe, walkable streets connected to transit and interest in respecting the character of the existing neighborhood. The Design Standards and Guidelines document for the Project reflects these priorities. Neighbors have been generally supportive of the Project with primary concerns around traffic impacts and height of the buildings. The Project has evolved strategically to situate density on the lowest parts of the topography and clustered by other taller buildings nearby (SFSU and Parkmerced). The TDM Plan provides mitigation measures designed to address traffic concerns in the community.

The project-related legislation at the Board of Supervisors is sponsored by the Mayor and District 7 Supervisor Myrna Melgar.

## **ALTERNATIVES CONSIDERED**

The Project is a mixed-use development project and not specifically a transportation project, although it includes mitigation measures and public benefits that are transportation related. Alternatives to the Project were analyzed in the EIR.

## **FUNDING IMPACT**

Planning Code Section 411A establishes Transportation Sustainability Fee (TSF) requirements for development projects. Stonestown's TSF will amount to approximately \$50 million over the six phases of the project. Per the Transportation Sustainability Fee Ordinance, fees will be calculated upon City issuance of a first construction document for applicable buildings. Stonestown is eligible for the Fee Deferral Program as provided in Planning Code Section 403, with an option for the project sponsor to defer payment of 85 percent of the fees to prior to issuance of the first certificate of occupancy. Under the terms of the Development Agreement, the project is eligible for fee reductions similar to reductions permitted under the Temporary Fee Reduction Program established in Planning Code Section 403, with TSF fees reduced by 33% on for buildings with design review approvals by November 1, 2026, and that receive a First Construction Document within 30 months.

Through the terms of the Development Agreement, the SFMTA will recover costs associated with staff review of the horizontal infrastructure.

Funds were not included in the 2024-2029 Capital Improvement Plan (CIP) and, depending on the timing of the development, may offset existing project funds, allowing re-allocation and expanding the capacity of the CIP, when funds become available.

## **ENVIRONMENTAL REVIEW**

On May 9, 2024, in Motion No. M-21559, the San Francisco Planning Commission certified the

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Final Environmental Impact Report (FEIR) for the Stonestown Development Project (Case No. 2021-012028ENV). On that same date, in Motion No. M-21560, the San Francisco Planning Commission adopted CEQA Findings, a Statement of Overriding Considerations, and MMRP. As part of the approval of this item, the SFMTA Board would adopt the CEQA findings as its own, and to the extent that the above actions are associated with any mitigation measures, the SFMTA Board of Directors would adopt the following measures as conditions of this approval.

- M-TR-1: Construction Coordination Plan
- M-TR-4a: Reduce Project Vehicle Trips
- M-TR-4b: Transit Travel Time Reduction Measure
- M-TR-6: Develop a Driveway and Loading Operations Plan (DLOP)
- M-C-TR-3: Signal Coordination along 19<sup>th</sup> Avenue

A copy of the FEIR, Planning Commission Motion Numbers M-21559 and M-21560 are on file with the Secretary to the SFMTA Board of Directors and may be found in the records of the Planning Department at 49 South Van Ness Avenue, Suite 1400 in San Francisco, and are incorporated herein by reference.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The Project has been reviewed and approved by the San Francisco Planning Commission. The San Francisco Recreation and Park Commission and Public Utilities Commission will consider approval of issues under their jurisdiction.

The Board of Supervisors will consider approval of the Development Agreement and associated Planning Code amendments.

The City Attorney's Office has reviewed this calendar item.

**RECOMMENDATION**

Consenting to the proposed Development Agreement between the City and Developer, for a 30-acre master-planned, multi-phased, mixed-use community development located at 3251 20th Avenue surrounding the Stonestown Galleria shopping mall, as it relates to matters under the jurisdiction of the San Francisco Municipal Transportation Agency (SFMTA) including but not limited to: the Transportation Sustainability Fee; components of the Infrastructure Plan; the Transportation Exhibit including a transportation demand management plan and agreements related to the publicly accessible private streets, transit access, and operator restrooms, and transportation-related mitigation and improvement measures from EIR under CEQA); and authorizing the Director of Transportation to execute the SFMTA Consent to the Development Agreement; and adopting findings under CEQA.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, California Government Code section 65864 et seq. (the Development Agreement Statute) and San Francisco Administrative Code Chapter 56 authorize the City to enter into a development agreement regarding the development of real property; and,

WHEREAS, Under San Francisco Administrative Code Chapter 56, Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (Developer) filed an application with the City's Planning Department for approval of a development agreement (Development Agreement) relating to the Stonestown Development Project, a 43-acre mixed-use project; and,

WHEREAS, The City and Developer negotiated the Development Agreement, which would authorize Developer to proceed with the Stonestown Development Project in exchange for its delivery of various public benefits; and,

WHEREAS, The Project would create up to 3,500 new housing units, 20% of which would be permanently below market rate, 63,000 square feet of institutional use, a childcare facility, 160,000 square feet of new retail sales and service uses, 96,000 square feet of non-retail sales and service use, and six acres of public open space; and,

WHEREAS, Under the terms of the Development Agreement, the Developer shall pay the Transportation Sustainability Fee; and,

WHEREAS, The Project will implement street improvements that enhance pedestrian safety, bicycling connectivity, and transit access as described in the Project's Infrastructure Plan; and,

WHEREAS, Exhibit S to the Development Agreement includes a Transportation Exhibit, which includes the transportation demand management plan, the SFMTA and Developer responsibility for ownership, maintenance, liability, enforcement and control of publicly accessible private streets and Winston Drive, the Developer's obligation to provide a transit easement and bus stops and transit shelters, and the Developer's provision of a replacement SFMTA Restroom and a new SamTrans restroom; and,

WHEREAS, On May 9, 2024, the San Francisco Planning Commission, in Motion No. R-21559, certified the Stonestown Development Project (Case No 2021-012028ENV) Final Environmental Impact Report (FEIR); on that same date, in Motion No. M-21560 the San Francisco Planning Commission adopted California Environmental Quality Act (CEQA) Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) (collectively, the Stonestown Development Project CEQA Findings); and,

WHEREAS, A copy of the FEIR, Planning Commission motions and the CEQA findings, including the MMRP and statement of overriding considerations, are on file with the Secretary to

the SFMTA Board of Directors, and may be found in the records of the Planning Department at 49 South Van Ness in San Francisco, and are incorporated herein by reference; now therefore be it

RESOLVED, That the SFMTA Board of Directors has reviewed the Final Environmental Impact Report (FEIR) for the Project and finds that the FEIR is adequate for its uses as the decision-making body for the actions taken herein, does hereby adopt the Stonestown Development Project CEQA Findings as its own and to the extent the above actions are associated with any mitigation measures (including M-TR-1: Construction Coordination Plan, M-TR-4a: Reduce Project Vehicle Trips, M-TR-4b: Transit Travel Time Reduction Measure, M-TR-3: Signal Coordination along 19th Avenue, M-TR-6: Develop a Driveway and Loading Operations Plan (DLOP)) as conditions of this approval; and, be it further

RESOLVED, That the SFMTA Board of Directors does hereby consent to the Stonestown Development Project Development Agreement and its exhibits, including the Infrastructure Plan and Transportation Exhibit, substantially in the form and terms as outlined in the Development Agreement with respect to the items under the SFMTA's jurisdiction; and, be it further

RESOLVED, That the SFMTA Director of Transportation is authorized to execute the SFMTA Consent to the Development Agreement; pending approval by the Board of Supervisors; and, be it further

RESOLVED, That, by consenting to the SFMTA matters in the Development Agreement between the City and the Developer, the SFMTA Board of Directors does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA; and, be it further

RESOLVED, That, subject to appropriation of any necessary funds, the SFMTA Board of Directors authorizes the Director of Transportation to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents, and implementation of traffic modifications) necessary, in consultation with the City Attorney, to consummate and perform SFMTA obligations under the Development Agreement, or otherwise to effectuate the purpose and intent of this Resolution; and, be it further

RESOLVED, Consistent with the terms of the Development Agreement, the Director of Transportation is authorized, in consultation with the City Attorney, to concur with any additions, amendments or other modifications to the Development Agreement that the Director of Transportation determines are in the best interests of the SFMTA and that do not materially increase the obligations or liabilities of the SFMTA or materially decrease the benefits to the SFMTA as provided in the Development Agreement; and, be it further

RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors legislation approving the Stonestown Development Project Development Agreement.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 21, 2024.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**EXHIBIT S**  
**TRANSPORTATION EXHIBIT**

This Transportation Exhibit describes the transportation improvements to be constructed as part of the Project, as well as associated maintenance obligations and other transportation-related requirements of the Project. Unless otherwise specified in this Exhibit S, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit S is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

**1. TDM Requirements**

1.1 Developer shall comply with the TDM Plan attached hereto as Exhibit S-1.

**2. Publicly Accessible Private Streets and City Unaccepted Street**

2.1 Generally. After Completion in accordance with the requirements of the Agreement, including the Infrastructure Plan, the Private Streets within the Developer Property will be open for public use in accordance with the requirements of the Agreement, including this Transportation Exhibit and the Infrastructure Plan (collectively, “**Publicly Accessible Private Streets**”). The Publicly Accessible Private Streets, as more particularly shown on Exhibit H-1 to the Agreement, include the following:

2.1.1 20<sup>th</sup> Avenue

2.1.2 Street A

2.1.3 Street B

2.1.4 Street C

2.1.5 Buckingham Way (N)

2.1.6 Buckingham Way (W)

2.2 City Unaccepted Street. After Completion in accordance with the requirements of the Agreement (including Section 3.6.1 of the Agreement), including the Infrastructure Plan, the portions of Winston Drive as depicted on Exhibit H-1 (the “**City Unaccepted Street**”) will be dedicated to the City but other than discrete elements of Public Utility Infrastructure in the City Unaccepted Street that are accepted by the City, the City Unaccepted Street will not be accepted for maintenance and liability by the City and will be maintained by Developer as required by a major encroachment permit or other agreement between Developer and the City, as set forth in accordance with Section 3.8 of the



Agreement and this Transportation Exhibit (the “**Unaccepted Street Permit**”). The City Unaccepted Street is not a Publicly Accessible Private Street.

### 2.3 Maintenance and Liability.

2.3.1 Developer Maintained Streets. Except for specific items that will be maintained by the City under Section 2.3.2 (the “**City Maintained Facilities**”), and Utility Infrastructure, which is not a subject of this Exhibit, Developer will maintain (i) all aspects of the improvements on Publicly Accessible Private Streets in accordance with the Private Street Regulations attached hereto as Exhibit S-2 (the “**Street Regulations**”), and (ii) all aspects of the maintenance, condition, and repair of the improvements on the City Unaccepted Street in accordance with the Unaccepted Street Permit (collectively, the “**Developer Maintained Facilities**”). Developer may elect to transfer maintenance obligations for the Developer Maintained Facilities to the Management Association or to the Mall Owner, in Developer’s sole discretion, subject to the terms of the Unaccepted Street Permit and subject to the City’s right to enforce the Street Regulations. Developer, Management Association or Mall Owner (as applicable) shall maintain the Developer Maintained Facilities in accordance with Section 3.8 of the Agreement and the standards set forth in the Street Regulations (for the Publicly Accessible Private Streets) and the Unaccepted Street Permit (for the City Unaccepted Street). Developer’s obligations to maintain the Developer Maintained Facilities pursuant to Section 3.8 of the Agreement and this Transportation Exhibit, and to keep the Publicly Accessible Private Streets open for public use, and City’s Enforcement Authority and applicability of the California Vehicle Code pursuant to Section 2.4 below, will be incorporated into a Notice of Special Restrictions (“**Streets NSR**”) recorded by Developer against Parcels within the Project Site that include the Publicly Accessible Private Streets or front the City Unaccepted Street with each Final Subdivision Map of the Project Site that includes such Parcels. The CC&Rs recorded against portions of the Project Site in accordance with the Agreement shall include the obligation to comply with the Streets NSR. Such Streets NSR shall be in form and substance reasonably acceptable to the City and Developer. The Streets NSR will provide Developer, Management Association and Mall Owner with the right to record a termination of the Streets NSR at the end of the life of the Project, and City will cooperate with Developer, Management Association and Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer, Management Association or Mall Owner to effectuate such termination.

2.3.2 City Maintained Facilities. The City Maintained Facilities shall include:

(i) traffic signals at the intersections of Publicly Accessible Private Streets with either Public Streets or the City Unaccepted Street (collectively, the “**Shared Traffic Signals**”) and traffic signals on the City Unaccepted Street. The locations of the traffic signals to be maintained by the City are indicated on Exhibit S-3.

(ii) street trees, traffic signage, and striping on the City Unaccepted Street.

(iii) transit shelters or bus stops on the City Unaccepted Street.

(iv) SFMTA Bus Shelters on the Publicly Accessible Private Streets.

The City shall maintain the City Maintained Facilities in accordance with the standards applicable to Public Improvements set forth in the Agreement. For the Shared Traffic Signals, Developer will pay the City to defray the cost of maintenance in the amount of \$3,000 per shared intersection for 30 years or \$90,000 per shared intersection, which shall be payable upon City's acceptance of the Shared Traffic Signals at the applicable shared intersection.

2.3.3 Ownership and Control of Publicly Accessible Private Streets and City Unaccepted Street. The Parties acknowledge and agree that the City does not have an ownership interest in the Publicly Accessible Private Streets, and that the City shall not accept the Publicly Accessible Private Streets or the City Unaccepted Street for inspection, maintenance, or liability, except for the City Maintained Facilities or as provided in the Unaccepted Street Permit. Developer has responsibility for the inspection, condition, maintenance, and repair of the Publicly Accessible Private Streets and the City Unaccepted Street, and the City does not have any duty of inspection, maintenance, or repair of them, except as provided in Section 2.3.2 for the City Maintained Facilities or as provided in the Unaccepted Street Permit. Developer agrees that the City (i) does not have any ownership interest in the Publicly Accessible Private Streets, (ii) has no inspection, maintenance, or repair obligations for the Publicly Accessible Private Streets or the City Unaccepted Street, except as provided in the Unaccepted Street Permit and in Section 2.3.2, and (iii) does not have control of the condition of the Publicly Accessible Private Streets or the City Unaccepted Street, except as provided in the Unaccepted Street Permit. In connection with any Claim concerning the Publicly Accessible Private Streets or the City Unaccepted Street, Developer shall provide the City with written acknowledgement of the foregoing.

2.4 City Enforcement Authority. Pursuant to the terms of this Transportation Exhibit, the City will have the authority (the "**City Enforcement Authority**"), at its sole cost and in its sole discretion, to enforce the following types of State and local traffic laws on the Publicly Accessible Private Streets:

2.4.1 Any traffic violation obstructing the efficient movement of SFMTA's public transit service including paratransit ("**SFMTA Service**") or other regional public or private transit service (together with SFMTA Service, "**Transit Service**") or otherwise creating a significant public safety hazard, as provided in California Vehicle Code Section 22500 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.1;

2.4.2 Tow vehicles blocking Transit Service or otherwise creating a significant public safety hazard, as provided in California Vehicle Code Section 22651 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.2; and

2.3.3 Implement and enforce transit only lane regulations, and bus stop or bus zone rules prohibiting parking where it impedes Transit Service, as provided in California Vehicle Code Sections 22500, 21655.1, 40240, 40241 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.3.

2.5 Applicability of the California Vehicle Code. The California Vehicle Code sections described in Section 2.4 above shall apply to the Publicly Accessible Private Streets to the extent set forth in Section 2.4 above.

2.6 Traffic Control Devices. Developer shall install or cause to be installed all required traffic control devices, including traffic signs, signals, markings, and including red transit only lane paint if specified, for all Publicly Accessible Private Streets (collectively, “**Traffic Control Devices**”). All such devices shall conform to uniform standards and specifications adopted by the State Department of Transportation and be subject to review and approval by the City as part of the Street Improvement Permit for the applicable Publicly Accessible Private Street. At the intersections of Publicly Accessible Private Streets with either Public Streets or the City Unaccepted Street, Developer shall install new signals and other traffic control devices. Responsibility for maintenance of the Traffic Control Devices shall be as set forth in Section 2.3 above.

2.7 Bike Facilities. Developer shall install or cause to be installed on the Publicly Accessible Private Streets and City Unaccepted Street bike facilities in accordance with the Infrastructure Plan. At transitions between Public Streets and either Publicly Accessible Private Streets or the City Unaccepted Street, Developer shall construct or cause to be constructed improvements to allow a transition between the City bicycle network and the bike facilities on Publicly Accessible Private Streets or City Unaccepted Street. The City shall accept such bike facilities where located on City property as Public Improvements, with the exception of bike facilities on the City Unaccepted Street, and the City will maintain any such bike facilities once accepted by the City in accordance with the Agreement. Developer shall maintain all bike facilities located on the Publicly Accessible Private Streets and the City Unaccepted Street, as set forth in Section 2.3 above.

2.8 Transit Easement. No later than recordation of the first final subdivision map that includes a Publicly Accessible Private Street that will have Transit Service, Developer shall record an easement in form and substance reasonably acceptable to SFMTA (the “**Transit Easement**”), granting the right to travel through and stop on designated Publicly Accessible Private Streets and at the bus stop locations generally as shown on Exhibit S-4 and further described in the Infrastructure Plan (the “**SFMTA Bus Stops**”) for Transit Service for the life of the Project unless amended by agreement of the Parties or until terminated as provided herein. As used in this Transportation Exhibit, “life

of the Project” means so long as the Project or any modification of the Project remains in existence. The Transit Easement will include and be subject to the following provisions.

2.8.1 New Transit Lines or Routes. Developer’s consent shall be required for any new Transit Service lines or routes on the Publicly Accessible Private Streets beyond those lines and routes shown on Figure 5.7 of the Infrastructure Plan, which consent shall not be unreasonably withheld and shall be given or withheld within 90 days of SFMTA’s request.

2.8.2. Access to and Relocation of Bus Stops and Shelters. The Transit Easement shall also provide SFMTA access to and use of the SFMTA Bus Stops, including any SFMTA Bus Shelters (defined below), located on the Project Site for the life of the Project unless amended by agreement of the Parties, or until such time as Transit Service is no longer provided by the City or other regional transit service and is terminated as provided herein. The Transit Easement shall grant Developer and SFMTA the ability to relocate or modify bus stop locations on Publicly Accessible Private Streets, including 20th Avenue, at the requesting party’s sole cost, and subject to the non-requesting party’s prior approval in its reasonable discretion. City agrees that it shall be reasonable for Developer to deny a request to relocate or modify a bus stop location if such relocation or modification would violate a Stonestown Galleria Mall tenant lease; materially impede pedestrian traffic to or from the Project Site, any entrance to a Building on the Project Site or the Stonestown Galleria Mall, or a tenant space within such Building or the Stonestown Galleria Mall; or materially impair the use or functionality of any signage, infrastructure or other Project element.

2.8.3 Use of Transit-Only Lanes. If no Transit Service is provided by the City or other regional transit service provider on those Publicly Accessible Private Streets with dedicated transit-only lanes for a period of ninety (90) days or longer, Developer may provide written notice to the City requesting access for all vehicles on the transit-only lanes. The City’s written consent shall not be unreasonably withheld and shall be given or withheld within thirty (30) days of Developer’s request. If the City does not respond within 30 days, the transit-only lanes shall be open to all vehicles. City agrees that it shall be unreasonable for City to deny a request to allow access for all vehicles on the transit-only lanes if the City or other regional transit service provider will not resume Transit Service within 2 months of Developer’s request. If, after granting access for all vehicles on the transit-only lanes, the City or other regional transit service provider determines to resume Transit Service on the transit-only lanes, the City shall provide 30 days written notice to Developer and the lanes shall revert to transit-only lanes after such 30-day period.

2.8.4 Temporary Closure of Publicly Accessible Private Streets with Transit Service. Developer may temporarily close the Publicly Accessible Private Streets in accordance with the Street Regulations and the following:

- Developer shall not temporarily close a Publicly Accessible Private Street with Transit Service for the purpose of maintenance and repairs or temporary construction staging in a way that materially interferes

with the provision of Transit Service without providing at least 30 days advance notice to SFMTA, to enable SFMTA to develop a transit re-routing plan for Transit Service; provided, however, if 30 days advance notice is not feasible for unanticipated urgent and necessary repairs, Developer shall provide as much notice as reasonably possible.

- Developer shall not temporarily close a Publicly Accessible Private Street with Transit Service for the purpose of gatherings or special events in a way that materially interferes with the provision of Transit Service without providing at least 30 days advance notice to SFMTA and obtaining SFMTA consent, not to be unreasonably withheld, to enable SFMTA to develop a transit re-routing plan for Transit Service.
- SFMTA consent shall not be required for temporary closures of a Publicly Accessible Private Street with Transit Service necessary to address an emergency, but SFMTA's Transit Management Center (TMC) shall be notified of such closure as soon as possible.
- Developer (or other entity sponsoring an event or performing work) may present the proposed closure of a Publicly Accessible Private Street to the Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) as an informational item.
- No street closure permit from SFMTA shall be required for any temporary closure of a Publicly Accessible Private Street permitted pursuant to the Street Regulations and this Transportation Exhibit.
- Developer shall provide notifications of planned closures of a Publicly Accessible Private Street with Transit Service by other regional public or private transit operators to such operators in the form of a posting on the Publicly Accessible Private Street subject to the planned closure.

2.8.5 Termination of Easement. If no Transit Service is provided for a period of ten (10) years or more, Developer may provide written notice to the City requesting the Transit Easement to terminate. The City shall consider Developer's request and may agree to terminate the Transit Easement after approval by the SFMTA Board of Directors in its sole discretion, and if approved the City will cooperate with Developer by executing any documents reasonably necessary to evidence or effectuate such termination.

2.9 Transit Shelters. Certain of the SFMTA Bus Stops shall include bus shelters installed on Publicly Accessible Private Streets ("**SFMTA Bus Shelters**") in accordance with the Infrastructure Plan and this Transportation Exhibit. For the avoidance of doubt, this Section 2.9 only applies to SFMTA Bus Shelters on Publicly Accessible Private Streets and any transit shelters to be constructed on the Public Streets on the Project Site shall be constructed by SFMTA as City Maintained Facilities, and Developer will not bear any cost or expense in connection with their construction or operation. Prior to the

issuance of the Street Improvement Permit for the first Publicly Accessible Private Street to be constructed on the Project Site that will include SFMTA Bus Shelters, Developer, Mall Owner and/or Management Association shall enter into an agreement with the SFMTA for installation of the SFMTA Bus Shelters and ongoing SFMTA Bus Shelter maintenance to be performed by SFMTA through the SFMTA's existing and any successor vendor ("SFMTA Agent") under SFMTA's contract for its transit shelters (the "SFMTA Bus Shelter Agreement"). The SFMTA Bus Shelter Agreement will include the following terms:

- SFMTA Bus Shelters shall be installed by SFMTA, SFMTA Agent, or their designee. SFMTA may retain any revenues from its advertising contract (if applicable) for its transit shelters.
- The City shall have the right to install at least four SFMTA Bus Shelters, at locations along 20<sup>th</sup> Avenue in close proximity to the SFMTA Bus Stop locations identified in Exhibit S-4 and the Infrastructure Plan. The locations will be selected by Developer in its reasonable discretion. City may request to install additional SFMTA Bus Shelters along 20<sup>th</sup> Avenue at the SFMTA Bus Stop locations identified in Exhibit S-4 and the Infrastructure Plan, subject to the approval of Developer in its sole discretion.
- Developer shall establish power infrastructure at the SFMTA Bus Shelter locations to enable predictions and digital advertisements, at Developer's sole cost.

### 3. Replacement SFMTA Restroom; SamTrans Restroom

3.1 Generally. Developer will construct a permanent replacement restroom including a path of travel for use by SFMTA (the "**Replacement SFMTA Restroom**"), in accordance with the terms set forth in this Transportation Exhibit. At Developer's election, the Replacement SFMTA Restroom may be located in one of the following locations: (i) a freestanding restroom facility within or adjacent to Buckingham Way South (located within the public right of way or private setback area, or a combination of both), or (ii) within the Building to be constructed on Parcel S2. Developer will provide a second restroom facility attached to the Replacement SFMTA Restroom for use by SFMTA or other regional transit service providers including the San Mateo County Transit District's bus system ("**SamTrans**", and the "**SamTrans Restroom**"). Subject to the terms of this Transportation Exhibit, Developer shall enter into a license or other agreement(s) with SFMTA providing for SFMTA's use and/or ownership (as applicable depending on the location) of the Replacement SFMTA Restroom and the SamTrans Restroom and allowing SFMTA to sub-license use of the SamTrans Restroom to SamTrans (the "**Restroom Agreement**") prior to recordation of the Final Subdivision Map for Phase 6. The SamTrans Restroom will be subject to the same timing, requirements, standards, specifications, and maintenance requirements applicable to the Replacement SFMTA Restroom set forth in this Section 3, except all references to SFMTA shall be replaced with "SamTrans". Developer shall be obligated to enter into a Restroom Agreement with only one transit operator for the use of both restrooms if located on Parcel S2 or on Privately

Owned Community Improvements, and the City shall be permitted to sub-license the SamTrans Restroom to SamTrans unless Developer agrees to have a direct agreement with SamTrans for the SamTrans Restroom, in Developer's sole discretion. The Parties will negotiate reasonably and in good faith to enter into a Restroom Agreement for City's use and in accordance with Section 3.4.4(b) below.

3.2 Timing. The timing for construction of the Replacement SFMTA Restroom shall be in accordance with the Phasing Plan. If Developer demolishes the existing MUNI restroom located on Buckingham Way South between 19<sup>th</sup> Avenue and 20<sup>th</sup> Avenue (the "**Existing SFMTA Restroom**") before construction of the Replacement Muni Restroom, Developer shall provide one temporary restroom from the time the Existing Muni Restroom is no longer available for use until the time the Replacement Muni Restroom is available for use, in accordance with the standards set forth below (the "**Temporary SFMTA Restroom**").

3.3 Temporary SFMTA Restroom Standards. The Temporary SFMTA Restroom shall be a restroom trailer (not a portable restroom) with one toilet. SFMTA shall operate and maintain the temporary restroom trailer in good order and repair, at its sole cost and expense, and shall ensure that it is adequately secured at all times it is not in use by the SFMTA. City shall return the Temporary SFMTA Restroom in the same condition as the date the Temporary SFMTA Restroom was first provided to SFMTA and will comply with the terms of the rental agreement with the third-party provider of the Temporary Muni Restroom.

3.4 Replacement SFMTA Restroom Standards.

3.4.1 SFMTA transit operators shall have access to the restroom 24 hours a day, seven days a week.

3.4.2 SFMTA shall operate and maintain the restroom in good and clean condition at its sole cost and expense, including, without limitation, routine cleaning and trash service and shall ensure that it is adequately secured at all times it is not in use by the SFMTA.

3.4.3 If located within the public right of way on Buckingham Way South, the following additional standards shall apply:

(a) The restroom shall be located along the south side of Parcel S2 as depicted on the Phasing Diagram, within 175 feet of the northwest corner of 19th Ave and Buckingham Way South.

(b) Upon completion in accordance with the Development Agreement, including this Transportation Exhibit, the SFMTA Replacement Restroom will be accepted by the City as a Public Improvement in accordance with the standards set forth in the Development Agreement.

3.4.4 If located within the Building on Parcel S2 or wholly or partially within any Privately Owned Community Improvement or Private Street, the following additional standards shall apply:

(a) There shall be a direct, lighted walking path to the restroom from the terminal at grade. The path of travel between the terminal and the restroom shall avoid stairs/steep grades and shall not traverse through buildings.

(b) The Restroom Agreement shall be in form and substance reasonably acceptable to the Developer and SFMTA, providing SFMTA with rights to use, maintain and operate the Replacement SFMTA Restroom and the SamTrans Restroom (collectively, the “**Restrooms**”), subject to the following terms:

(i) SFMTA’s maintenance obligations shall include maintaining the Restrooms in good and clean condition and repair, including routine cleaning, restocking, and trash service, maintenance, and repair of fixtures within or at the entry of the Restrooms, including but not limited to all the specifications listed in Section 3.4 below, but shall not extend to utility costs or maintenance and repair of the exterior or structural components of the Restrooms.

(ii) SFMTA shall promptly repair and report any leaks or structural issues within the Restrooms to Developer, and coordinate with the building engineer if any repair or replacement work requires integration with or may impact larger building systems.

(iii) Developer, Management Association, and/or Mall Owner (as applicable) shall have the right to access the Restrooms to perform any necessary emergency repairs or to ensure compliance with the maintenance obligations.

(iv) If SFMTA fails to maintain the Restrooms as required, after reasonable notice and cure, Developer, Management Association and Mall Owner shall have the right to perform such maintenance obligations and SFMTA shall reimburse Developer, Management Association or Mall Owner (as the case may be) for all actual, reasonable, and necessary costs incurred to perform such maintenance obligations.

3.5 Replacement Muni Restroom Specifications. The Replacement SFMTA Restroom shall meet the following specifications:

- Single use all-gender restroom.
- Toilet and urinal.
- Jumbo size single-roll toilet tissue dispenser.
- Electric hand dryer.
- Wall mirror on top of wash sink.



- Hand soap dispenser.
- Floor drain.
- Water hose bibb for floor cleaning.
- Exhaust vent fan.
- Shelf.
- Coat Hanger.
- Built-in or standalone garbage bin. If standalone garbage bin, SFMTA to provide standalone garbage bin.
- Internal motion sensor LED lighting.
- ADA compliant.
- Key entry or electronic card reader entry.

#### **4. Transportation Obligations from MMRP**

4.1 Developer shall comply with the following mitigation measures in the MMRP related to transportation: Mitigation Measure M-TR-1, Mitigation Measure M-TR- 4a, Mitigation Measure M-C-TR-3, Mitigation Measure M-TR-4b, and Mitigation Measure M-TR-6.

**Exhibit S-1**

**TDM Plan**

[Attached]

# Stonestown Transportation Demand Management Plan

## 1. Introduction

The Stonestown Transportation Demand Management (TDM) Plan provides a programmatic roadmap for key transportation elements of the proposed project. While other project documents provide direction on physical changes to the transportation network and amenities, this document maps out the project's approach to transportation demand management, including design features, parking supply, bicycle parking supply, and programs and services for tenants, employees, and visitors.

The requirements outlined in the TDM Plan apply to the proposed project (i.e. new buildings and new tenants), and do not apply to the existing Stonestown Galleria, except for provisions related to replacement parking for the mall. Because residents, visitors, and employees would experience the site holistically, the TDM Plan also includes consideration of the site holistically, particularly as it relates to parking.

### Relationship to Other Documents

The TDM Plan supports the Stonestown vision in a suite of other project documents:

- **Stonestown Development Project Draft EIR (DEIR):** The TDM Plan lays out options for the project to implement the transportation-related mitigation measures identified in the DEIR.
- **Stonestown Design Standards and Guidelines (DSG):** The TDM Plan builds on the design vision laid out in the DSG. Physical standards and guidelines for streets, loading, parking, and other transportation amenities are all contained in the DSG and only referenced in the TDM Plan.
- **Stonestown Infrastructure Plan (IP):** The TDM Plan builds on the street network vision laid out in the Infrastructure Plan.
- **Stonestown Driveway Loading and Operations Plan (DLOP):** The DLOP does not yet exist but is required by the Project's MMRP and in accordance with the mitigation measure will be developed before the first phase of development and updated before each subsequent phase of development or each subsequent building. The parking recommendations in the TDM Plan are programmatic and will be made specific in the DLOP (i.e., exact number and location of parking and loading spaces for the upcoming phase).

### Project Location Overview

The Project covered by the Stonestown DSG is approximately 30-acres.

Located within San Francisco's western neighborhoods, the Project is bounded by Eucalyptus Drive and Buckingham Way North to the north, 19th Avenue to the east, Buckingham Way South to the south, and



Buckingham Way West and Winston Drive to the west. New development parcels line Stonestown Galleria and site edges along Rolph Nicol Jr. Playground and 19th Avenue. Parcel W2, E5, W3/4, S3 and S1 include mid-block passages and easements. Surrounding new development parcels and Stonestown Galleria are new open spaces and streetscapes. See the DSG and IP for figures illustrating the buildings and streets plans.

The Project includes improvements within the designated site area as well as streetscape improvements along 19th Avenue / Caltrans and Buckingham Way South sidewalks, that border the site.

## **2. Transportation Demand Management (TDM)**

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan, its trip reduction goals, and the monitoring and reporting plan are presented. Then, the individual strategies that make up the plan are described in detail.

### **Overview**

The TDM Plan is consistent with Mitigation Measure M-TR-4, which aims to reduce transit delay to the extent feasible through reduction of peak period vehicle trips. Given the project location, transportation context, and land use mix, a ten percent reduction in peak period trips was determined to be a reasonable goal. The goal to reduce peak period vehicle trips by ten percent will be achieved through a combination of the project's multimodal design elements and operational strategies contained within the TDM plan.

The project has been designed to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors. As the project is at the scale of a small neighborhood, these design decisions will be particularly influential to people's travel patterns. Key design elements include a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and walkable streets; greenspaces; and Class IV protected cycle paths along existing roads.

The multimodal project design is complemented and supported by the project's TDM Plan, which includes specific strategies to reduce vehicular trip-making by shifting trips that would otherwise be made by private automobile to other modes such as walking, bicycling, or transit. This generally involves improving the appeal of these modes via supportive amenities (such as showers and lockers for bike commuting), making the costs associated with private auto-mobility more apparent (such as unbundling parking spaces from residential units), and reducing the need for site users to make off-site trips that tend to be made by automobile (by providing key amenities like a grocery store within the project site).

The strategies presented in this chapter represent a set of strategies thought to be most effective at the time this document was prepared. The project sponsor will evaluate the project against the performance standard at several checkpoints during buildout as required pursuant to MM TR-4. At each of these checkpoints, the project sponsor would convene with SFMTA and the Planning Department to evaluate the effectiveness of the TDM strategies implemented to date and yet to be implemented near the site.



If the project is found to be falling short of the ten percent reduction goal at a particular checkpoint, the project sponsor will work with SFMTA and the Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard in accordance with the requirements of MM TR-4.

### Monitoring and Reporting Plan

To ensure that the site meets the ten percent vehicle trip reduction (for afternoon peak hour trips) determined by the EIR, the Stonestown team will hire a TDM coordinator to undertake monitoring and reporting of the TDM plan. The coordinator may also be a part of the site's Transportation Management Association (TMA), if one is formed, to oversee the TDM plan implementation. Individual measures will be evaluated based on descriptions provided in San Francisco Planning's TDM Standards and Measures. There are three main monitoring and reporting components:

1. Pre-occupancy site visit to confirm the implementation and siting of physical TDM measures, such as bicycle parking and end-of-trip facilities and childcare facilities.
2. Ongoing monitoring and reporting statements in accordance with MMTR-4.
3. Periodic updating of the TDM plan if the monitoring finds that existing TDM measures are not successful in meeting the required reduction in trip generation.

Monitoring will begin when Phase 1 operations overlaps with any construction, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1j that this performance standard is needed for air quality reductions (see section **Error! Reference source not found.** for potential phasing diagram). The consultant will monitor afternoon peak period vehicle trips for vehicles entering and exiting the project site for the data collection periods specified in the EIR. The final counts will be adjusted to reflect the contribution of the project itself by subtracting baseline estimated volumes for the existing mall (no project) as documented in Appendix D.1 of the EIR.

The first monitoring report will be submitted within 30 days of the completed monitoring period. Monitoring reports will then be submitted annually until the earlier of (i) three consecutive reporting periods show that the fully built project has met the ten percent performance standard, and (ii) expiration of the project development agreement. However, the project sponsor shall thereafter continue to be subject to compliance reporting in a manner consistent with the planning commission's TDM program standards. The TDM coordinator will adjust the TDM plan based on the monitoring results if two consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. Adjustments may include further reducing the parking supply for future phases of the project below the maximum allowable.

For ease of reference, the full text of the Mitigation Measure is provided below:

**Mitigation Measures M-TR-4a Reduce Project Vehicle Trips.** *The project sponsor shall be responsible for implementing transportation demand management (TDM) measures in a City-approved TDM Plan to limit the number of project-generated vehicle trips to a maximum of 90 percent of the EIR-estimated values of the sum of the phases of project development in the weekday p.m. peak hour (performance standard).*



**Monitoring and Reporting Plan.** *The project sponsor shall retain a qualified transportation consultant approved by the San Francisco Municipal Transportation Agency (SFMTA) or the planning department to begin monitoring vehicle trips in accordance with the approved monitoring and reporting plan. The monitoring shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 19th Street/Winston Drive, 19th Avenue/Street A, 20th Avenue/Eucalyptus Drive, Winston Drive/Buckingham Way, and 20th Avenue/Winston Drive. The counts shall be consistent with the data collection period (e.g., days of week, time of day, months of the year) documented in Appendix D.1 of the EIR. The counts will subtract the baseline (no-project) vehicle trip estimate documented in Appendix D.1 of the EIR to establish the project vehicle trip operational (i.e., not construction-related) contribution to the counts.*

*The project sponsor shall begin monitoring when Phase 1 operations overlaps with any construction, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1j that this performance standard is needed for air quality reductions. The project sponsor shall submit a monitoring and reporting plan to the planning department and SFMTA for review within 30 days of the monitoring, or with TDM Plan monitoring and reporting in a manner consistent with the planning commission's TDM program standards. Thereafter, annual monitoring and reporting plans shall be submitted (referred to as "reporting periods") until three consecutive reporting periods show that the fully built project (i.e., after six phases of the project have been fully constructed) meets the performance standard, or until expiration of the project's development agreement, whichever is earlier.*

**Adjustments.** *If the planning department finds that two consecutive reporting periods demonstrate that the project fails to meet the stated performance standard, the project sponsor shall select and implement additional TDM measures to reduce the number of project-generated vehicle trips to meet the performance standard. These measures could include expansion of measures already included in the project's TDM Plan, other measures identified in the planning commission's TDM program standards Appendix A (as such appendix may be amended by the planning department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the planning commission's TDM program standards Appendix A that the planning department and project sponsor agree are likely to reduce peak period driving trips.*

*If additional TDM measures are required because the project fails to meet the stated performance standard for any development phase for two consecutive report periods, the project sponsor shall have 30 months to implement such measures and demonstrate through monitoring a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the planning department and SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard until the term of the TDM Plan ends as set forth below.*

*Project sponsor shall have the right to request and pay for a transportation study by a qualified transportation consultant approved by SFMTA or the planning department to confirm the requested measures are effective to achieve the performance standard.*

*. The monitoring and reporting plan may be modified by the planning department in consultation with SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.*

**Term.** *The monitoring and reporting plan shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) three consecutive reporting periods showing that the fully built project has met the performance standard.*

*However, the project sponsor shall continue to be subject to compliance reporting in a manner consistent the planning commission's TDM program standards.*



## Menu of Strategies

The following measures provide a menu of strategies that can be implemented by the project to achieve the ten percent reduction goal. Prior to implementation for each phase of development or each building, the project sponsor may elect, at project sponsor’s discretion, to add, remove, or adjust measures to best fit the needs of the land use mix and transportation trends at the time.

### TDM Resources

The list of strategies was developed using guidance from both the *CAPCOA Quantifying Greenhouse Gas Mitigation Measures* document, otherwise known as the [CAPCOA Handbook](#), and San Francisco Planning’s [TDM Standards and Measures](#). Some strategies are evaluated by both sources and some strategies are only covered by one resource. The CAPCOA Handbook measures effectiveness based on the anticipated percent reduction in daily vehicle trips while San Francisco Planning measures relative effectiveness using a point system (more points = greater effectiveness at reducing vehicle trips). The San Francisco [TDM Technical Justification](#) document elaborates on San Francisco specific trip reduction beyond what is covered by CAPCOA. Only CAPCOA measures are associated with a quantifiable reduction percentage. Non-quantified measures are also expected to reduce vehicle trips; but at the time of publication, there was insufficient peer-reviewed research to quantify the effectiveness of these measures. This list is not exhaustive, but rather includes the strategies that are most likely to be considered for implementation on the project. Additional measures may be considered and added in the future as background conditions and travel patterns change.

**Table 1. Potential Stonestown TDM Measures**

Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.01	Provide Pedestrian Network Improvement	Provide streetscape improvements such as wide and continuous sidewalks within 50 feet of the site to encourage active transportation.	ACTIVE-1	1 – residential, retail, office	Neighborhood Design	T-18	0.56%



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.02	Provide Bike Parking	Provide secure and public bike parking, exceeding the spaces required by the planning code for all land uses.	ACTIVE-2	2 – retail, residential, office	Neighborhood Design	T-34	--
2.03	Provide End-of-Trip Bicycle Facilities	Install and maintain bike parking, bike lockers, showers, and personal lockers to make cycling more convenient and attractive	ACTIVE-3	1 – retail, office	Trip Reduction Programs	T-10	0.55%
2.04	Offer Bike Share Memberships	Offer bike share memberships to employees and/or residents	ACTIVE-4	2 – residential, retail, office	Neighborhood Design	T-22-A	1.10%
2.05	Bicycle Repair Station	Provide bike repair stations in designated, secure locations.	ACTIVE-5a	1 - residential, retail, office	N/A	N/A	Not Formulated
2.06	Car-Share Parking	Provide car share spaces as required by the planning code.	CSHARE-1	1 – residential, retail, office	N/A	N/A	Not Formulated





Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
<b>2.07</b>	Delivery Supportive Amenities	Provide a secure location for package deliveries, such as a delivery room or package locker.	DELIVERY-1	1 - residential	N/A	N/A	Not Formulated
<b>2.08</b>	Family TDM Amenities	Provide a secure location for storage of car seats, strollers, bicycles, and other personal items. Provide 1 electric cargo bicycles per 20 dwelling units, for rent by residents; and one collapsible shopping cart for every 10 units.	FAMILY-1	2 – residential	N/A	N/A	Not Formulated
<b>2.09</b>	On-Site Childcare	Provide an on-site childcare facility.	FAMILY-2	2 – residential, retail, office	N/A	N/A	Not Formulated
<b>2.10</b>	Implement Subsidized or Discounted Transit Program	Provide subsidized, discounted, or free transit passes for employees and/or residents to make transit a more competitive mode (0.92% reduction corresponds with a 75% fare subsidy)	HOV-1	6 - residential, retail, office	Trip Reduction Programs	T-9	0.92%



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.11	Multimodal Wayfinding Signage	Provide multimodal wayfinding signage in prominent locations.	INFO-1	1 – residential, retail, office	N/A	N/A	Not Formulated
2.12	Real Time Transportation Displays	Provide real time transportation information on displays.	INFO-2	1 – residential, retail, office	N/A	N/A	Not Formulated
2.13	Tailored Transportation Marketing Services	Provide promotions, welcome packets, and personal consultation for new resident/employees. Request a commitment to try new transportation options, provide a one-time financial incentive to try new options, and conduct outreach to employers to encourage adoption of sustainable commute policies.	INFO-3	3 – residential, retail, office	Trip Reduction Programs	T-7	0.80%
2.14	Integrate Affordable and Below Market Rate Housing	Include below market rate (BMR) housing for Very Low Income and Low Income categories. (% reduction pending affordable housing details in negotiation with Development Agreement )	LU-2	2 - residential	Land-Use	T-4	TBD



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.15	Unbundle Residential Parking from Property Costs	Separate a residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost.	PKG-1	4 – residential	Parking or Road Pricing/ Management	T-16	2.35%
2.16	Limit Residential Parking Supply	Reduce the total parking supply available at a residential project site to reduce the convenience of driving and encourage shifts to other modes.	PKG-4	5 – residential	Parking or Road Pricing/ Management	T-15	0.82%
2.17	Implement Pedal (Non-Electric) Bikeshare Program	Provide a bike share docking station (BayWheels or other) on-site.	N/A	N/A	Neighborhood Design	T-22-A	0.02%
2.18	Implement Scootershare Program	Establish scooter share access to Stonestown to provide alternative mode options.	N/A	N/A	Neighborhood Design	T-22-C	0.05%

Note: CAPCOA formulates trip reductions based on daily vehicle trips. The EIR specifies a 10% reduction in *weekday p.m. peak hour* vehicle trips. The correlation between the reduction in daily trips and peak hour trips may be calculated using the peak hour factor for the various land uses. The reduction in daily vehicle trips is provided for informational purposes only and should not be used as bases for determining compliance with Mitigation Measure M-TR-4a.



## Plan Effectiveness

The above menu of TDM options can be applied as needed to meet the ten percent vehicle trip reduction goal. The CAPCOA-formulated reductions demonstrate the maximum estimated reduction for each strategy for daily vehicle trips. The formulated measures in **Table 1** combine to achieve an estimated maximum reduction of approximately 7 percent<sup>1</sup> if all measures are implemented, although this is not directly correlated with the PM peak hour vehicle reduction required by the EIR. The project can reach the ten percent reduction goal by supplementing the CAPCOA measures with the non-formulated measures included in the San Francisco Planning Department's TDM Program. Planning includes these measures in their TDM program even though they don't have quantifiable effectiveness because they have proven to be useful trip reduction strategies in San Francisco's urban context. These measures are anticipated to be particularly effective in the dense, multi-use Stonestown context of the future. The menu includes TDM measures that provide high quality transit access and facilities within the site to not only reduce driving trips, but also to increase transit trips. Creating inviting spaces with measures like wayfinding, transportation information, improved pedestrian facilities with street lighting and security can enhance transit facilities to attract riders. Although they are not included in the menu above, the project sponsor may evaluate and implement additional measures such as employer rideshare/vanpool or commercial parking pricing if conditions shifted in the future to make these or other measures more appropriate for the project.

Ongoing monitoring and reporting allows Stonestown to take an iterative approach to TDM measure implementation. Adjustments will be made to the TDM plan that incorporate more measures or expand upon existing measures so that the site reaches the ten percent PM peak hour vehicle trip reduction.

While the TDM measures are designed and formulated to reduce new vehicle trips for the land uses proposed in the project, several measures will also reduce background trips for the existing mall and the neighborhood. Making the area more pedestrian, bicycle, and transit-friendly, and introducing new walkable land uses will benefit users outside of those within the target of the new development. While monitoring will document the vehicle trip generation of the built project, there will be corresponding reductions in trips to the existing mall which will contribute to the ten percent reduction.

## Detailed Review of Each Strategy

For each measure, the following items are described:

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<sup>1</sup> Per CAPCOA Handbook 2021 guidelines, the total effectiveness of all VMT reduction measures combined is not additive, but should be combined through multiplication due to diminishing returns when measures are implemented together to reduce a particular source of emissions. To reach the estimated maximum reduction of 7 percent, individual measure reductions are multiplied: Total Reduction = 1 - [(1 - A) x (1 - B) x (1 - C) x ...]



- Particulars about applying this strategy at Stonestown
- Target audience
- Phasing, if applicable
- Siting, if applicable

### 2.1. Provide Pedestrian Network Improvement

**Description:** The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient, and attractive to people walking. The Stonestown Design Standards and Guidelines (DSG) document specifies that street plan will conform to the San Francisco Better Streets Plan. Specific applications in the Stonestown context include a pedestrian network that rebalances the existing vehicular access for pedestrians using sidewalk extensions, raised crossings, internal paths, and bulb outs.

**Target Audience:** Residents, retail employees, office employees, visitors

**Phasing:** Prior to project construction, verify that the streetscape design includes safe and accessible rights-of-way.

### 2.2. Provide Bike Parking

**Description:** Bicycle parking would include both indoors (Class I) and outdoors (Class II). Class I spaces would be protected from the elements and can either be provided in the form of enclosed lockers or a secure room. A room can accommodate a greater density of bicycles but requires a large amount of consolidated space. Lockers take up more room overall but can be stacked vertically and are more flexible in their space requirement. In addition to the indoor spaces provided for residents and employees, open-air Class II parking spaces would be provided for the public and site visitors. An appropriate portion of both Class I and Class II bike parking facilities should be for larger bikes, such as cargo bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements<sup>2</sup> at a minimum. The bicycle parking ratios will be upheld by phase and to the extent possible, be spread across buildings appropriately based on their size, noting that buildings with fewer than six residential units may not each contain Class I bicycle parking due to space limitations.

**Target Audience:** Residents, retail employees, office employees, visitors

**Phasing:** Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking. Long-term bicycle parking would be installed

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<sup>2</sup> Section 155.2 of the San Francisco Building Code



in each building and would be available for use upon receipt of Certificate of Occupancy for each building.

**Siting:** See the Stonestown Design Standards and Guidelines (DSG) for bicycle parking design standards.

### 2.3. Provide End-of-Trip Bicycle Facilities

**Description:** The project would include bike parking, bike lockers, showers, and personal lockers to encourage commuting by bicycle. See Measure 2.2 for details regarding the quantity, phasing, and siting of all bicycle parking spaces for the project. To comply with guidance from the San Francisco TDM program, one shower and six personal lockers would be provided for every 30 indoor bicycle parking spots (Class I). End-of-Trip facilities would only include bicycle parking for retail and office employees, not residential bicycle parking.

**Target Audience:** Retail employees, office employees

**Phasing:** Prior to submittal of project construction permit applications, verify that the appropriate amenities have been included in the office and retail building designs. Showers and bike lockers would be installed in each building, as required, and would be available for use upon receipt of Certificate of Occupancy for each building.

**Siting:** Where Class I bicycle parking facilities are located for use by retail and office employees, these additional end-of-trip facilities will be included.

### 2.4. Offer Bike Share Memberships

**Description:** The Project could proactively offer complimentary bike share memberships to residents and employees at least once annually. Measure 2.17 proposes implementing a Bay Wheels bike share station on the project site, which would bring the site within 1,000 feet of a bike share station.

**Target Audience:** Residents, retail employees, office employees.



## 2.5. Bicycle Repair Station

**Description:** Bicycle repair stations typically include the basic tools required to fix a flat tire, adjust the chain and gears, and tighten brakes. Available tools would include, at a minimum, a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, Torx keys, screwdrivers, and spoke wrenches. A typical bicycle repair station is shown at right (source: Institute for Transportation Research and Education).



**Target Audience:** Residents, retail employees, office employees, visitors

**Siting:** Bicycle repair stations could be provided within Class I bicycle storage rooms on-site. Public bicycle repair stations could be located along the most heavily used bicycle routes.

## 2.6. Car-Share Parking

**Description:** The site would include carshare parking spaces as required by the San Francisco Planning Code<sup>3</sup>. Carshare signage would include wayfinding information from public access points. If the carshare spaces are not utilized (i.e. carshare companies decline to station vehicles there, or project residents or employees do not make use of carsharing), the designated spaces could be permanently repurposed for a bikeshare station, private vehicle parking, or other uses.

**Target Audience:** Residents, retail employees, office employees

## 2.7. Delivery Supportive Amenities

**Description:** Delivery supportive amenities make it easier for project residents/employees to obtain goods or services by delivery, rather than by making vehicle trips. These amenities include features that permit deliveries in a manner and at a time convenient for both delivery companies and the recipients of deliveries, such as temporary storage areas for packages and other deliveries and temporary refrigeration for grocery deliveries.

**Target Audience:** Residents and employees

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<sup>3</sup> Table 166 of the San Francisco Planning Code: 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200.



**Phasing:** Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

**Siting:** Specific building plans are still being developed for the Stonestown; therefore, it is not yet feasible to identify which specific buildings could be appropriate for delivery supportive amenities.

## 2.8. Family TDM Package

**Description:** Family TDM amenities reduce vehicle trips by making it easier for families to meet their needs using carshare, which makes it easier for families to forgo private vehicle ownership. Family TDM provisions address challenges that families or households face in making trips without a private vehicle. Amenities could include on-site secure storage for personal car seats, strollers, and athletic gear. Additionally, they could include the provision of collapsible shopping or utility carts and cargo bicycles.

**Target Audience:** Residents

**Phasing:** Family TDM amenities would be purchased and implemented prior to occupation.

**Siting:** For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space could be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts could be provided at a rate of one per every 10 dwelling units and one cargo bicycle Class I parking stall will be provided for every 20 dwelling units.

## 2.9. On-Site Childcare

**Description:** On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. One on-site childcare facility is considered within the project, the specifics of which will be finalized as part of the Development Agreement.

**Target Audience:** All site users, as well as families in neighboring areas. Childcare spaces would be first offered to employees (part-time and full-time) and residents at the project site, and then for people residing within approximately one mile of the project site, before being offered to the general public.

## 2.10. Implement Subsidized or Discounted Transit Program

**Description:** The property owners could subsidize transit passes for employees and residents of Stonestown. Decreasing the cost of transit for users improves its competitiveness against using a private vehicle.

**Target Audience:** Residents, retail employees, office employees





### 2.11. Multimodal Wayfinding Signage

**Description:** Wayfinding signage directs residents, employees, and visitors to transportation services and infrastructure, including transit, bike share, carshare parking, bicycle parking and amenities, etc. Abiding with standards in the DSG, signage would be located both indoors and outdoors, and outdoor signage would be constructed to withstand weather elements. The property owner would provide signage to guide people walking to nearby destinations and transportation facilities. The property owner would coordinate with SFMTA and other local and regional agencies during implementation.

**Target Audience:** Residents, retail employees, office employees, visitors

**Phasing:** Wayfinding signage would be installed prior to occupation

### 2.12. Real Time Transportation Displays

**Description:** Real-time transportation information displays, including large television screens or computer monitors, Communicate sustainable transportation options and support informed trip-making. Displays would be installed in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

**Target Audience:** Residents, retail employees, office employees, visitors

### 2.13. Tailored Transportation Marketing Services

**Description:** Stonestown could promote their commute trip reduction program through marketing to discourage single occupancy vehicle trips and encourage alternative modes of transportation. This would include providing promotions and welcome packets to new residents, a personal consultation for new residents, and requesting a commitment to trying new transportation options (e.g. to try transit, carpooling, or bicycling within the first month of moving to the site). Promotion could feature all TDM features, nearby transit availability, and access to alternative modes. Additional elements of this measure, as recommended by CAPCOA, are onsite and online commuter information services, employee transportation coordinators, onsite or online transit pass sales, and guaranteed ride home services. Onsite information services could include welcome packets with information about the available options, promotions, and campaigns. The measure could also include private consultations to explain the options and their benefits, request for commitment, one-time incentives, and other options which would encourage shifts to alternative modes. The project may provide residents with customized information, incentives, and support to encourage the use of alternative modes of transportation. This would include a consultation with advisors to discuss personal travel needs and alternatives.

**Target Audience:** Residents, retail employees, office employees



## 2.14. Integrate Affordable and Below Market Rate Housing

**Description:** The project would include below market rate housing. Research indicates that Affordable Housing units generate fewer vehicle trips than market rate housing. Additionally, this measure provides greater opportunities for lower income families to live closer to job centers and achieve a jobs/housing match near transit. A greater share of affordable housing at Stonestown correlates with a greater trip reduction potential<sup>4</sup>. These designations would be permanent for the life of the project. The CAPCOA vehicle trip reduction estimate will depend upon negotiation of the affordable housing details in the Development Agreement.

**Target Audience:** Residents

## 2.15. Unbundle Residential Parking

**Description:** The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units. Complying with San Francisco Planning Code, residential parking would not be sold or rented with residential units in either for-sale or rental buildings. Residents or workers who wish to have a car onsite would have to pay separately for use of a parking space. Residential parking spaces would be leased at market rate.

**Target Audience:** Residents

**Phasing:** Unbundled parking policies would be implemented as residents purchase or lease property within the project. Prior to construction of later phases of the project, the project sponsor will review with the City the utilization of parking spaces from earlier phases using data collected as part of ongoing monitoring and reporting, to inform whether parking ratios for later phases could be lowered. Other information to factor into this decision would include availability of public transit options, performance of the TDM program, and other transportation trends.

## 2.16. Limit Residential Parking Supply

**Description:** The project may provide fewer residential parking spaces than dwelling units to encourage residents to travel by alternative modes and limit the availability of private vehicle storage. The CAPCOA vehicle trip reduction estimates presented in this document assume that the residential parking supply would be reduced to approximately 80% of the demand.

**Target Audience:** Residents

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<sup>4</sup> [CAPCOA Handbook 2021](#), Measure T-4: Integrate Affordable and Below Market Rate Housing.



### 2.17. Implement Bikeshare Program

**Description:** Bike share is a service in which bicycles are made available for shared use to individuals on a short term basis for a price that varies based on how long the bike is used. Bay Wheels, operated by Lyft, is the Bay Area's current bike share system, which offers both dock-based bikes and dockless e-bikes. Like most systems, it allows users to borrow bikes at one location and return them to a different location. Current annual memberships allow users to check out a traditional bike for 45 minutes at a time at no additional cost.

**Target Audience:** Residents, retail employees, office employees, visitors

**Phasing:** At this time, there are no stations installed at the Stonestown Galleria. In the event that Lyft and the City decide to expand the system to the project site, Property Management would coordinate with SFMTA to reallocate curb space to accommodate 1-2 bike share stations on the project site.

**Siting:** Although bikeshare bicycles may be parked anywhere abiding by bicycle parking recommendations, they may be concentrated at the proposed micro-mobility hub.

### 2.18. Implement Scootershare Program

**Description:** Scootershare is a service which makes dockless scooters available to individuals for a short-term basis for a price that varies based on how long the scooter is in use. Pricing for scooters varies based on the operating company of the scooter. Stonestown is already included in the service area for multiple shared scooter companies.

**Target Audience:** Residents, retail employees, office employees, visitors

**Siting:** Although scooters may be parked anywhere abiding by scooter parking recommendations, they may be concentrated at the proposed micro-mobility hub.



### 3. Vehicle Parking Plan

This chapter describes the supply, location, and purpose of off-street parking at Stonestown. While the EIR project description and the Design Standards and Guidelines (DSG) provide some information relating to these spaces, this plan provides additional detail about siting, quantity, and typology. This chapter describes off-street parking separately for the existing mall, the proposed project, and the site as a whole.

The guidelines presented in this chapter are intended to supplement the loading mitigation measures included in the EIR, such as M-TR-6 “Develop a Loading and Operations Plan (DLOP)”.

#### Vehicle Parking

##### *Land Use and Transportation Context*

Stonestown Galleria is uniquely located adjacent to San Francisco State University, Lake Merced Park, and single-family housing in the Sunset District on the west side of the City. The existing site contains approximately 3,400 parking spaces which surround the mall. The proposed plan’s approach to parking will complement the reutilization of surface level parking with mixed-use development by introducing wrapped parking levels aboveground, underground parking, and one stand-alone parking garage.

The site is accessible via transit, bicycle, and walking, which contributes to needing less parking than in a more suburban setting. Transit stops are located on 19<sup>th</sup> Avenue and Winston Drive including the following bus and light-rail lines: 18 (46<sup>th</sup> Avenue), 28 (19<sup>th</sup> Avenue), 29 (Sunset), 57 (Parkmerced), 58 (Lake Merced), M Line (Ocean View).

The proposed project includes protected bike facilities on the roads within the project site, which will connect to existing bike facilities on Ocean Avenue, Winston Drive, and 21<sup>st</sup> Avenue. Additionally, the surrounding area has good pedestrian connectivity, allowing access to the site via walking. On-site residences also allow people to access the retail, commercial, and other services without the use of a private vehicle.

##### *Parking Supply*

This plan allows for a maximum parking count of 4,861 parking spaces at full buildout, subject to compliance with a maximum parking ratio of 1 space per dwelling unit for residential uses and a maximum parking count of 3,400 spaces for all non-residential uses, including replacement parking for the Stonestown Galleria mall. The use of ratios guides parking quantity while accounting for variability in the land use and phasing plans, subject to the total parking maximums set forth above. **Figure 1** shows the anticipated construction phasing for the project – parking ratios over time are shown in **Figure 3** showing the progressive incorporation of each phase. These calculations account for both the removal of existing, mostly surface lot spaces and construction of new parking facilities. The total number of existing parking spaces is 3,400, including approximately 250 spaces in an underground facility. **Figure 2** shows the existing distributions throughout the site, corresponding to the construction phases shown in **Figure 1**.



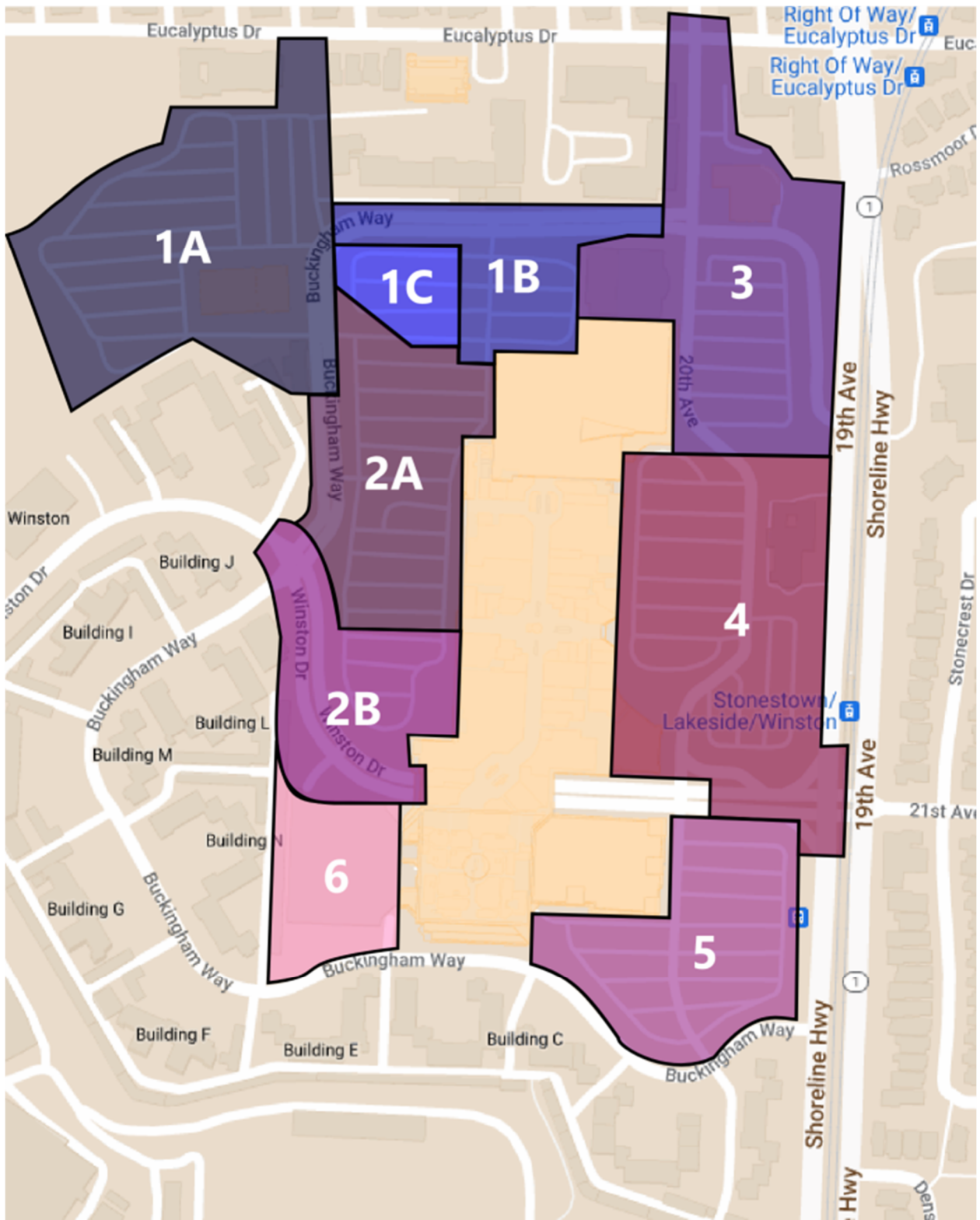


Figure 1. Proposed Site Phases



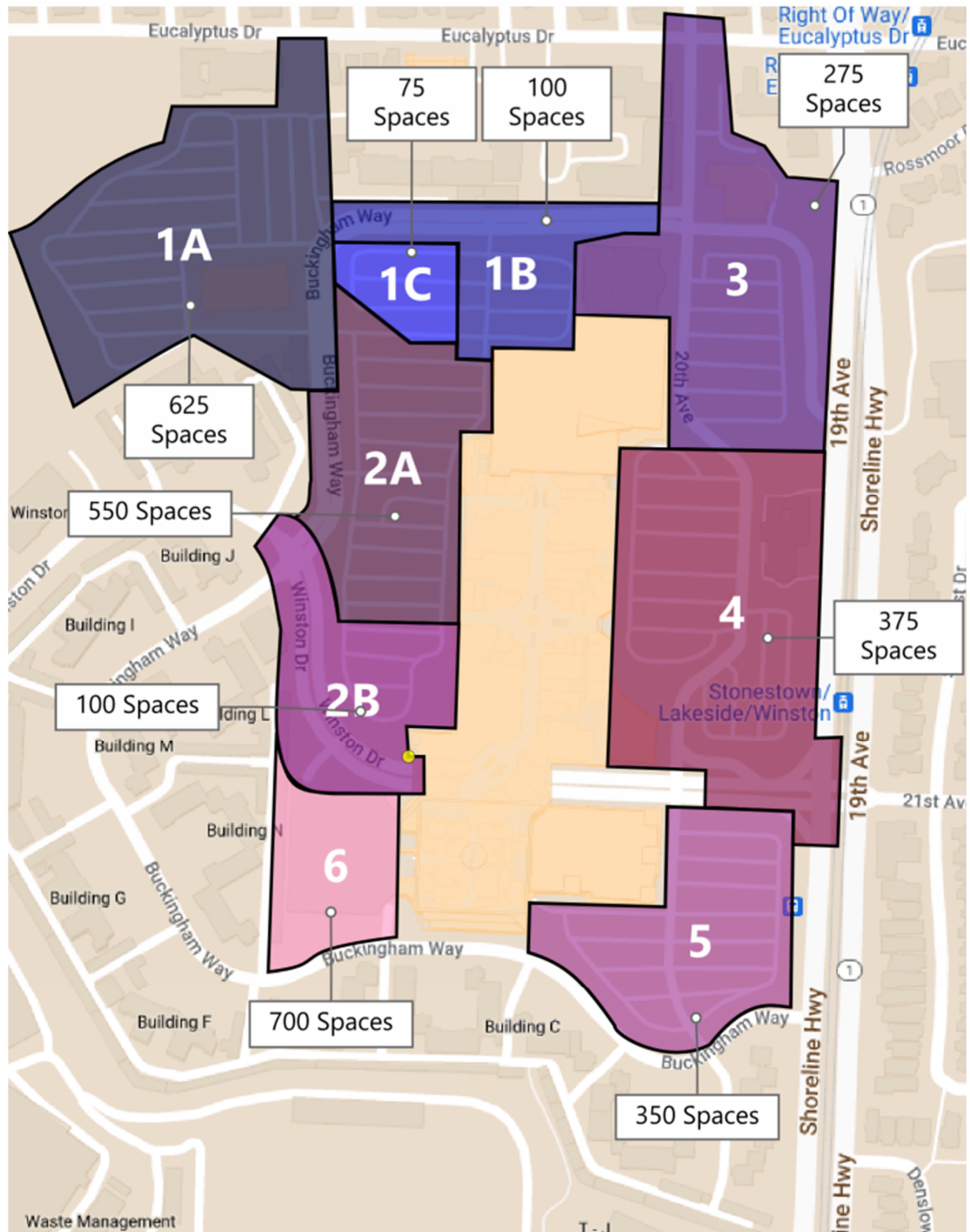


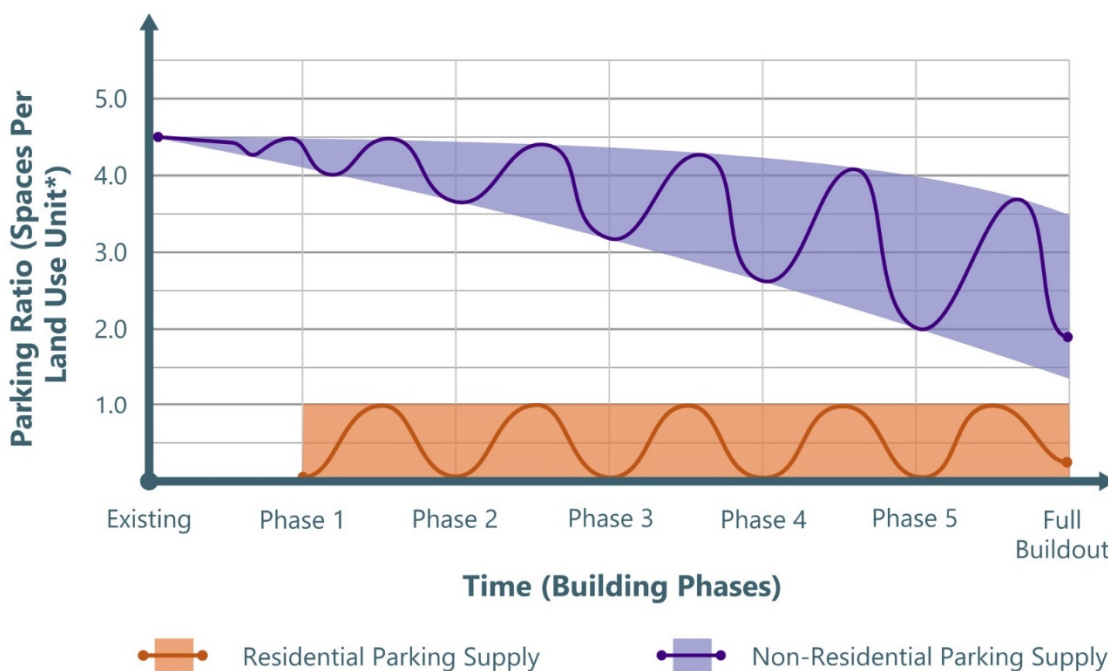
Figure 2. Existing Surface Parking Counts (Approximate)





The existing parking supply for the Stonestown Galleria is approximately 4.5 spaces for every 1,000 square feet of commercial space. As new buildings are constructed on surface parking lots, it is anticipated that the parking supply for the existing mall would generally decrease (though a portion of spaces in the new parking garages would be designated as replacement spaces for the existing mall). The Project Sponsor aims to limit parking construction in line with market feasibility. At full buildout, the parking ratio for commercial space (including the existing mall square footage) would decrease from today's 4.5 to between 1.4 and 3.5 spaces for every 1,000 square feet of commercial space. The range is due to the flexible ratio associated with residential parking; if more parking is dedicated to residential uses, less parking would be available for commercial uses and vice versa. Residential parking would be capped at 1 space per unit for all project phases. The non-residential ratio is slowly reduced with each phase to allow time for TDM measures to take full effect and for employees and visitors to change their travel habits and adopt alternative modes of travel. The proposed parking plan will not exceed the maximums established by San Francisco Planning Code section 151.

**Figure 3. Parking Ratio Ranges by Phase for Entire Site, incl. Existing Mall**



\*Land Use Unit varies between residential and non residential parking ratio calculations. Residential parking ratio is calculated as spaces per dwelling unit. Non-residential parking ratio is calculated as spaces per 1,000 square feet of gross floor area.

If phasing unfolds differently than shown in **Figure 1**, the parking ratios for interim phases 1-5 may vary, but the total amount of parking will not exceed 4,861 parking spaces in the Project Site. Furthermore, the final ratios for the overall site at Phase 6 (full buildout) will stay within the ranges shown above.



### *Parking Management Strategies*

Strategic parking management is a cornerstone of the Stonestown transportation program. The proposed project will reduce the relative supply of parking compared to the amount of commercial space, which will help to motivate the use of alternative modes for visitors, employees, and residents of the site. There are three components to the parking management strategy which will alleviate the pressure on parking supply:

- The dense, mixed-use physical design and the transit-adjacent location of the site
- TDM measures which support alternative modes and discourage private vehicle use
- Additional parking management strategies to disincentivize driving

As described in Section 2, the location of the site and the physical properties of the proposed project allow access to the site without private vehicle use. Mixed-use developments eliminate residents' need to use a private vehicle to access the commercial goods and services at the site. Additional trips will be reduced by the ease of access via transit and the proposed inclusion of high-quality pedestrian and bicycle facilities.

The TDM measures identified in Chapter 2 collectively aim to reduce the number of people accessing the site through supporting alternative modes and disincentivizing the use of private vehicles. The most direct parking management strategy identified is unbundling the cost of residential parking from the cost of rent, lease, or ownership (described in section 2.15). Unbundling may be applied to residential parking spaces only.

Parking pricing has been shown to be a highly effective mechanism in changing parking and travel behavior. Charging for non-residential parking is not proposed as part of the initial TDM plan, but is a potential future strategy under consideration that could be implemented if parking demand increases beyond current expected levels. If parking pricing is implemented later in the project lifespan, hourly parking prices could be set based on market prices in the surrounding neighborhood.





# Appendix A: Driveway Loading Operation Plan (DLOP) Guidelines



## **Exhibit S-2**

### **Stonestown Rules & Regulations for Publicly Accessible Private Streets**

These Regulations (“**Regulations**”) shall govern the use, maintenance, and operations of the Publicly Accessible Private Streets, which are shown on Exhibit H-1, and include 20<sup>th</sup> Avenue, Street A, Street B, Street C, Buckingham Way (N) and Buckingham Way (W).

Unless otherwise specified in this Exhibit S-2, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit S-2 is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

#### **1. Authorities**

##### a. Developer, Mall Owner and/or Master Association

The Developer, Mall Owner and/or Master Association have authority to control, manage, and operate the Publicly Accessible Private Streets, subject to Developer’s rights and obligations in the Agreement, including the Transportation Exhibit that is Exhibit S of the Agreement and these Regulations. Developer, Mall Owner, and/or Master Association shall have the right to enforce the public access, operational standards, and maintenance and repair provisions of these Regulations. The City shall have the right to enforce the obligations of Developer under these Regulations.

##### b. Rules to Be Obeyed

No person shall willfully disobey or violate the Code of Conduct governing the use by the public of the Publicly Accessible Private Streets, which rules, at the time, are posted in some conspicuous place in that area to which the rule or regulation applies. The posting may be in the form of a QR code (or its functional equivalent) and a website address providing such information.

#### **2. Public Use; Maintenance of Publicly Accessible Private Streets**

Upon Completion of the Publicly Accessible Private Streets in accordance with the Agreement, Developer, Management Association and/or Mall Owner shall operate, for the life of the Project, the Publicly Accessible Private Streets for public travel and use in the same manner as public streets (except for temporary closures pursuant to Section 4 below), including vehicular, pedestrian and bicycle passage and loading, subject to the terms of these Regulations and the Agreement. The Master Association, Developer and/or Mall Owner will maintain the Publicly Accessible Private Streets in good and clean condition and repair. Significant conditions that pose a threat of damage to property or injury to persons, significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations, obstructions to vehicular or pedestrian access, litter, and debris on travel ways will be removed or repaired promptly. Street trees will be maintained in a healthy condition, subject to water conservation restrictions imposed by

governmental agencies. As used in these Regulations, “life of the Project” means so long as the Project or any modification of the Project remains in existence.

### **3. Regulations for Operation and Parking of Vehicles**

Developer, Mall Owner and/or Management Association shall adopt and implement and may update from time to time a code of conduct for public use of the Publicly Accessible Private Streets (“**Code of Conduct**”), applicable to members of the public during use of the Publicly Accessible Private Streets. The Code of Conduct shall include the rules listed below, but may impose additional reasonable time, place and manner restrictions on the use of the Publicly Accessible Private Streets by the public so long as such restrictions do not conflict with these Regulations and the Transportation Exhibit, are consistent with the public use purposes set forth in Section 2, and are otherwise consistent with Applicable Law. The Code of Conduct is subject to update and change by Developer, Mall Owner and/or Management Association without approval or consent by the City, so long as the updates do not conflict with these Regulations, the Transportation Exhibit, or the public use purposes set forth in Section 2, and are consistent with Applicable Law.

- a. No person shall drive or propel any vehicle on any portion of the Publicly Accessible Private Streets except as designated for use by such vehicular traffic.
- b. All persons operating vehicles on the Publicly Accessible Private Streets must drive or propel them in a careful manner, at a lawful rate of speed, and in accordance with the applicable rules and regulations of the San Francisco Transportation Code and California Vehicle Code.
- c. No person shall wash, grease, or repair any vehicle in any Publicly Accessible Private Street except insofar as repairs may be necessary for the immediate removal of any damaged or disabled vehicle from a Publicly Accessible Private Street.
- d. No vehicle shall be parked on any Publicly Accessible Private Street, except in a designated parking space.
- e. No person shall allow any automobile or other vehicle to remain parked in any parking space on a Publicly Accessible Private Street that is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.
- f. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking space on a Publicly Accessible Private Street, except for vehicles making deliveries to the Project Site or the Stonestown Galleria Mall in authorized loading zones (including commercial loading or parking zones), or unless allowed otherwise by permit issued by Developer, Management Association and/or Mall Owner.
- g. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking space on a Publicly Accessible Private Street, unless

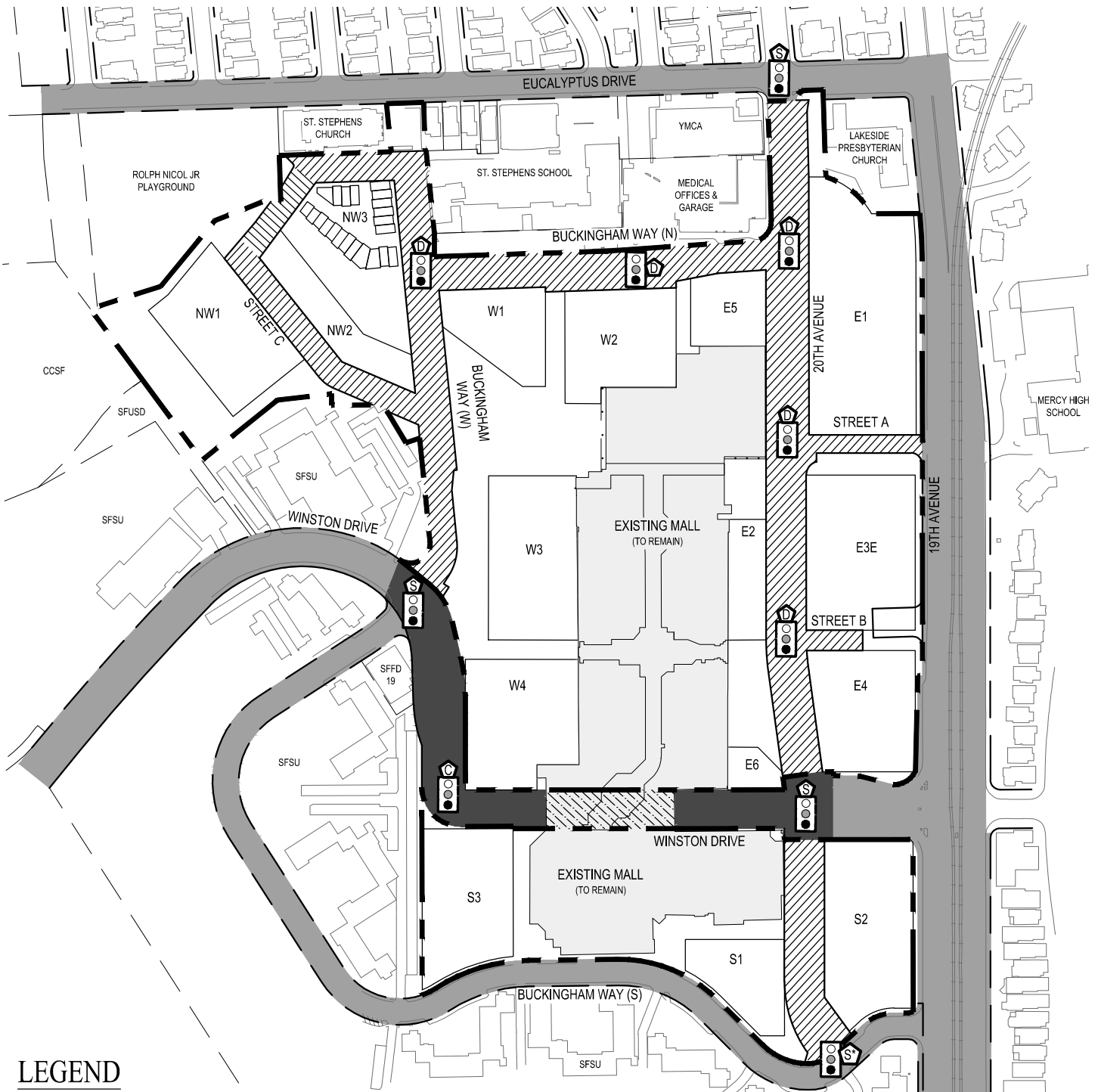
otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.

- h. No person shall obstruct vehicular traffic on the Publicly Accessible Private Streets, or substantially obstruct pedestrian passage on sidewalks of the Publicly Accessible Private Streets, or engage in petitioning, leafletting, demonstrating, or soliciting, in an aggressive manner or otherwise in violation of reasonable time, place and manner restrictions imposed by Developer, Management Association and/or Mall Owner, after being warned by a law enforcement officer or the Developer, Management Association and/or Mall Owner not to do so, except as otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.
- 4. Temporary Closures.** Notwithstanding anything to the contrary herein or in the Agreement, Developer, Mall Owner and/or Management Association shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Publicly Accessible Private Streets to the public from time to time for any of the following reasons, which temporary closure shall continue for as long as Developer, Mall Owner and/or Management Association reasonably deems necessary to address the circumstances below; provided, however, no closure except for a temporary closure resulting from an Emergency shall block any (i) code-required ingress to or egress from a Building within the Project Site, (ii) emergency access, or (iii) any access to Transit Service (as defined in the Transportation Exhibit) without prior notification to and, if applicable pursuant to the Transportation Exhibit, consent from the SFMTA, as detailed in the Transportation Exhibit.
- a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, actual or threatened criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or pursuant to a local, state or federal public health order during a pandemic, epidemic, or other public health emergency), Developer, Mall Owner, and/or Management Association may temporarily close the Publicly Accessible Private Streets (or affected portions thereof) for the duration of the emergency in any manner reasonably deemed necessary or desirable to promote public safety, security, and the protection of persons and property.
  - b. Maintenance and Repairs. Developer, Mall Owner and/or Management Association may temporarily close the Publicly Accessible Private Streets (or affected portions thereof) in order to make any improvements, repairs or perform any maintenance as Developer, Mall Owner and/or Management Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Publicly Accessible Private Streets; provided such closure may not impede emergency vehicle access. If reasonably practicable, Developer shall schedule maintenance and repairs so that vehicular, bicycle, and pedestrian access to the Publicly Accessible Private Street is still maintained.
  - c. Temporary Construction Staging. Developer, Mall Owner and/or Management Association may temporarily restrict or prohibit access to a Publicly









Accessible Private Street (or affected portion thereof) for limited duration and as reasonably necessary for temporary construction staging related to any phase of development of the Project (during which time the subject improvements and area will not be used by the public) to the extent that such construction is in accordance with the Agreement and the Approvals.

- d. Special Events. Members of the public or other entities sponsoring events (“**Event Sponsors**”) shall have the right to request the use of a Publicly Accessible Private Street for a private or public special event, including block parties, gatherings, assemblies, celebrations, festivals, receptions, or other event (“**Special Event**”) that is appropriate in scale for the Publicly Accessible Private Street. Prior to closing any Publicly Accessible Private Street for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Publicly Accessible Private Street for a period of seventy-two (72) hours prior to the Special Event. All Special Events in a Publicly Accessible Private Street must be approved in advance by Developer, Mall Owner and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer, Mall Owner and/or Master Association may require payment in the form of a permit fee or other charge for use of the Publicly Accessible Private Street for a Special Event, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event.
5. **Arrest or Removal of Persons**. Developer, Mall Owner and/or Management Association shall have the right (but not the obligation) to use lawful means to remove any person who creates a public nuisance, does any act injurious to persons, animals, the Publicly Accessible Private Streets, or any structure, equipment, apparatus, or appliance therein; or who otherwise violates the applicable Regulations or Code of Conduct, or who commits any crime including infractions or misdemeanors in or around the Publicly Accessible Private Streets.
6. **Removal of Obstructions**. Developer, Mall Owner and/or Management Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, thing, personal belonging, or equipment left, abandoned or deposited on the Publicly Accessible Private Streets.
7. **Permissive Use**. Developer, Mall Owner and/or Management Association may post at each entrance to the Publicly Accessible Private Streets, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: “Right to pass by permission, and subject to control of owner: Section 1008, Civil Code.” Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Publicly Accessible Private Streets for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Publicly Accessible Private Streets other than the temporary access rights and interests expressly granted in this Agreement. The right of the public or any person to make any use whatsoever of the Publicly Accessible Private Streets or any portion thereof is not meant to be an implied dedication for the benefit of, and does not create any rights or interests in, any third parties.

8. **Notice of Special Restrictions.** These Regulations shall be incorporated into a Notice of Special Restrictions (“**Streets NSR**”) recorded by Developer against Parcels within the Project Site that include a Publicly Accessible Private Street with each Final Subdivision Map of the Project Site that includes any such Parcel or Parcels. The Streets NSR will provide Developer, Management Association and/or Mall Owner with the right to record a termination of the Streets NSR at the end of the life of the Project, and City will cooperate with Developer, Management Association and/or Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer, Management Association and/or Mall Owner to effectuate such termination.

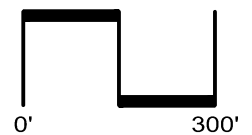


**LEGEND**

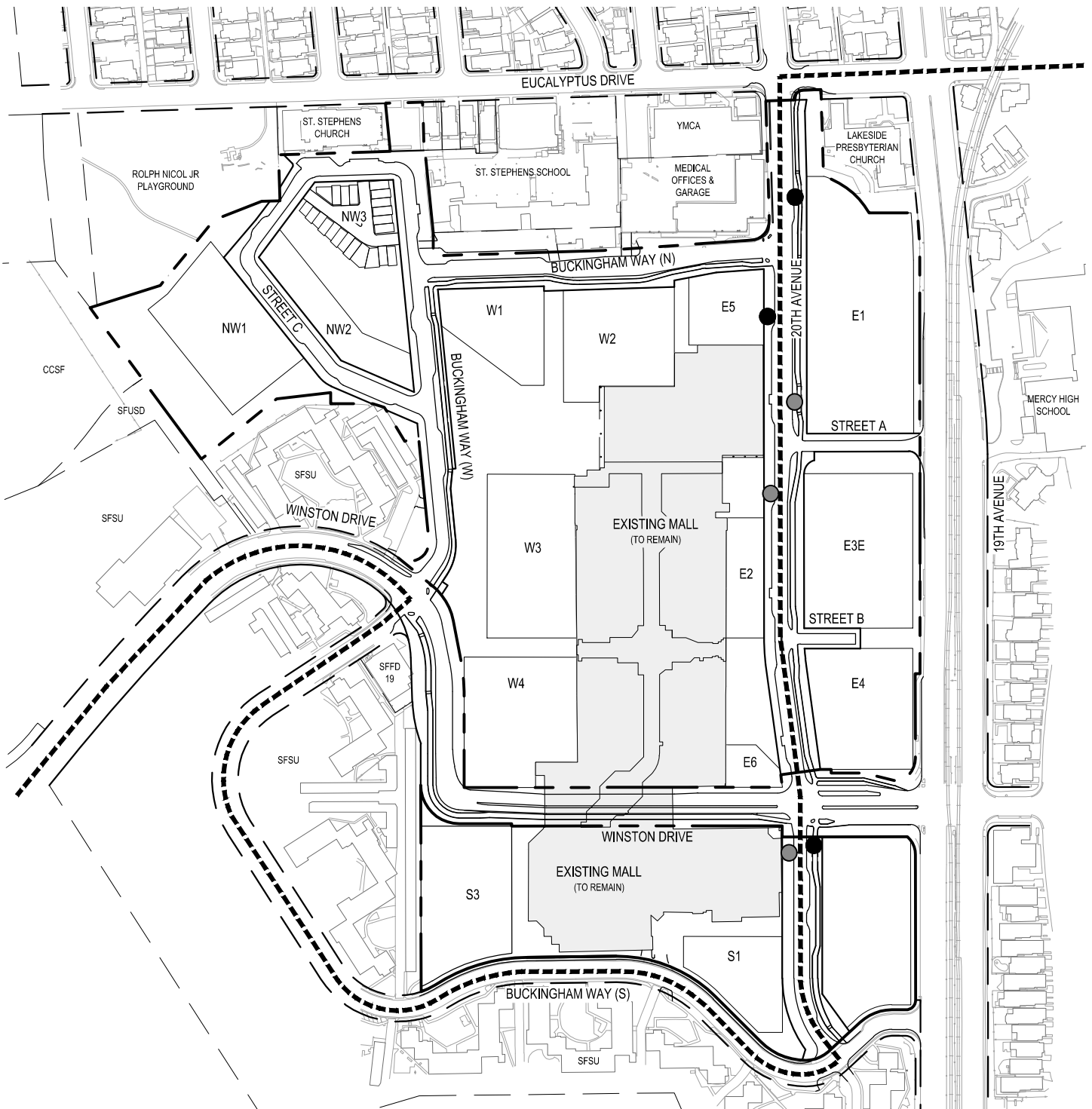
-  PUBLIC STREET
-  PUBLICLY ACCESSIBLE PRIVATE STREET
-  CITY UNACCEPTED STREET WITH VERTICAL PARCEL OVERHEAD
-  CITY UNACCEPTED STREET
-  TRAFFIC SIGNAL
-  CITY MAINTAINED TRAFFIC SIGNAL
-  CITY MAINTAINED TRAFFIC SIGNAL – SHARED INTERSECTION
-  DEVELOPER MAINTAINED TRAFFIC SIGNAL

**NOTE:**




- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE
- (2) \* POTENTIAL SIGNAL, SEE INFRASTRUCTURE PLAN SECTION 5.2.4



**EXHIBIT S-3 - TRAFFIC SIGNALS**

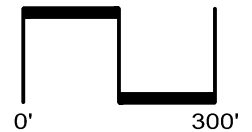


**LEGEND**

-  MUNI 57 BUS ROUTE (2-WAY)
-  EXISTING SFMTA BUS STOP
-  NEW SFMTA BUS STOP

**NOTE:**

- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE
- (2) REFER TO INFRASTRUCTURE PLAN FIGURE 5.7 FOR OTHER STOPS AND FULL PROPOSED TRANSIT NETWORK



**EXHIBIT S-4 SFMTA BUS STOPS ON PUBLICLY ACCESSIBLE PRIVATE STREETS**