

This agreement signed July 25, 2018, signifies the shared goals of the India Basin Neighborhood Association (“IBNA”) and India Basin Investment, LLC. (“Developer”) for revitalizing the India Basin community by creating a 21st century village for all San Francisco to enjoy through the development of the 700 Innes project:

- Comprehensive Planning
- Economic Success
- Environmental Protections
- Transportation Improvements
- Recreation Opportunities

This agreement is to be considered in tandem with IBNA Board of Directors’ Resolution of May 6, 2017, *Establishing Public Benefit Criteria for Supporting Proposed Height Increases in India Basin Neighborhood*, which established clear guidelines surrounding any proposed building height increases, in certain limited situations due to the clear public benefit conferred by a particular development.

1. With this signed agreement, IBNA agrees to support the 700 Innes project, as defined at <http://indiabasinsf.com> as of the date of signing, with a letter of support to the Planning Department and Board of Supervisors and testimony at Planning Commission and Board of Supervisor hearings.
2. In the spirit of being good neighbors, IBNA and Developer agree to continue to constructively communicate on the implementation of elements of this agreement, on future planning decisions, and on the resolution of issues that may arise on the 700 Innes project.
3. For the safety of a growing community, within three months of the Board of Supervisors’ project approval IBNA and Developer agree to advocate for an interim Blue Greenway to be built within 12 months of the Board of Supervisors’ project approval; that the interim Blue Greenway be a bike and walking path, not on Innes Avenue, that connects from India Basin Shoreline Park, through 900 Innes, through the 700 Innes project, and to Donahue Street at the San Francisco Shipyard; that advocacy be to Five Point and to the Recreation and Park Department (RPD) and regulatory agencies overseeing the remediation and development of the Shipyard and 900 Innes; that the interim Blue Greenway will be maintained until replaced by a permanent version; that the interim Blue Greenway may need to adjust during construction phases; and that Developer will support installation of said interim Blue Greenway through the 700 Innes project in coordination with the full interim Blue Greenway.
4. To enhance the existing neighborhood in anticipation of years of construction, Developer agrees that within 12 months of the Board of Supervisors’ project approval it will sponsor the installation of interim use spaces and further agrees to market and maintain these interim use spaces until permanent construction of similar elements is complete. Interim use spaces will include, but are not exclusive to:
 - a. A meeting and information space available to the India Basin community
 - b. A structure available for food and beverage service
 - c. A location available with capacity to host events and food sales
 - d. Public art

5. As a further effort to enhance the existing neighborhood in anticipation of years of construction, Developer agrees that Phase One of the 700 Innes project begins between Innes Avenue, Earl Street, Arelious Walker Street, and New Hudson Avenue.
6. Developer agrees to work with Five Point and PG&E to underground utilities on Innes and Hudson Avenues between Griffith and Earl Streets in phases matching the development of the fronting properties and to advocate for and encourage owners of property from Evans Street and Jennings Avenue to Innes Avenue and Donohue Street to underground utilities during the same period.
7. To meet transit-first goals of the city of San Francisco, Developer agrees that within three months of Board of Supervisors' project approval it will work with IBNA to advocate for a community-based planning process with SFMTA to implement transportation improvements on Innes Ave and the broader India Basin neighborhood.
8. In keeping with the City's requirement that 25% of the entire India Basin project be comprised of "affordable" units, Developer agrees that:
 - Up to 75 units can fee out (19% of affordable or 5% of total units)
 - Up to 180 units can be low income stand-alone on-site (46% of affordable or 11% of total units)
 - At least 139 inclusionary units (35% of affordable or 9% of total units)
9. The affordable housing built on-site will be subject to the requirements set forth in Section 415 of the Code, which states that they shall be "comparable in number of bedrooms, exterior appearance, and overall quality of construction to market rate units in the principal project."
10. IBNA agrees to advocate for and Developer agrees to work with the San Francisco Public Library (SFPL) to site a branch library within the 700 Innes project.
11. To provide opportunities for recreational, educational, and community gatherings, Developer agrees to develop the space and facilitate permanent occupation of a flexible community event space that includes amenities such as rest room facilities, a kitchen, sound system, and audio-visual capacity within the 700 Innes project.
12. To help alleviate the India Basin food desert, Developer agrees to include a permanent food marketplace within the 700 Innes project. Note that the marketplace could be combined with the above-mentioned community event space to create a Faneuil Hall of the west.
13. To maintain cordial relations between existing residents and residents of the 700 Innes project, Developer agrees to support permanent representation to IBNA (or its successor organizations) on any India Basin advisory board or body to the 700 Innes project and the parks of India Basin.



Jill Fox, Chair, for
India Basin Neighborhood Association

Date July 25, 2018



Grant Barbour, Partner, for
India Basin Investment, LLC

Date 7/25/18