



SAN FRANCISCO PLANNING DEPARTMENT

Memo to the Planning Commission Large Project Authorization

HEARING DATE: AUGUST 8, 2013

Date: August 1, 2013
Case No.: **2011.0430XE**
Project Address: **480 Potrero Avenue**
Zoning: UMU (Urban Mixed Use) Zoning District
58-X Height and Bulk District
Block/Lots: 3973 / 002C
Project Sponsor: Reza Khoshnevisan
SIA Consulting Corp.
1256 Howard Street
San Francisco, Ca. 94103
Staff Contact: Ben Fu – (415) 558-6613
ben.fu@sfgov.org
Recommendation: **Approval with Conditions**

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On July 18, 2013, Planning Commission reviewed the proposed project at 480 Potrero Avenue under an approval of the Final Mitigated Negative Declaration (FMND). As no action was taken, the project was continued to August 8, 2013. Planning Commission suggested changes be made to accentuate façade differentiation of the two street frontages and to provide a better transition to and relationship with the adjacent historic resource commonly known as the Verdi Club. Also, the Motion (attached) has been revised to incorporate project changes and the revised CEQA Findings on pages 1, 2, 19 and 27. All changes/additions in the Motion are shown in gray.

The project sponsor made the following modifications:

- A reduction in the mass adjacent to the Verdi Club to the west with a 6-foot setback at the top two floors from property line.
- Net reduction in area of more than 500 square feet from the previous design.
- Loss of two (2) units, from 77 to 75.
- New higher ratio of Family Sized Units as a result from reduced massing and unit loss.
- Proposed more relief in the fenestration; providing more articulation in the composition of the building with breaks in the massing.
- Providing stronger symmetry in the primary order of the building.
- Reduced the height of the projecting box bays at the south (Mariposa) elevation to address variation in design.
- Adjusted windows to improve the proportion and scale.



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Executive Summary Large Project Authorization

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PROJECT DESCRIPTION

The project proposes the construction of a six-story, 58-foot-tall, residential building of approximately 80,000 square feet in size on a vacant lot. The new building would contain 75 residential units (three studios, 39 one-bedrooms, 25 two-bedrooms and eight three-bedrooms) and 47 parking spaces in a one-level basement parking garage. Approximately 10,000 square feet of common open space would be provided by an open courtyard and a roof deck. Pedestrian access would be from both Potrero Avenue and Mariposa Street while vehicular access to the parking garage would be from Mariposa Street.

SITE DESCRIPTION AND PRESENT USE

The rectangular project site (Assessor's Block 3973, Lot 2C) totals 15,000 square feet in size and is located at 480 Potrero Avenue on the northwest corner of Potrero Avenue and Mariposa Street near the boundary of the Mission and Potrero Hill neighborhoods, where the topography is primarily flat with a northwest slope and seven-foot grade change. The project site is currently a vacant lot with a 100-foot wide frontage on Potrero Avenue and a 150-foot wide frontage on Mariposa Street. The site is within the Urban Mixed Use (UMU) District and a 58-X Height and Bulk District. The project site is located in the eastern portion of the Mission Area Plan, which is one of the area plans adopted through the Eastern Neighborhoods Planning effort.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project site is located at 480 Potrero Avenue, on the northwest corner of Potrero Avenue and Mariposa Street, near the boundary of the Mission and Potrero Hill neighborhoods. The surrounding zonings are UMU with PDR-1-G one block away to the west and RH-2 one block away to the east. Land uses in the surrounding neighborhood are mixed, and include residential, industrial, commercial, office, and automotive service facilities. Development along the west side of Potrero Avenue from Mariposa Street to 17th Street comprises a two-story, industrial building (Sunny Auto Body) and a two-story, office building (currently occupied by Horizons Unlimited) which also fronts on 17th Street. Along the east side

of Potrero Avenue, from 17th Street to Mariposa Street, is a gasoline and service station and multiple residential, industrial, office and commercial buildings. Immediately adjacent to the project site, along the north side of Mariposa Street from Potrero Avenue to Hampshire Street is a two-story historic building (Verdi Hall), and a two-story office building that also fronts on Hampshire Street. Across the project site, along the south side of Mariposa from Potrero Avenue to Hampshire Street, is a 64-unit apartment complex that fronts on Hampshire Street, Mariposa Street, and Hampshire Street; and a three-story, office building (Homeless Prenatal Program) that also fronts on 18th Street.

ENVIRONMENTAL REVIEW

On October 17, 2012, an appeal of the Mitigated Negative Declaration was filed with the Department.

On August 8, 2013, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2011.0430X and the Appeal of the Mitigated Negative Declaration, 2011.0430E.

On August 8, 2013, the Commission upheld the PMND and approved the issuance of the Final Mitigated Negative Declaration (FMND) as prepared by the Planning Department in compliance with CEQA, the State CEQA Guidelines and Chapter 31.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	June 28, 2013	May 31, 2013	48 days
Posted Notice	20 days	June 28, 2013	May 31, 2013	48 days
Mailed Notice	20 days	June 28, 2013	May 31, 2013	48 days

PUBLIC COMMENT

- To date, the Department has received general inquiries, opposition and support on the proposed project from members of the public. Most of the opposition expressed concerns on the height and scale of the proposed building.

ISSUES AND OTHER CONSIDERATIONS

- The Project generally conforms to the development standards, including building massing, as mandated by the Eastern Neighborhood controls.
- The Project will consist of up to 75 dwelling units, including eleven on-site affordable units.
- Off-street parking for up to 47 vehicles for residential use at a ratio of approximately 0.63 per dwelling unit. Off-street parking spaces will be located underground, with only one access point from Mariposa Street utilizing an existing curb cut.
- The Project would be subject to the Eastern Neighborhood Impacts Fees for the construction of new mixed-use development. These fees are estimated as follows:

FEE TYPE	PLANNING CODE SECTION/FEE	AMOUNT
Eastern Neighborhoods [63,900 gsf] (Tier 1; New Residential)	423 (@ \$8.85 / gsf)	\$565,515.00

Eastern Neighborhoods [974 gsf] (Tier 1; New Non-Residential)	423 (@ \$6.64 / gsf)	\$6,467.36
	TOTAL	\$571,982.36

These fees are subject to change between Planning Commission approval and approval of the associated Building Permit Application, as based upon the annual updates managed by the Development Impact Fee Unit of the Department of Building Inspection.

REQUIRED COMMISSION ACTION

In order for the project to proceed, the Commission must grant a Large Project Authorization pursuant to Planning Code Section 329 to allow the construction of a new six-story, 58-foot building consisting of up to 75 dwelling units, and to allow exceptions including (1) rear yard pursuant to Planning Code Section 134, (2) dwelling unit exposure pursuant to Planning Code Section 140, and (3) street frontage pursuant to Planning Code Section 145.1. The subject property is located within the UMU (Urban Mixed Use) Zoning District and a 68-X Height and Bulk Designation.

BASIS FOR RECOMMENDATION

- The project complies with the applicable requirements of the Planning Code.
- The project is consistent with the objectives and policies of the General Plan.
- The project complies with the First Source Hiring Program.
- The project produce a mixed-use development that includes significant site upgrades, such as landscaping and private and common open spaces.
- The project design is consistent with and respects the existing neighborhood character, and is an appropriate in-fill development.
- The project will fully utilize the Eastern Neighborhood controls and pay the appropriate impact fees.
- The project adds 75 dwelling units, with over 40 percent of them containing two-bedrooms or more, to the City’s housing stock.
- The project proposes a parking ratio of approximately .63 spaces per dwelling unit, or 47 spaces, well less than the maximum permitted ratio of 0.75 on this site, or 58 spaces.

RECOMMENDATION: Approval with Conditions

Attachments:

- Parcel Maps
- Sanborn Map
- Aerial Photographs
- Zoning Map
- Height Map
- Draft Large Project Authorization Motion
- Project Sponsor Submittal:
 - Cover letter
 - Site Photographs
 - Project Renderings
 - Reduced Plans

Attachment Checklist

- | | |
|---|---|
| <input checked="" type="checkbox"/> Executive Summary | <input checked="" type="checkbox"/> Context Photos |
| <input checked="" type="checkbox"/> Draft Motion | <input checked="" type="checkbox"/> Site Photos |
| <input checked="" type="checkbox"/> Environmental Determination | <input checked="" type="checkbox"/> Project sponsor submittal |
| <input checked="" type="checkbox"/> Zoning District Map | Drawings: <u>Existing Conditions</u> |
| <input checked="" type="checkbox"/> Parcel Map | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Sanborn Map | Drawings: <u>Proposed Project</u> |
| <input checked="" type="checkbox"/> Aerial Photo | <input checked="" type="checkbox"/> Check for legibility |

Exhibits above marked with an "X" are included in this packet

BF
Planner's Initials

Parcel Map

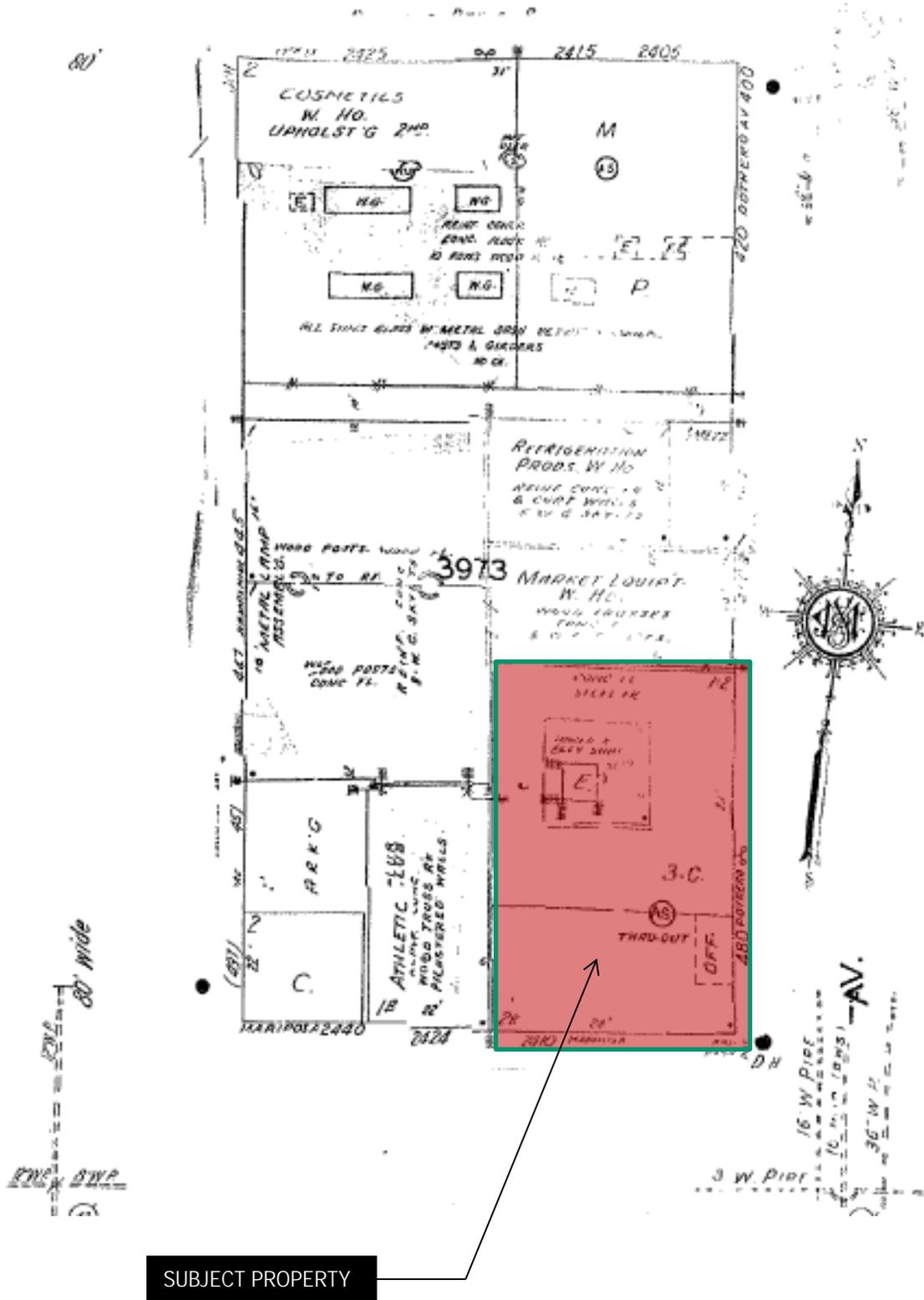


SUBJECT PROPERTY



Planning Commission Hearing
Case Number 2011.0430X
480 Potrero Avenue

Sanborn Map*



*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

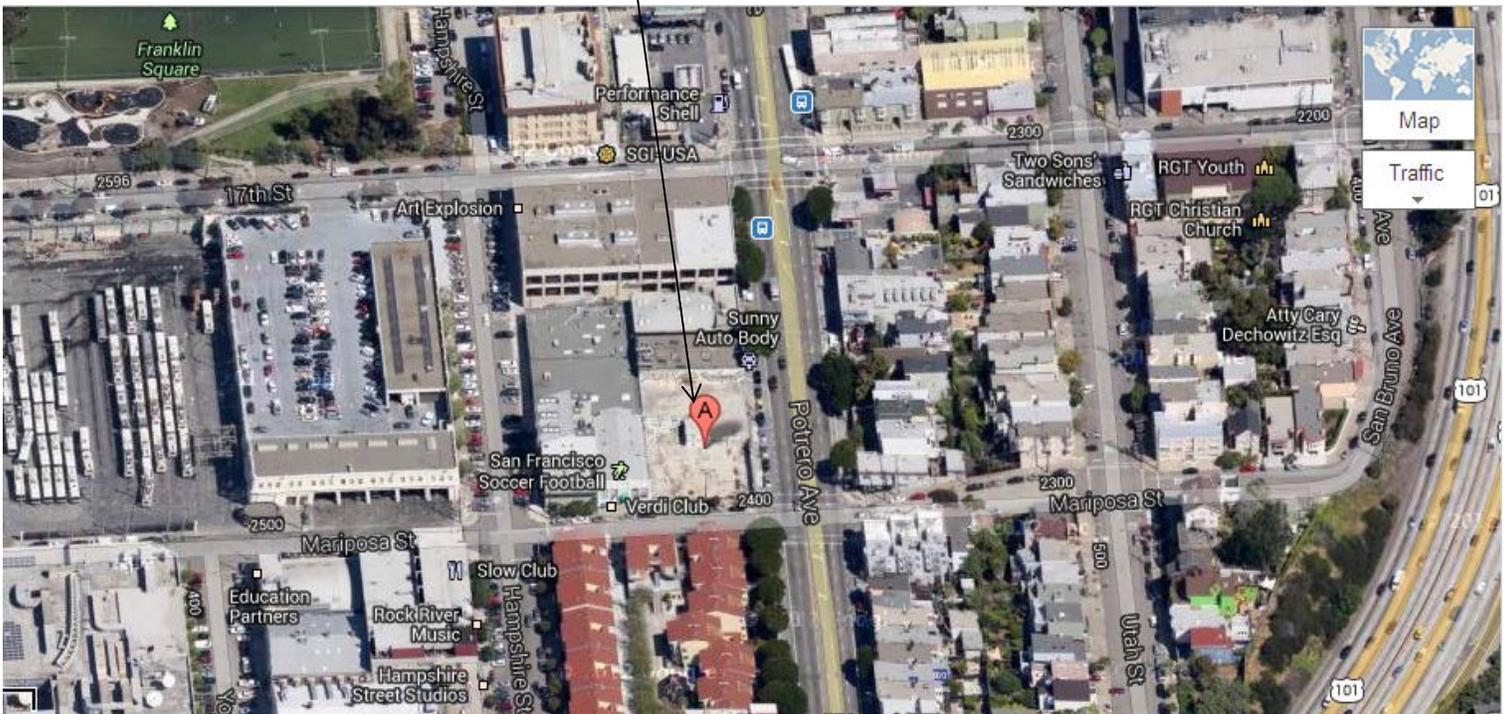


Planning Commission Hearing
Case Number 2011.0430X
480 Potrero Avenue

Aerial Photo

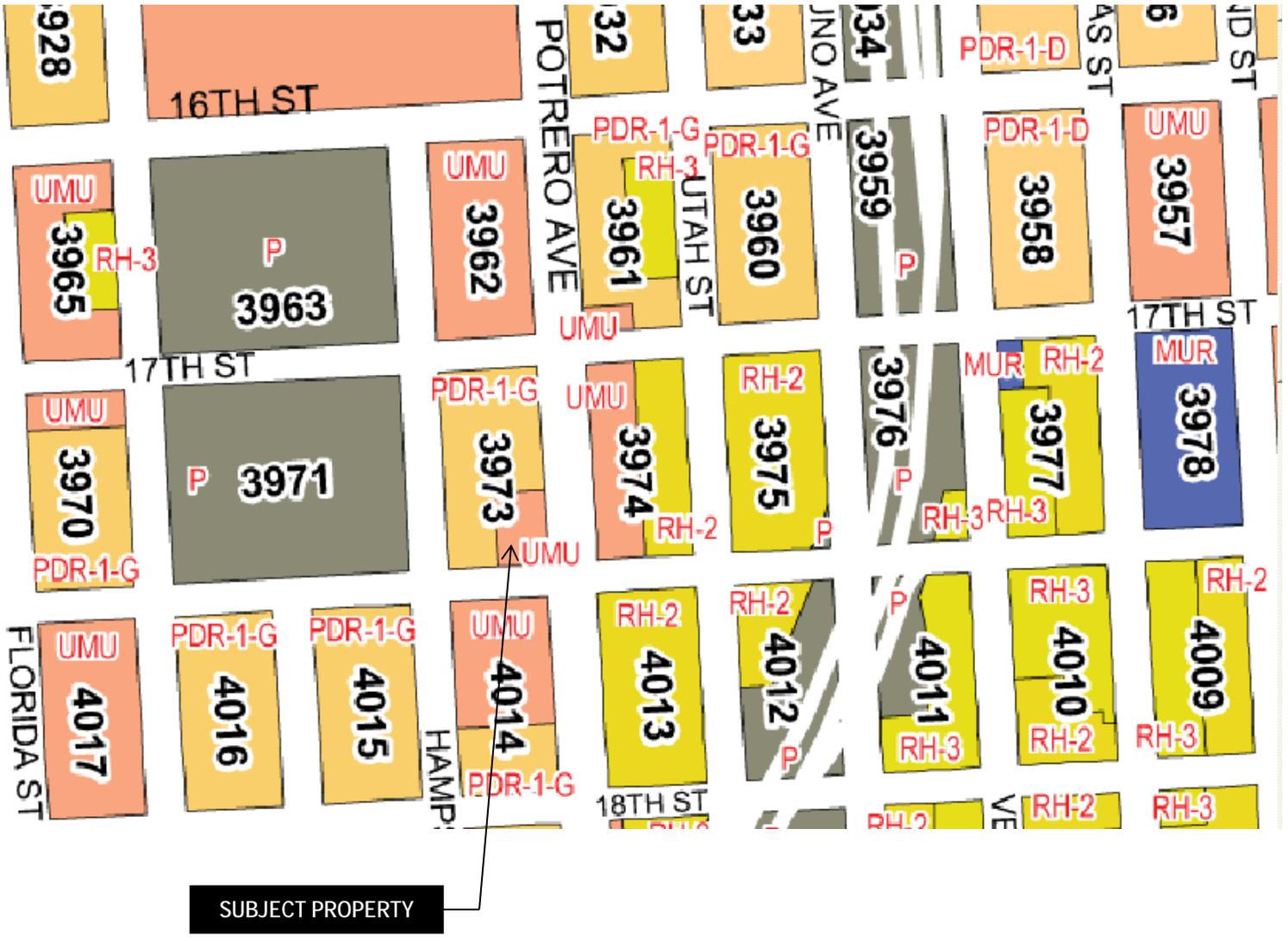


SUBJECT PROPERTY



Planning Commission Hearing
Case Number 2011.0430X
480 Potrero Avenue

Zoning Map



SUBJECT PROPERTY



Planning Commission Hearing
 Case Number 2011.0430X
 480 Potrero Avenue

Height Map



Planning Commission Hearing
Case Number 2011.0430X
480 Potrero Avenue



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- Affordable Housing (Sec. 415)
- Jobs Housing Linkage Program (Sec. 413)
- Downtown Park Fee (Sec. 412)
- First Source Hiring (Admin. Code)
- Child Care Requirement (Sec. 414)
- Other (EN Impact Fee – Sec. 423)

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ADOPTING FINDINGS RELATING TO LARGE PROJECT AUTHORIZATION PURSUANT TO PLANNING CODE SECTION 329 TO ALLOW THE CONSTRUCTION OF A NEW SIX-STORY, 58-FOOT BUILDING WITH UP TO 75 DWELLING UNITS, APPROXIMATELY 970 SQUARE FEET OF RETAIL AND UP TO 47 OFF-STREET PARKING SPACES, AND TO ALLOW EXCEPTIONS INCLUDING (1) REAR YARD PURSUANT TO PLANNING CODE SECTION 134, (2) DWELLING UNIT EXPOSURE PER PLANNING CODE SECTION 140, AND (3) STREET FRONTAGE PER PLANNING CODE SECTION 145.1. THE SUBJECT PROPERTY IS LOCATED WITHIN THE UMU (URBAN MIXED USE) ZONING DISTRICT AND A 58-X HEIGHT AND BULK DESIGNATION, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On October 4, 2012, SIA Consulting Corporation (Project Sponsor) filed an application with the Planning Department (hereinafter “Department”) for Large Project Authorization under Planning Code Section 329 to allow construction of a new six-story, 58-foot building consisting of up to 75 dwelling units, approximately 970 square feet of ground floor retail, and parking for up to 47 spaces, and to allow exceptions for rear yard, dwelling unit exposure, and street frontage within the UMU (Urban Mixed Use) Zoning District and within a 58-X Height and Bulk Designation.

On September 26, 2012, Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Project was prepared and published for public review; and

The Draft IS/MND was available for public comment until October 16, 2012; and

On October 17, 2012, an appeal of the Mitigated Negative Declaration was filed with the Department.

On August 8, 2013, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2011.0430X and the Appeal of the Mitigated Negative Declaration, 2011.0430E.

On August 8, 2013, the Commission upheld the PMND and approved the issuance of the Final Mitigated Negative Declaration (FMND) as prepared by the Planning Department in compliance with CEQA, the State CEQA Guidelines and Chapter 31.

On August 8, 2013, the Planning Department/Planning Commission reviewed and considered the Final Mitigated Negative Declaration (FMND) and found that the contents of said report and the procedures through which the FMND was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) (CEQA), Title 14 California Code of Regulations Sections 15000 et seq. (the "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"): and

The Planning Department/Planning Commission found the FMND was adequate, accurate and objective, reflected the independent analysis and judgment of the Department of City Planning and the Planning Commission, [and that the summary of comments and responses contained no significant revisions to the Draft IS/MND,] and approved the FMND for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2011.0430X at 1650 Mission Street, Fourth Floor, San Francisco, California.

Planning Department staff prepared a Mitigation Monitoring and Reporting program (MMRP), which material was made available to the public and this Commission for this Commission's review, consideration and action.

On August 8, 2013, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2011.0430X.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Large Project Authorization requested in Application No. 2011.0430X, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The rectangular project site (Assessor's Block 3973, Lot 2C) totals 15,000 square feet in size and is located at 480 Potrero Avenue on the northwest corner of Potrero Avenue and Mariposa Street near the boundary of the Mission and Potrero Hill neighborhoods, where the topography is primarily flat with a northwest slope and seven-foot grade change. The project site is currently a vacant lot with a 100-foot wide frontage on Potrero Avenue and a 150-foot wide frontage on Mariposa Street. The site is within the Urban Mixed Use (UMU) District and a 58-X Height and Bulk District. The project site is located in the eastern portion of the Mission Area Plan, which is one of the area plans adopted through the Eastern Neighborhoods Planning effort.
3. **Surrounding Properties and Neighborhood.** The project site is located at 480 Potrero Avenue, on the northwest corner of Potrero Avenue and Mariposa Street, near the boundary of the Mission and Potrero Hill neighborhoods. The surrounding zonings are UMU with PDR-1-G one block away to the west and RH-2 one block away to the east. Land uses in the surrounding neighborhood are mixed, and include residential, industrial, commercial, office, and automotive service facilities. Development along the west side of Potrero Avenue from Mariposa Street to 17th Street comprises a two-story, industrial building (Sunny Auto Body) and a two-story, office building (currently occupied by Horizons Unlimited) which also fronts on 17th Street. Along the east side of Potrero Avenue, from 17th Street to Mariposa Street, is a gasoline and service station and multiple residential, industrial, office and commercial buildings. Immediately adjacent to the project site, along the north side of Mariposa Street from Potrero Avenue to Hampshire Street is a two-story historic building (Verdi Hall), and a two-story office building that also fronts on Hampshire Street. Across the project site, along the south side of Mariposa from Potrero Avenue to Hampshire Street, is a 64-unit apartment complex that that fronts on Hampshire Street, Mariposa Street, and Hampshire Street; and a three-story, office building (Homeless Prenatal Program) that also fronts on 18th Street.
4. **Project Description.** The project proposes the construction of a six-story, 58-foot-tall, residential building of approximately 80,000 square feet in size on a vacant lot. The new building would contain 75 residential units (three studios, 39 one-bedrooms, 25 two-bedrooms and eight three-bedrooms) and 47 parking spaces in a one-level basement parking garage. Approximately 10,000 square feet of common open space would be provided by an open courtyard and a roof deck. Pedestrian access would be from both Potrero Avenue and Mariposa Street while vehicular access to the parking garage would be from Mariposa Street.

5. **Public Comment.** The Department has received general inquiries, opposition and support on the proposed project from members of the public. Most of the opposition expressed concerns on the height and scale of the proposed building.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Zoning District.** The project site is located within Urban Mixed Use (UMU) District in the Mission neighborhood and within the Mission Area Plan of the General Plan. The UMU District is intended to promote a vibrant mix of uses while maintaining the characteristics of this formerly industrially-zoned area. It is also intended to serve as a buffer between residential districts and PDR districts in the Eastern Neighborhoods. Within the UMU, allowed uses include production, distribution, and repair uses such as light manufacturing, home and business services, arts activities, warehouse, and wholesaling. Additional permitted uses include retail, educational facilities, and nighttime entertainment. Housing is also permitted, but is subject to higher affordability requirements. Family-sized dwelling units are encouraged. The project proposes retail and residential uses that include 40 percent two-bedroom units or larger, or family-sized units, in the UMU Zoning District.
- B. **Use.** Planning Code Section 843 identifies residential use and various nonresidential uses as principally permitted uses in the UMU Zoning District. In general, the principally permitted uses are industrial and business service, assembly and social service, retail, recreation and arts, and residential.

The proposed residential and retail uses are compatible and consistent with the zoning designation.

- C. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth beginning at the lowest story containing a dwelling unit.

The Project does not comply with the rear yard requirement as it does not provide a contiguous 25 percent depth for the full width of lot and is seeking an exception as part of the Large Project Authorization (See discussion under Finding No. 8).

- D. **Residential Open Space.** Planning Code Section 135 requires that usable open space be located on the same lot as the dwelling units it serves. At least 80 square feet of usable open space per dwelling unit, or 54 square feet per dwelling unit of publicly accessible open space, is required. Up to 50 percent of the publicly accessible open space may be provided off-site. The Project has a residential open space requirement of up to 6,000 square feet of usable open space if private, or 4,050 square feet of publically accessible open space.

The Project complies with the open space requirement by providing a total of approximately 6,400 square feet of qualifying open space in the form of roof decks and balconies, in addition to over 4,300 square feet of non-qualifying open space in the form of balconies and common courtyard.

- E. **Commercial Open Space.** Planning Code Section 135.3 requires usable open space for uses other than dwelling units. For retail use, one square foot per 250 square feet of occupied floor area of usable open space is required. In Eastern Neighborhoods Mixed Use Districts, this open space requirement may be satisfied through payment of a fee of \$76 for each square foot of usable square footage not provided pursuant to this Code section.

The Project is required to provide at least four square feet of commercial open space. The project proposes more open space areas and square footage than the requirement.

- F. **Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires improvement of the public right-of-way associated with development projects. The owner or developer of a new building in this District must install street trees. Each street tree must be a minimum of 24-inch box for every 20 feet of frontage of the property along each street or public alley with any remaining fraction of 10 feet or more of frontage requiring an additional tree.

The project has a tree requirement of five at the Mariposa Street frontage and eight at the Potrero Avenue frontage. The project complies with the requirement by providing the required number of street trees

- G. **Bird-Safe Standards.** Planning Code Section 139 outlines bird-safe standards for new construction to reduce bird mortality from circumstances that are known to pose a high risk to birds and are considered to be "bird hazards." Feature-related hazards may create increased risk to birds and need to be mitigated. The project site is not located within an urban bird refuge.

The Project meets the requirements of Planning Code Section 139, and does not contain any feature-related hazards, such as free-standing glass walls, wind barriers, or balconies that have unbroken glazed segments 24 square feet or larger in size.

- H. **Dwelling Unit Exposure.** Planning Code Section 140 requires dwelling units to have at least one window facing a street or alley, a Code-complying rear yard.

Although all proposed dwelling units enjoy ample light and air with the proposed open spaces, setbacks and balconies, 36 of the proposed units facing the rear yard do not meet the dimensional requirements (see discussion under Finding No. 8).

- I. **Street Frontages.** Planning Code Section 145.1 requires the following for street frontages in Eastern Neighborhood Mixed Use Districts: (1) not more than 1/3 the width of the building facing the street may be devoted to ingress/egress to parking; (2) off-street parking at street grade must be set back at least 25 feet; (3) "active" use shall be provided within the first 25 feet of building depth at the ground floor; (4) ground floor non-residential uses in UMU zoning district shall have a floor-to-floor height of 17-feet; (5) frontages with active uses shall be fenestrated with transparent windows; and, (6) decorative railings or grillwork placed in

front of or behind ground floor windows, shall be at least 75 percent open to perpendicular views.

The project meets the requirements of Section 145.1 as follows: (1) providing one 12-foot wide garage opening, which total less than 1/3 the width of the approximately 100-foot wide building at Mariposa Street frontage; (2) all off-street parking spaces are in the basement; (3) incorporating active uses on all street frontages, including commercial and dwellings with stoops within the first 25 feet of the building depth at ground floor and, (4) providing transparent windows at the ground floor active use. The project does not meet the floor-to-floor ground floor height of 17 feet for the commercial frontage for the proposed commercial space at the corner of Mariposa and Potrero. The project proposes a floor-to-floor ground floor height of 12 feet. Therefore, an exception is required and has been requested.

- J. **Shadow.** Planning Code Section 147 requires reduction of substantial shadow impacts on public plazas and other publicly accessible spaces other than those protected under Planning Code Section 295. Section 295 restricts new shadow, cast by structures exceeding a height of 40 feet, upon property under the jurisdiction of the Recreation and Park Commission.

The Shadow Analysis conducted for the Project indicates that the Project will not cast shadow upon Public, Publicly Accessible or Publicly Financed or Subsidized Open Space.

- K. **Residential Off-Street Parking.** Planning Section 151.1 allows for provision of up to three parking spaces for each four dwelling units. Additionally, up to one parking space is permitted for each dwelling unit that is two or more bedrooms and at least 1,000 square feet of occupied floor area, subject to the requirements of Sections 151.1. No additional parking is permitted above these amounts.

Based on the proposed dwelling unit mix, the maximum number of parking spaces permitted is 57, or a parking ratio of approximately .75 spaces per dwelling unit. The project proposes 47 parking spaces, or a parking ratio of approximately .63 spaces per dwelling unit. Therefore, the project complies with the principally permitted parking amounts.

- L. **Off-Street Loading.** Planning Code Section 152.1 does not require off-street freight loading spaces for a residential use in UMU Districts when the gross floor area is less than 100,000 square feet.

The project proposes a gross floor area of 80, 000 square feet, less than 100,000 square feet. Therefore, off-street loading spaces are not required.

- M. **Bicycle parking.** Planning Code Section 155.4 requires 3 bicycle spaces for commercial and industrial projects where the gross square footage of the floor area exceeds 25,000 square feet but is no greater than 50,000 feet. Planning Code Section 155.5 requires projects over 50 dwelling units to provide 25 Class 1 spaces plus one Class 1 space for every 4 dwelling units over 50.

The project proposes approximately 970 square feet of retail space, less than the square footage trigger of 25,000 square feet. Therefore, no bicycle parking is provided for commercial uses. The proposed total number of 75 dwelling units requires a total of 31 bicycle parking spaces. The project complies with this requirement by providing up to 40 bicycle parking spaces.

- O. **Car Share.** Planning Code Section 166 requires one space for a project proposes 50 to 200 dwelling units.

The project proposes a total of 75 units. Therefore, one car share space is required. The project complies with the requirement by providing one car share space.

- P. **Unbundled Parking.** Planning Code Section 167 requires that all off-street parking spaces accessory to residential uses in new structures of 10 dwelling units or more be leased or sold separately from the rental or purchase fees for dwelling units for the life of the dwelling units.

The off-street parking spaces provided for the dwelling units will be unbundled and sold and/or leased separately from the dwelling units. Therefore, the Project meets this requirement.

- Q. **Dwelling unit mix.** Planning Code Section 207.6 requires at least 40 percent of the total number of proposed dwelling units to contain two or more bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

The Project will provide 40 percent of the dwelling units as 2-bedroom units or larger (33 units).

- R. **Height Limit.** Planning Code Section 260 requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height. The Project Site is within a 58-foot Height District.

The Project complies. The height of the roof is no higher than 58 feet measured per Planning Code Section 260.

- S. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 415.3, these requirements would apply to projects that consist of five or more units, where the first application (EE or BPA) was applied for on or after July 18, 2006. Pursuant to Planning Code Section 415.5 and 415.6, the Project is meeting the Inclusionary Affordable Housing Program requirement through the On-site Affordable Housing Alternative by providing 14.4% of the proposed dwelling units as affordable. Pursuant to San Francisco Charter Section 16.110 (g), adopted by the voters in November, 2012, beginning on January 1, 2013, the City shall reduce by 20% the on-site inclusionary housing obligation for all on-site projects subject to the Inclusionary Affordable Housing, but in no case below 12%. Thus, under Charter Section 16.110 (g) all the on-site requirements here is reduced by 3% (20% of 18%) to 14.4%.

The Project Sponsor has demonstrated that it is eligible for the On-Site Affordable Housing Alternative under Planning Code Section 415.5 and 415.6, and has submitted a 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to satisfy the requirements of the Inclusionary Affordable Housing Program by providing the affordable housing on-site instead of through payment of the Affordable Housing Fee. In order for the Project Sponsor to be eligible for the On-Site Affordable Housing Alternative, the Project Sponsor must submit an 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project or submit to the Department a contract demonstrating that the project's on- or off-site units are not subject to the Costa Hawkins Rental Housing Act, California Civil Code Section 1954.50 because, under Section 1954.52(b), the Project Sponsor has entered into an agreement with a public entity in consideration for a direct financial contribution or any other form of assistance specified in California Government Code Sections 65915 et seq. and submits an Affidavit of such to the Department. All such contracts entered into with the City and County of San Francisco must be reviewed and approved by the Mayor's Office Housing and the City Attorney's Office. The Project Sponsor has indicated the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City and approved herein. The Project Sponsor submitted such Affidavit on June 6, 2013 and a draft of the Costa Hawkins agreement on June 6, 2013. The EE application was submitted on August 23, 2012. Pursuant San Francisco Charter Section 16.110 (g) the 18% on-site requirement stipulated in Planning Code Section 415.6, is reduced by 3% (20% of 18%) to 14.4%. Eleven units (one studio, six one-bedroom, three two-bedroom, and one three-bedroom) of the eleven units provided will be affordable rental units. If the Project becomes ineligible to meet its Inclusionary Affordable Housing Program obligation through the On-site Affordable Housing Alternative, it must pay the Affordable Housing Fee with interest, if applicable. The Project must execute the Costa Hawkins agreement prior to Planning Commission approval or must revert to payment of the Affordable Housing Fee.

U. **Eastern Neighborhoods Public Benefit Fund.** The project shall comply with the provisions of Planning Code Section 423, including payment of the Eastern Neighborhoods Impact Fee, or execution of an In-Kind Agreement with the Planning Department prior to issuance of the first site or building permit.

7. **General Compliance with the Large Project Authorization in Eastern Neighborhoods Mixed Use District Objectives.** Planning Code Section 329(c) lists nine aspects of design review in which a project must comply; the Planning Commission finds that the project is compliant with these nine aspects as follows:

A. Overall building massing and scale;

The Project conforms to the applicable height and bulk requirements. The neighborhood in the vicinity of the Project is continue to evolve with development in the Potrero Hill and the Mission areas, utilizing the Eastern Neighborhoods controls, and contains a range of building masses. The project, with residential and retail, will be consistent with the existing and evolving character of the area. The Project massing will improve the character of the neighborhood and general pedestrian circulation.

B. Architectural treatments, facade design and building materials;

The architecture of this Project responds to the site's location between the industrial nature and the contemporary and traditional architecture of the residential uses. The Project's facades present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including smooth stucco, horizontal wood siding, aluminum storefronts and windows. The aluminum punched window openings with stucco and siding recesses provide a stimulating and visually interesting buffer between the 101 Freeway and the Potrero Avenue and Mariposa Street facades. A prominent corner element accentuates the site location.

- C. The design of lower floors, including building setback areas, commercial space, townhouses, entries, utilities, and the design and siting of rear yards, parking and loading access;

The ground floor character of the building is active with a viable retail space oriented at the corner of Potrero Avenue and Mariposa Street, which compliments the active residential spaces with transparent storefront and stoops at both street facades. Exposed and raised residential entries are present on both façades as expressed by the architecture of the building via stoops, recessed entries and landscape planters. Vehicular access is minimized to one existing curb cut at Mariposa Street. The second curb cut at Potrero Avenue will be removed. Street trees along all street frontages are proposed per the Planning Code. Although the proposed inner courtyard does not meet the dimensional requirements, it is 32 feet deep by 100 feet long and located at the rear of the property, and provides generous exposure to the west.

- D. The provision of required open space, both on- and off-site. In the case of off-site publicly accessible open space, the design, location, access, size, and equivalence in quality with that otherwise required on-site;

The Project provides adequate open space, all on-site. The open spaces are provided in the form of a courtyard and roof deck. The total open space over 10,000 square feet provided exceeds the total square footage of 6,000 required.

- E. Streetscape and other public improvements, including tree planting, street furniture, and lighting;

The Project proposes the installation of street trees and planters along both frontages and open spaces.

- F. Circulation, including streets, alleys and mid-block pedestrian pathways;

The Project provides one ingress/egress accesses utilizing an existing curb cut on Mariposa Street. No additional ingress/egress is proposed to prevent possible conflicts and congestion.

- G. Bulk limits;

The Project site is located in an X Bulk District, which requires no bulk restrictions.

- H. Other changes necessary to bring a project into conformance with any relevant design guidelines, Area Plan or Element of the General Plan.

The Project generally meets the Objectives and Policies of the General Plan.

8. **Exceptions.** Proposed Planning Code Section 329 allows exceptions for Large Projects in the Eastern Neighborhoods Mixed Use Districts.

A. Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth beginning at the lowest story containing a dwelling unit. The subject property is a rectangular lot with two frontages. Planning Code Section 329(d) allows an exception for the rear yard requirement pursuant to requirements of Planning Code Section 134(f).

1. Residential uses are included in the new or expanding development and a comparable amount of readily accessible usable open space is provided elsewhere on the lot:

The Project is occupied by residential uses, a ground floor retail space, and a comparable amount of readily accessible open space. Per the Planning Code, the required rear yard should equal 25 percent of the lot depth and area, which is 3,750 square feet of area and 25 feet deep for this property. The proposed inner courtyard, roof decks, setbacks, and balconies combine to provide over 10,000 square feet. Furthermore, the proposed inner courtyard is 3,750 square feet, or 25 percent of the lot area.

2. The proposed new or expanding structure will not significantly impede the access to light and air from adjacent properties:

The Project will provide plenty of open space in the form of an inner courtyard, roof decks, setbacks and balconies. The inner court has minimum dimensions of 32 feet deep and 100 feet wide. The Project will result in no significant impediment on light and air to adjacent properties. The adjacent properties have buildings that are full lot coverage and no rear yard or mid-block open space. The project will enjoy significant exposure to light and air to the west via the proposed court yard.

3. The proposed new or expanding structure will not adversely affect the interior block open space formed by the rear yards of adjacent properties:

The adjacent properties have buildings that are full lot coverage with no rear yard or mid-block open space. The proposed court yard provides a relief to the cluster of adjacent buildings without setbacks.

B. Planning Code Section 140 requires dwelling units to have at least one window facing a street or alley, a Code-complying rear yard. 36 of the 75 proposed dwelling units would not meet the dimensional requirements.

Although the dwelling units enjoy ample light and air with proposed open space, setbacks, roof decks and balconies, 36 of the units that face the inner-court will not technically comply with the exposure requirement. However, the proposed 32-foot deep x 100-foot wide court yard will have western exposure and unobstructed access to light and air.

C. Planning Code Section 145.1 requires all ground floor non-residential uses in UMU District to have a minimum floor-to-floor height of 17 feet, as measured from grade.

Although active uses are proposed on the ground floor, the proposed retail space has a floor-to-floor height of 12 feet. This deviation is needed to ensure adequate vehicular maneuverability in the parking area due to the steep slope of the lot. Active uses are proposed in the form of raised ground floor residential entries. The overall intent of Section 145.1 will still be met.

9. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

HOUSING

Objectives and Policies

OBJECTIVE 1

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

Policy 1.1

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

Policy 1.8

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

The Project is a medium density mixed-use development in an underutilized, transitioning industrial and residential area. The Project site is an ideal infill site that is currently vacant. The area around the Project site was recently rezoned to UMU as part of a long range planning goal to create a cohesive, higher density residential and mixed-use neighborhood. The project includes eleven on-site affordable housing units, which complies with the UMU District's goal to provide a higher level of affordability.

OBJECTIVE 11

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

Policy 11.1

Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

Policy 11.2

Ensure implementation of accepted design standards in project approvals.

Policy 11.3

Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.

Policy 11.4

Continue to utilize zoning districts which conform to a generalized residential land use and density plan and the General Plan.

Policy 11.5

Ensure densities in established residential areas promote compatibility with prevailing neighborhood character.

Policy 11.6

Foster a sense of community through architectural design, using features that promote community interaction.

Policy 11.8

Consider a neighborhood's character when integrating new uses, and minimize disruption caused by expansion of institutions into residential areas.

The architecture of this Project responds to the site's location as a transition between industrial zones and the contemporary and traditional architecture of residential zones. The Project's facades present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including smooth stucco, horizontal wood siding, aluminum storefronts and windows. The aluminum punched window openings with stucco and siding recesses provide a stimulating and visually interesting buffer between the 101 Freeway and the Potrero Avenue and Mariposa Street facades. Height limits were increased along Potrero Avenue to reflect importance of the street as transportation artillery and as a wide thoroughfare, which visually and from a development standpoint, could support higher densities.

OBJECTIVE 12

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

Policy 12.2

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

The Project provides adequate open space, all on-site. The open spaces are provided in the form of a common inner court, a common roof deck, private roof decks and balconies. The open space areas are designed to include built-in seating and ample landscaping.

RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 4:

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

Policy 4.5:

Require private usable outdoor open space in new residential development.

Policy 4.6:

Assure the provision of adequate public open space to serve new residential development.

The Project will create private and common open space areas in a new residential mixed-use development through private balconies and roof decks, common inner court and roof deck, and ground floor open spaces. The project will not cast shadows over any open spaces under the jurisdiction of the Recreation and Park Department.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 24:

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

Policy 24.2:

Maintain and expand the planting of street trees and the infrastructure to support them.

Policy 24.3:

Install pedestrian-serving street furniture where appropriate.

Policy 24.4:

Preserve pedestrian-oriented building frontages.

The Project will install street trees at approximately 20 foot intervals along frontages on Potrero Avenue and Mariposa Street. Frontages are designed with active spaces oriented at the pedestrian level.

OBJECTIVE 28:

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

Policy 28.1:

Provide secure bicycle parking in new governmental, commercial, and residential developments.

Policy 28.3:

Provide parking facilities which are safe, secure, and convenient.

The Project includes 40 bicycle parking spaces in secure, convenient locations.

OBJECTIVE 34:

RELATE THE AMOUNT OF PARKING IN RESIDENTIAL AREAS AND NEIGHBORHOOD COMMERCIAL DISTRICTS TO THE CAPACITY OF THE CITY'S STREET SYSTEM AND LAND USE PATTERNS.

Policy 34.1:

Regulate off-street parking in new housing so as to guarantee needed spaces without requiring excesses and to encourage low auto ownership in neighborhoods that are well served by transit and are convenient to neighborhood shopping.

Policy 34.3:

Permit minimal or reduced off-street parking supply for new buildings in residential and commercial areas adjacent to transit centers and along transit preferential streets.

Policy 34.5:

Minimize the construction of new curb cuts in areas where on-street parking is in short supply and locate them in a manner such that they retain or minimally diminish the number of existing on-street parking spaces.

The Project has a parking to dwelling unit ratio of .63 space per unit. The parking spaces are accessed by one ingress/egress point from Mariposa Street utilizing an existing curb cut and removing an existing curb cut at Potrero Avenue. Parking is adequate for the project and complies with maximums prescribed by the Planning Code.

URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1:

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

Policy 1.7:

Recognize the natural boundaries of districts, and promote connections between districts.

OBJECTIVE 2:

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

Policy 2.6:

Respect the character of older development nearby in the design of new buildings.

The Project is located within the Mission neighborhood that is transitioning from industrial uses to higher density residential mixed-use neighborhood. As such, the proposed building provides more intricate street

façades that respond to the existing industrial built environment, while respecting the residential influences of the surrounding buildings.

OBJECTIVE 4:

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

Policy 4.5:

Design walkways and parking facilities to minimize danger to pedestrians.

Policy 4.13:

Improve pedestrian areas by providing human scale and interest.

While the rectangular corner lot has two street frontages, it only provides one vehicular access point for the entire project, limiting conflicts with pedestrians and bicyclists. Numerous street trees will be planted on each street. Ample frontages, common and private open spaces, and ground floor active uses directly accessing the street will be provided. The pedestrian experience along the Project site will be improved. The site is currently vacant.

MISSION AREA PLAN

Objectives and Policies

Land Use

OBJECTIVE 1.2:

IN AREAS OF THE MISSION WHERE HOUSING AND MIXED-USE IS ENCOURAGED, MAXIMIZE DEVELOPMENT POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER.

Policy 1.2.1.

Ensure that in-fill housing development is compatible with its surroundings.

Policy 1.2.2.

For new construction, and as part of major expansion of existing buildings in neighborhood commercial districts, require ground floor commercial uses in new housing development. In other mixed-use districts encourage housing over commercial or PDR where appropriate.

Policy 1.2.3:

In general, where residential development is permitted, control residential density through building height and bulk guidelines and bedroom mix requirements.

The Project has been designed to be compatible with the character-defining features of the neighborhood. The top two floors of the project have been setback five to seven feet from the street frontages to reduce the apparent height increase and to make massing more compatible with the adjacent buildings.

Built Form

OBJECTIVE 3.1:

PROMOTE AN URBAN FORM THAT REINFORCES THE MISSION'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.

Policy 3.1.3.

Relate the prevailing heights of buildings to street and alley width throughout the Plan Area.

Policy 3.1.8.

New development should respect existing patterns of rear yard open space. Where an existing pattern of rear yard open space does not exist, new development on mixed-use-zoned parcels should have greater flexibility as to where open space can be located.

Though height limits in the area have been modified under the Eastern Neighborhood Controls, the project proposes façade setbacks at the top two floors. Although there are no pattern of rear yard or mid-block open space in the existing block and adjacent parcels, the project proposes high quality private and common open spaces in balconies, decks, courtyards, and roof decks.

10. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does comply with said policies in that:

A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

There are no existing neighborhood-serving retail uses on the site. The site has been vacant since 2005. The Project will provide approximately 970 square feet of ground floor space adequate for various retail uses, including neighborhood serving retail, which will create opportunities for local resident employment and ownership opportunities.

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

No housing exists on the project site. The project will provide up to 75 new dwelling units, significantly increasing the neighborhood housing stock. The design of the Project is compatible with the surrounding neighborhood. For these reasons, the proposed project would protect and preserve the cultural and economic significance of the neighborhood.

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

The Project will not displace any affordable housing because there is currently no housing on the site. The Project will comply with the City's Inclusionary Housing Program, therefore increasing the stock of affordable housing units in the City.

- D. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The project site is well-served by public transportation. The majority of future residents are expected to use alternative methods of transportation other than private automobiles, and the number of vehicle trips generated by this project would not impede MUNI transit service or overburden streets. The site is serviced by MUNI lines 9, 33, 22 and 27, all of which are within a few blocks of walking distance.

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

The Project does not include any commercial office development as proposed. The proposal, with dwelling units and retail spaces, will increase the diversity of the City's housing supply, a top priority in the City, and will provide potential neighborhood-serving uses.

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

The project will be designed and will be constructed to conform to the structural and seismic safety requirements of the Building Code. This proposal will not impact the property's ability to withstand an earthquake.

- G. That landmarks and historic buildings be preserved.

A landmark or historic building does not occupy the Project site.

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

The Project will not affect the City's parks or open space or their access to sunlight and vistas. A shadow study was completed and concluded that the Project will not cast shadows on any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission.

11. **First Source Hiring.** The Project is subject to the requirements of the First Source Hiring Program as they apply to permits for residential development (Section 83.4(m) of the Administrative Code), and the Project Sponsor shall comply with the requirements of this Program as to all construction work and on-going employment required for the Project. Prior to the issuance of any building permit to construct or a First Addendum to the Site Permit, the Project Sponsor shall have a First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, and evidenced in writing. In the event that both the Director of Planning

and the First Source Hiring Administrator agree, the approval of the Employment Program may be delayed as needed.

The Project Sponsor submitted a First Source Hiring Affidavit and prior to issuance of a building permit will executed a First Source Hiring Memorandum of Understanding and a First Source Hiring Agreement with the City's First Source Hiring Administration.

12. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
13. The Commission hereby finds that approval of the Large Project authorization would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Large Project Authorization Application No. 2011.0430X** under Planning Code Section 329 to allow the proposed construction of a new six-story, 58-foot building consisting of up to 75 dwelling units, approximately 970 square feet of ground floor retail, and parking for up to 47 spaces, and exceptions including rear yard, dwelling unit exposure and street frontage, within the UMU (Urban Mixed Use) Zoning District and within a 58-X Height and Bulk Designation. The project is subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated July 31, 2013, and stamped "EXHIBIT D", which is incorporated herein by reference as though fully set forth.

The Planning Commission has reviewed and considered the IS/MND and the record as a whole and finds that there is no substantial evidence that the Project will have a significant effect on the environment with the adoption of the mitigation measures contained in the MMRP to avoid potentially significant environmental effects associated with the Project, and hereby adopts the FMND.

The Planning Commission hereby adopts the MND and the MMRP attached hereto as Exhibit C and incorporated herein as part of this Resolution/Motion by this reference thereto. All required mitigation measures identified in the IS/MND and contained in the MMRP are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Large Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. XXXXX. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 575-6880, 1650 Mission Street, Room 304, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on August 8, 2013.

Jonas P. Ionin
Acting Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: August 8, 2013

EXHIBIT A

AUTHORIZATION

This authorization is to allow a Large Project Authorization and including exceptions for (1) rear yard pursuant to Planning Code Section 134, (2) dwelling unit exposure pursuant to Planning Code Section 140, and (3) street frontage pursuant to Planning Code Section 145.1, for the proposed construction of a new six-story, 58-foot tall building consisting of up to 75 dwelling units, approximately 970 square feet of ground floor retail, and parking for up to 47 spaces; in general conformance with plans, dated July 31, 2013, and stamped "EXHIBIT D" included in the docket for Case No. 2011.0430X and subject to conditions of approval reviewed and approved by the Commission on August 8, 2013, under Motion No. XXXXX. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on August 8, 2013, under Motion No. XXXXX.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. XXXXX shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Large Project Authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Large Project Authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity and Expiration.** The authorization and right vested by virtue of this action is valid for three years from the effective date of the Motion. A building permit from the Department of Building Inspection to construct the project and/or commence the approved use must be issued as this Large Project Authorization is only an approval of the proposed project and conveys no independent right to construct the project or to commence the approved use. The Planning Commission may, in a public hearing, consider the revocation of the approvals granted if a site or building permit has not been obtained within three (3) years of the date of the Motion approving the Project. Once a site or building permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. The Commission may also consider revoking the approvals if a permit for the Project has been issued but is allowed to expire and more than three (3) years have passed since the Motion was approved. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.*
2. **Extension.** This authorization may be extended at the discretion of the Zoning Administrator only where failure to issue a permit by the Department of Building Inspection to perform said tenant improvements is caused by a delay by a local, State or Federal agency or by any appeal of the issuance of such permit(s). *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.*

DESIGN

3. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design and the design and development of the streetscape and pedestrian elements in conformance with the Better Streets Plan. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org.*
4. **Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org.*
5. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant impacts to San Francisco streetscapes when improperly located. However, they may

not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

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

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

AFFORDABLE HOUSING

6. **Number of Required Units.** Pursuant to Planning Code Section 415.6, the Project is required to provide 18% of the proposed dwelling units as affordable to qualifying households. Pursuant San Francisco Charter Section 16.110 (g) the 18% on-site requirement stipulated in Planning Code Section 415.6, is reduced by 3% (20% of 18%) to 14.4%. The Project contains 77 units; therefore, eleven affordable units are required. The Project Sponsor will fulfill this requirement by providing the eleven affordable units on-site. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing ("MOH").

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

7. **Unit Mix.** The Project contains five studios, 41 one-bedroom, 23 two-bedroom, and eight three-bedroom units; therefore, the required affordable unit mix is one studio, six one-bedroom, three two-bedroom, and one three-bedroom units. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOH.

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

8. **Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, www.sf-moh.org.
9. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than twelve percent (12%) of the each phase's total number of dwelling units as on-site affordable units.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, www.sf-moh.org.
10. **Duration.** Under Planning Code Section 415.8, all units constructed pursuant to Section 415.6, must remain affordable to qualifying households for the life of the project.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, www.sf-moh.org.
11. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Sections 415, 419 et seq., of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Sections 415 and 419. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOH at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at: <http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.
As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, www.sf-moh.org.
 - a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.

- b. If the units in the building are offered for rent, the affordable unit(s) shall be rented to qualifying households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average fifty-five (55) percent of Area Median Income under the income table called "Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco." The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOH shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOH at least six months prior to the beginning of marketing for any unit in the building.
- d. Required parking spaces shall be made available to renters of affordable units according to the Procedures Manual.
- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOH or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 415.6 instead of payment of the Affordable Housing Fee, and has submitted the *Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415* to the Planning Department stating the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions (as defined in California Government Code Section 65915 et seq.) provided herein. The Project Sponsor has executed the Costa Hawkins agreement and will record a Memorandum of Agreement prior to issuance of the first construction document or must revert payment of the Affordable Housing Fee.
- g. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.

- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOH and pay interest on the Affordable Housing Fee at a rate equal to the Development Fee Deferral Surcharge Rate in Section 107A.13.3.2 of the San Francisco Building Code and penalties, if applicable.

PARKING AND TRAFFIC

12. **Parking for Affordable Units.** All off-street parking spaces shall be made available to Project residents only as a separate “add-on” option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The required parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 419 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner’s rules be established, which prevent or preclude the separation of parking spaces from dwelling units.

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

13. **Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation impacts during construction of the Project.

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

EASTERN NEIGHBORHOODS INFRASTRUCTURE IMPACT FEE

14. **Impact Fees.** The Eastern Neighborhoods Public Benefits Fund is implemented in part through district-specific Eastern Neighborhoods Impact Fee which applies to the Project Area. Fees shall be charged on net additions of gross square feet which result in a net new residential unit, contribute to a 20 percent increase of non-residential space in an existing structure, or create non-residential space in a new structure. Fees shall be assessed on residential use, and on non-residential use within each use category of Cultural/Institution/Education; Management, Information & Professional Service; Medical & Health Service; Retail/Entertainment; and Visitor Services; with no substitutions across uses. Fees shall be assessed on mixed use projects according to the gross square feet of each use in the project. The project is within the Impact Fee Tier 1.

Prior to the issuance by the Department of Building Inspection (DBI) of the first site or building permit, the sponsor of any project subject to the Eastern Neighborhoods Impact Fee shall pay to

the Treasurer according to the schedule in Table 423.3. Planning Code Section 423.3 also provides alternatives satisfying this requirement.

PROVISIONS

15. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project. *For information about compliance, contact the First Source Hiring Manager at 415-401-4960, www.onestopSF.org*

MONITORING

16. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*
17. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*

OPERATION

18. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>*
19. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison

shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

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

Mitigation Measures

20. Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.

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MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
A. MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR					
ARCHAEOLOGICAL RESOURCES					
<p>The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in <i>CEQA Guidelines</i> Section 15064.5(a)(c). The project sponsor shall distribute the Planning Department archeological resource “ALERT” sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the “ALERT” sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) to the ERO confirming that all field personnel have received copies of the Alert Sheet.</p>	Project sponsor	Prior to any soil disturbing activities	Distribute Planning Department Archeological Resource “ALERT” sheet to Prime Contractor, sub-contractors and utilities firms.	Project sponsor, archaeologist and Environmental Review Officer (ERO)	Prior to any soil disturbing activities.
<p>Should any indication of an archeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.</p>	Project Sponsor			Submit signed affidavit of distribution to ERO.	Following distribution of “ALERT” sheet but prior to any soils disturbing activities.
	Head Foreman and/or project sponsor	Accidental discovery	Suspend any soils disturbing activity.	Notify ERO of accidental discovery.	

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of a qualified archeological consultant. The archeological consultant shall advise the ERO as to whether the discovery is an archeological resource, retains sufficient integrity, and is of potential scientific/historical/ cultural significance. If an archeological resource is present, the archeological consultant shall identify and evaluate the archeological resource. The archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.</p>	Project Sponsor	In case of accidental discovery	If ERO determines an archeological resource may be present, services of a qualified archeological consultant to be retained.	Make recommendation to the ERO	
<p>Measures might include: preservation in situ of the archeological resource; an archaeological monitoring program; or an archeological testing program. If an archeological monitoring program or archeological testing program is required, it shall be consistent with the Major Environmental Analysis (MEA) division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.</p>	Project Sponsor	After determination by the ERO of appropriate action to be implemented following evaluation of accidental discovery.	Implementation of Archeological measure required by ERO.		
<p>The project archeological consultant shall submit a Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p>	Project Sponsor	Following completion of any* archeological field program. (* required.)	Submittal of Draft/Final FARR to ERO.		

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Copies of the Draft FARR shall be sent to the ERO for review and approval. Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The MEA division of the Planning Department shall receive three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above.</p>	<p>Project Sponsor</p>		<p>Distribution of Final FARR.</p>		

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Air Quality</p> <p><i>Mitigation Measure M-AQ-1 Construction Air Quality (Asbestos)</i></p>	Project Sponsor	During demolition, site grading and excavation, and site development.	Handling, hauling and disposal of contaminated soils.	The contractor shall take the mitigation actions specified in the SMP and shall submit weekly monitoring reports to DPH. Project sponsor to provide DPH with weekly reports during construction period.	Considered complete upon receipt by DPH of final monitoring plan at completion of construction.

A Site Mitigation (SMP) will be implemented to address the asbestos exposure to the construction workers, nearby residents, pedestrians and future users of the site. Dust control measures are to be implemented to reduce exposure during excavation, grading, loading and transporting of excavated materials. Soil/rock excavated and removed from the site will require appropriate disposal; additional sampling may be necessary. These measures are to include:

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<ul style="list-style-type: none"> Site fencing. Wetting exposed soil/rock – exposed soil/rock will be watered at least twice a day to prevent visible dust from migrating off-site. Covering exposed soil/rock. In particular, stockpiles will be covered and trucks transporting contaminated soil/rock will be covered with a tarpaulin or other cover. Preventing distribution of dust and soil/rock off-site by decontamination and other measures to prevent soil/rock from being tracked off-site by vehicles or carried off-site on clothes. Measures to achieve this include: water being misted or sprayed during the loading of soil/rock onto trucks for off-haul; wheels being cleaned prior to entering public streets; public streets will be swept daily if soil/rock is visible and excavation and loading activities will be suspended if winds exceed 20 miles per hour. 	Project sponsor/Contractor	During demolition, site grading and excavation, and site development.	Handing, hauling and disposal of contaminated soils (see mitigation measure).	The contractor shall take the mitigation actions specified in the SMP and shall submit weekly monitoring reports to DPH. Project sponsor to provide DPH with weekly reports during construction period.	Considered complete upon receipt by DPH of final monitoring plan at completion of construction.
<ul style="list-style-type: none"> Instituting a site-specific health and safety plan (HSP) developed by a certified industrial hygienist that represents the site contractors, which includes that air sampling and monitoring be conducted to evaluate the amount of airborne particles generated during excavation, grading, loading and transportation. 	Project Sponsor/ Contractor/ Certified industrial hygienist	Prior to commencement of construction activities and ongoing	Contractor to implement a site specific health and safety plan (HSP)	DPH and San Francisco Planning Department to review and approve the HSP.	Considered complete after construction activities have ended.

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<ul style="list-style-type: none"> Contacting BAAQMD and completion of an Asbestos Dust Mitigation Plan permit application with BAAQMD prior to any excavation activities. 	Project Sponsor	Prior to commencement of excavation activities and during excavation.	Completion of an Asbestos Dust Mitigation Plan permit application with BAAQMD and implementation of requirements.	BAAQMD/DBI	Considered complete upon issuance of BAAQMD Permit and implementation of applicable BAAQMD requirements.
<p>In order to control potential exposure during soil/rock disturbance, the soil/rock are to be moisture conditioned using dust suppressants, covering exposed soil/rock and stockpiles with weighed down plastic sheeting or capping the site with building asphalt or at least two feet of clean imported fill.</p>	See above regarding measures addressed in Soil Mitigation Plan.				
<p>Excavated soil is to be disposed off-site after proper profiling for disposal. Excavated soil/rock material will either be loaded directly into trucks and removed from the site or stockpiled onsite. If stockpiled, the soil/rock will be placed on visqueen, bermed and tarped at all times.</p>	See above regarding measures addressed in Soil Mitigation Plan				
<p>Direct contact to the underlying soil/rock by future site users will be mitigated by encapsulation with the concrete foundation system and buildings. It is not anticipated that groundwater will be encountered during construction.</p>	See above regarding measures addressed in Soil Mitigation Plan				

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
The SMP recommends that if unanticipated hazardous materials are encountered, the work is to stop; the site superintendent and project contractor are to be notified to conduct an inspection.	Contractor's Site Superintendent/Project Sponsor	During construction and excavation activities	If unanticipated hazardous materials are encountered, the work is to stop; the site superintendent is to notify Treadwell & Rollo who shall conduct an inspection.	Project Sponsor/Treadwell & Rollo to report findings to DPH in a weekly monitoring report.	

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>After excavation and foundation construction activities are completed, the project sponsor shall prepare and submit a closure/certification report to EHS-HWU at DPH for review and approval. The closure/certification report shall include the mitigation measures in the SMP for handling and removing contaminated soils from the project site, whether the construction contractor modified any of these mitigation measures, and how and why the construction contractor modified those mitigation measures.</p>	<p>Project Sponsor</p>	<p>Following completion of excavation and foundation construction activities.</p>	<p>Preparation of a closure/certification report to EHS-HWU at DPH for review and approval</p>	<p>EHS-HWU at DPH</p>	<p>Considered complete upon submittal of a closure/certification report to EHS-HWU at DPH for review and approval and submittal of report to and San Francisco Planning Department.</p>

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Mitigation Measure M-HZ-2B: Testing for and Handling, Hauling, and Disposal of Contaminated Soils</p> <p>Step 1: Soil Testing. Prior to approval of a building permit for the project, the project sponsor shall hire a consultant to collect soil samples (borings) from areas on the site in which soil would be disturbed and test the soil samples for contamination. The project sponsor shall enter the San Francisco Voluntary Remedial Action Program (VRAP) under the DPH. The project sponsor shall submit a VRAP application and a fee of \$592 in the form of a check payable to the San Francisco Department of Public Health (DPH), to the Site Assessment and Mitigation Program, Department of Public Health, 1390 Market Street, Suite 210, San Francisco, California 94102. The fee of \$592 shall cover three hours of soil testing report review and administrative handling. If additional review is necessary, DPH shall bill the project sponsor for each additional hour of review over the first three hours, at a rate of \$197 per hour. These fees shall be charged pursuant to Section 31.47(c) of the San Francisco Administrative Code. The consultant shall submit the work plan to DPH for review and concurrence prior to performing the soil sampling. The consultant shall analyze the soil borings as discrete, not composite samples. The consultant shall prepare a report on the soil testing that includes the results of the soil testing and a map that shows the locations of stockpiled soils from which the consultant collected the soil samples. The project sponsor shall submit the report on the soil testing to DPH for review and concurrence. DPH shall review the soil testing program to determine whether soils on the project site are contaminated with lead or petroleum hydrocarbons at or above potentially hazardous levels.</p>	Project Sponsor		Prior to soil-disturbing activity.	DPH to review soil testing report and advise ERO and Department of Building Inspection (DBI) if Site Mitigation Plan (SMP) is required.	Prior to issuance of grading or excavation permit. Considered complete upon receipt by DPH, ERO, and DBI of monitoring report.
<p>Step 2: Preparation of Site Mitigation Plan. Prior to beginning demolition and construction work, the project sponsor shall prepare a Site Mitigation Plan (SMP). The SMP shall include a discussion of the level of contamination of soils on the project site and mitigation measures for managing contaminated soils on the site, including but not limited to: 1) the alternatives for managing contaminated soils on the site (e.g., encapsulation/capping, partial or complete removal, treatment, recycling for reuse, or a combination); 2) the preferred alternative for managing contaminated soils on the site and a brief justification; and 3) the specific practices to be used to handle, haul, and dispose of contaminated soils on the site. The SMP shall be submitted to the Department of Public Health (DPH) for review and</p>	Project Sponsor		Upon DPH determination that SMP is required.	If SMP is required, Project Sponsor or contractor shall submit a monitoring report to DPH, with a copy to DBI and ERO, at end of construction.	Prior to issuance of certificate of occupancy. Considered complete upon receipt of monitoring report.

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>approval at least six weeks prior to beginning demolition and construction work. A copy of the SMP shall be submitted to the Planning Department to become part of the case file. Additionally, the DPH may require confirmatory samples for the project site.</p>					
<p>Step 3: Handling, Hauling, Treatment, and Disposal of Contaminated Soils and Groundwater.</p> <p>(a) <u>Specific work practices</u>: If, based on the results of the soil tests conducted, DPH determines that the soils on the project site are contaminated at or above potentially hazardous levels, the construction contractor shall be alert for the presence of such soils during excavation and other construction activities on the site (detected through soil odor, color, and texture and results of on-site soil testing), and shall be prepared to handle, profile (i.e., characterize), and dispose of such soils appropriately (i.e., as dictated by local, state, and federal regulations) when such soils are encountered on the site. If excavated materials contain over one percent friable asbestos, they shall be treated as hazardous waste, and shall be transported and disposed of in accordance with applicable State and federal regulations. These procedures are intended to mitigate any potential health risks related to chrysotile asbestos, which may or may not be located on the site.</p> <p>(b) <u>Dust suppression</u>: Soils exposed during excavation for site preparation and project construction activities shall be kept moist throughout the time they are exposed, both during and after construction work hours.</p> <p>(c) <u>Surface water runoff control</u>: Where soils are stockpiled, visqueen shall be used to create an impermeable liner, both beneath and on top of the soils, with a berm to contain any potential surface water runoff from the soil stockpiles during inclement weather.</p> <p>(d) <u>Soils replacement</u>: If necessary, clean fill or other suitable material(s) shall be used to bring portions of the project site, where contaminated soils have been excavated and removed, up to construction grade.</p> <p>(e) <u>Hauling and disposal</u>: Contaminated soils shall be hauled off the project site by waste hauling trucks appropriately certified with the State of California and adequately covered to prevent dispersion of the soils during transit, and shall be disposed of at a permitted hazardous waste disposal facility registered with the State of California. Any contaminated groundwater shall be subject to the requirements of the City's Industrial Waste Ordinance (Ord. No. 199-77), requiring that groundwater meet specified water quality standards before it may be discharged into the system.</p>	Project Sponsor		During construction.	Project Sponsor to provide DPH with monitoring report following soil-disturbing construction period and final monitoring report at conclusion of building construction. Copies of reports to be provided to DBI and ERO.	Prior to issuance of certificate of occupancy. Considered complete upon receipt of monitoring report.

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Step 4: Preparation of Closure/Certification Report</p> <p>After construction activities are completed, the project sponsor shall prepare and submit a closure/certification report to DPH for review and approval. The closure/certification report shall include the mitigation measures in the SMP for handling and removing contaminated soils from the project site, whether the construction contractor modified any of these mitigation measures, and how and why the construction contractor modified those mitigation measures.</p>	Project Sponsor		At completion of foundation.	Project Sponsor to provide closure/certification report to DPH, with copy to DBI and ERO.	<p>Prior to issuance of certificate of occupancy.</p> <p>Considered complete upon receipt of monitoring report.</p>
<p>Mitigation Measure M-HZ-2C: Disposal of Contaminated Soil, Site Health and Safety Plan</p> <p>If, based on the results of the soil tests conducted, the DPH determines that the soils on the project site are contaminated with contaminants at or above potentially hazardous levels, any contaminated soils designated as hazardous waste and required by DPH to be excavated shall be removed by a qualified Removal Contractor and disposed of at a regulated Class I hazardous waste landfill in accordance with California and U.S. Environmental Protection Agency regulations, as stipulated in the Site Mitigation Plan. The Removal Contractor shall obtain, complete, and sign hazardous waste manifests to accompany the soils to the disposal site. Other excavated soils shall be disposed of in an appropriate landfill, as governed by applicable laws and regulations, or other appropriate actions shall be taken in coordination with the DPH.</p> <p>If the DPH determines that the soils on the project site are contaminated with contaminants at or above potentially hazardous levels, a Site Health and Safety (H&S) Plan shall be required by the California Division of Occupational Safety and Health (Cal-OSHA) prior to initiating any earth-moving activities at the site. The Site Health and Safety Plan shall identify protocols for managing soils during construction to minimize worker and public exposure to contaminated soils. The protocols shall include at a minimum:</p> <p>Sweeping of adjacent public streets daily (with water sweepers) if any visible soil material is carried onto the streets.</p>	Project sponsor and construction contractor(s)		During construction.	Project Sponsor to provide DPH with monitoring report following soil-disturbing construction period and final monitoring report at conclusion of building construction. Copies of reports to be provided to DBI and ERO.	<p>Prior to issuance of certificate of occupancy.</p> <p>Considered complete upon receipt of monitoring report.</p>

MONITORING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Characterization of excavated native soils proposed for use on site prior to placement to confirm that the soil meets appropriate standards.</p>					
<p>The dust controls specified in the Construction Dust Control Ordinance (176-08). This includes dust control during excavation and truck loading shall include misting of the area prior to excavation, misting soils while loading onto trucks, stopping all excavation work should winds exceed 25 mph, and limiting vehicle speeds onsite to 15mph.</p>					
<p>Protocols for managing stockpiled and excavated soils.</p>					
<p>The Site Health and Safety Plan shall identify site access controls to be implemented from the time of surface disruption through the completion of earthwork construction. The protocols shall include as a minimum:</p>					
<p>Appropriate site security to prevent unauthorized pedestrian/vehicular entry, such as fencing or other barrier or sufficient height and structural integrity to prevent entry and based upon the degree of control required.</p>					
<p>Posting of “no trespassing” signs.</p>					
<p>Providing on-site meetings with construction workers to inform them about security measures and reporting/contingency procedures.</p>					
<p>If groundwater contamination is identified, the Site Health and Safety Plan and Site Mitigation Plan shall identify protocols for managing groundwater during construction to minimize worker and public exposure to contaminated groundwater. The protocols shall include procedures to prevent unacceptable migration of contamination from defined plumes during dewatering.</p>					
<p>The Site Health and Safety Plan shall include a requirement that construction personnel be trained to recognize potential hazards associated with underground features that could contain hazardous substances, previously unidentified contamination, or buried hazardous debris. Excavation personnel shall also be required to wash hands and face before eating, smoking, and drinking.</p>					
<p>The Site Health and Safety Plan shall include procedures for implementing a contingency plan, including appropriate notification and control procedures, in the event unanticipated subsurface hazards are discovered during construction. Control procedures shall include, but would not be limited to, investigation and removal of underground storage tanks or other hazards.</p>					



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of 5/31/2013, by and between the City and County of San Francisco (the “City”) through its First Source Hiring Administration (“FSHA”) and SST Investments, LLC (“Project Sponsor”).

WHEREAS, Project Sponsor, as developer, proposes to construct 77 new dwelling units, with up to 974 square feet of commercial space and 46 accessory, off-street parking spaces (“Project”) at 480 Potrero Ave, Lots 002C in Assessor’s Block 3973, San Francisco California (“Site”); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a “First Source Hiring Program” which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

- A. Project Sponsor, upon entering into a contract for the construction of the Project with Prime Contractor after the date of this MOU, will include in that contract a provision in the form attached hereto as Exhibit A and Exhibit A-1. It is the Project Sponsor’s responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.
- B. Project Sponsor, as the developer of the Project, will comply with the requirements of Chapter 83 and upon entering into leases for the commercial space at the Project that are subject to Chapter 83, will include in that contract a provision in the form attached hereto as Exhibit B and Exhibit B-1. Project Sponsor will inform the FSHA when leases or occupancy contracts have been negotiated and provide a signed copy of Exhibit B and Exhibit B-1.
- C. Any lessee(s) or operator(s) of commercial space within the Project shall have the same obligations under this MOU as the Project Sponsor.

- D. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified economically disadvantaged individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will provide referrals of Qualified economically disadvantaged individuals for the permanent jobs located within the commercial space of the Project.
- E. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.
- F. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.
- G. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.
- H. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
- J. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

By: _____

Name of Authorized Signer: Reza Khoshnevisan

Company: SIA Consulting Corporation

Address: 1256 Howard St., San Francisco CA 94103

Date: 5/31/2013

Email: reza@siaconsult.com

Phone: 415-922-0200Ext 108

Its:

First Source Hiring Administration

OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103

Attn: Ken Nim, Compliance Manager

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
San Francisco Planning Department
1650 Mission Street, Room 400
San Francisco, California 94103
Attn: Director

Lot 002C in Assessor's Block 3973

**AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND
SST INVESTMENTS, LLC RELATIVE TO THE
DEVELOPMENT KNOWN AS 480 POTRERO**

THIS AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS ("Agreement") dated for reference purposes only as of this ___ day of May 2013, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State of California (the "City"), acting by and through its Planning Department, and SST Investments, LLC ("Developer") with respect to the project approved for 480 Potrero Avenue in San Francisco, California (the "Project"). City and Developer are also sometimes referred to individually as a "Party" and together as the "Parties."

RECITALS

This Agreement is made with reference to the following facts:

A. Code Authorization. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50 et seq., hereafter "Costa-Hawkins Act") imposes limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public entity in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (Section 1954.52(b)). Pursuant to Civil Code Section 1954.52(b), the City's Board of Supervisors has enacted as part of the Inclusionary Affordable Housing Program, Planning Code Section 415 et seq, procedures and requirements for entering into an agreement with a private developer to memorialize the concessions and incentives granted to the developer and to provide an exception to the Costa-Hawkins Act for the inclusionary units included in the developer's project.

B. Property Subject to this Agreement. The property that is the subject of this Agreement consists of the real property in the City and County of San Francisco, California, at 480 Potrero Avenue, Lot 002C in Assessor's Block 3973 and located at the southeast corner of Potrero and Mariposa Streets (hereinafter "Property"). The Property is more particularly described in Exhibit A attached hereto. The Property is owned in fee by Developer.

C. Development Proposal; Intent of the Parties. The Developer proposes to build 77 residential units at the Property. The dwelling units would be offered as rental units and the inclusionary affordable housing would be provided on-site. The Project would fulfill its inclusionary affordable housing requirement by providing 14.4% of the dwelling units, or 11 below-market rate (BMR) units, on-site, assuming that 77 residential units are constructed.

On Thursday, June 20th, 2013, pursuant to Case No. 2011.0430X the Planning Commission approved Large Project Authorization (X) to allow a 58-foot-tall, mixed-use building. The new building would contain 77 residential units, 974 square feet of ground-floor retail use, and 46 parking spaces in a one-level basement parking garage. (the "Project Approval").

Planning Code Section 134 requires all lots in the UMU District to provide a minimum rear yard depth equal to 25 percent of the total depth of the lot on which the building is situated at the lowest story and succeeding level containing a dwelling unit. The proposed rear yard does not meet the dimensional requirements.

Planning Code Section 140 requires dwelling units to have at least one window facing a street or alley, a Code-complying rear yard or open area. 36 of the 77 proposed dwelling units would not face an open area that meets the dimensional requirements mandated by the Planning Code.

Planning Code Section 145.1 requires active uses on the ground floor. Although active uses are proposed on the ground floor, they do not meet the minimum required ground floor ceiling height of 17 feet.

If the Developer is required to comply with the above provisions of the Planning Code, it will be approximately 23 units. The commercial height requirement under Section 145.1 would result in the loss of 13 units since one floor will have to be completely eliminated. In addition, the set-back and exposure requirement under Section 134 and 140 would require the Developer to lose approximately 10 units. Developer estimates that the Project Approval allows Developer to construct approximately 23 more units for the Project than would otherwise have been permitted pursuant to the above Planning Code Sections.

The dwelling units that are the subject of this Agreement are the Project's on-site inclusionary units representing 14.4 percent (14.4%) of the Project's dwelling units, which assuming that 77 dwelling are constructed, would total 11 inclusionary units (the "Inclusionary Units"). The dwelling units in the Project that are not Inclusionary Units, representing 85.6 percent (85.6%) of the Project's dwelling units, which assuming that 77 units are constructed would total 66 units, are referred to herein as the "Market Rate Units". This Agreement is not intended to impose restrictions on the Market Rate Units or any portions of the Project other than the Inclusionary Units. The Parties acknowledge that this Agreement is entered into in consideration of the respective burdens and benefits of the Parties contained in this Agreement and in reliance on their agreements, representations and warranties.

D. Inclusionary Affordable Housing Program. The Inclusionary Affordable Housing Program, San Francisco Planning Code Section 415 et seq. (the "Affordable Housing Program") provides that developers of any housing project consisting of five or more units to pay an Affordable Housing Fee, as defined therein. The Affordable Housing Program provides that developers may be eligible to meet the requirements of the program through the alternative means of entering into an agreement with the City and County of San Francisco pursuant to Chapter 4.3 of the California Government Code for concessions and incentives, pursuant to which the developer covenants to provide affordable on-site units as an alternative to payment of

the Affordable Housing Fee to satisfy the requirements of the Affordable Housing Program and in consideration of the City's concessions and incentives.

E. Developer's Election to Provide On-Site Units. Developer has elected to enter into this Agreement to provide the Inclusionary Units in lieu of payment of the Affordable Housing Fee in satisfaction of its obligation under the Affordable Housing Program and to provide for an exception to the rent restrictions of the Costa-Hawkins Act for the Inclusionary Units only.

F. Compliance with All Legal Requirements. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with the California Environmental Quality Act (Public Resources Code Section 21000 et seq., "CEQA"), Chapter 4.3 of the California Government Code, the Costa-Hawkins Act, the San Francisco Planning Code, and all other applicable laws and regulations.

G. Project's Compliance with CEQA. Pursuant to CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code, the potential significant environmental impacts associated with the Project were described and analyzed, and mitigation measures that would avoid or reduce those impacts to less than significant levels were discussed in the Mitigated Negative Declaration ("MND") for the Project (Case No. 2011.0430E). The information in the MND was considered by the Planning Department and the Planning Department adopted and published the MND on September 26, 2012, in accordance with Section 15070 of the CEQA Guidelines.

H. General Plan Findings. This Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable area or specific plan, and the Priority Policies enumerated in Planning Code Section 101.1, as set forth in Planning Commission Motion No. N/A.

AGREEMENT

The Parties acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

1. GENERAL PROVISIONS

1.1 Incorporation of Recitals and Exhibits. The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

2. CITY'S AND CONCESSIONS AND INCENTIVES FOR THE INCLUSIONARY UNITS.

2.1 Exceptions, Concessions and Incentives. The Developer has received the following exceptions, concessions and incentives for the production of the Inclusionary Units on-site.

2.1.1 Project Approval. The Project Approval granted Developer the right to develop a 58-foot-tall, mixed-use building. The new building would contain 77 residential units, 974 square feet of ground-floor retail use, and 46 parking spaces in a one-level basement parking garage.

2.1.2 Waiver of Affordable Housing Fee. City hereby determines that the Developer has satisfied the requirements of the Affordable Housing Program by covenanting to provide the Inclusionary Units on-site, as provided in Section 3.1, and accordingly hereby waives the obligation of the Developer to pay the Affordable Housing Fee. City would not be willing to enter into this Agreement and waive the Affordable Housing Fee without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the Inclusionary Units as a result of the exemption set forth in California Civil Code section 1954.52(b). Upon completion of the Project and identification of the Inclusionary Units, Developer agrees to record a notice of restriction against the Inclusionary Units in the form required by the Affordable Housing Program.

2.2 Costa-Hawkins Act Inapplicable to Inclusionary Units Only.

2.2.1 Inclusionary Units. The parties acknowledge that, under Section 1954.52(b) of the Costa-Hawkins Act, the Inclusionary Units are not subject to the Costa Hawkins Act. Through this Agreement, Developer hereby enters into an agreement with a public entity in consideration for forms of concessions and incentives specified in California Government Code Sections 65915 et seq. The concessions and incentives are comprised of, but not limited to, the concessions and incentives set forth in Section 2.1.

2.2.2 Market Rate Units. The Parties hereby agree and acknowledge that this Agreement does not alter in any manner the way that the Costa-Hawkins Act or any other law, including the City's Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) apply to the Market Rate Units.

3. COVENANTS OF DEVELOPER

3.1 On-Site Inclusionary Affordable Units. In consideration of the concessions and incentives set forth in Section 2.1 and in accordance with the terms and conditions set forth in the Affordable Housing Program and the Project Approvals, upon Developer obtaining its first certificate of occupancy for the Project, Developer shall provide 14.4 percent (14.4%) of the dwelling units as on-site Inclusionary Units in lieu of payment of the Affordable Housing Fee. For example, based on the contemplated total of 77 units comprising the Project, a total of 11 Inclusionary Units would be required in the aggregate for the entire Project in lieu of payment of the Affordable Housing Fee.

3.2 Developer's Waiver of Rights Under the Costa-Hawkins Act Only as to the Inclusionary Units. The Parties acknowledge that under the Costa-Hawkins Act, the owner of newly constructed residential real property may establish the initial and all subsequent rental rates for dwelling units in the property without regard to the City's Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code). The Parties also understand and agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the Inclusionary Units because this Agreement falls within an express exception to the Costa-Hawkins Act as a contract with a

public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code including but not limited to the concessions and incentives specified in Section 2. Developer acknowledges that the concessions and incentives result in identifiable and actual cost reductions to the Project. Should the Inclusionary Units be deemed subject to the Costa-Hawkins Act, as a material part of the consideration for entering into this Agreement, Developer, on behalf of itself and all its successors and assigns to this Agreement, hereby expressly waives, now and forever, any and all rights it may have under the Costa-Hawkins Act with respect only to the Inclusionary Units (but only the Inclusionary Units and not as to the Market Rate Units) consistent with Section 3.1 of this Agreement. Without limiting the foregoing, Developer, on behalf of itself and all successors and assigns to this Agreement, agrees not to bring any legal or other action against City seeking application of the Costa-Hawkins Act to the Inclusionary Units for so long as the Inclusionary Units are subject to the restriction on rental rates pursuant to the Affordable Housing Program. The Parties understand and agree that the City would not be willing to enter into this Agreement without the waivers and agreements set forth in this Section 3.2.

3.3 Developer's Waiver of Right to Seek Waiver of Affordable Housing Program. Developer specifically agrees to be bound by all of the provisions of the Affordable Housing Program applicable to on-site inclusionary units with respect to the Inclusionary Units. Developer covenants and agrees that it will not seek a waiver of the provisions of the Affordable Housing Program applicable to the Inclusionary Units.

4. MUTUAL OBLIGATIONS

4.1 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Project Approvals.

4.2 Other Necessary Acts. Each Party shall execute and deliver to the other all further instruments and documents as may be reasonably necessary to carry out this Agreement, the Project Approvals, the Affordable Housing Program (as applied to the Inclusionary Units) and applicable law in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

4.3 Effect of Future Changes to Affordable Housing Program. The City hereby acknowledges and agrees that, in the event that the City adopts changes to the Affordable Housing Program after the date this Agreement is executed by both Parties, nothing in this Agreement shall be construed to limit or prohibit any rights Developer may have to modify Project requirements with respect to the Inclusionary Units to the extent permitted by such changes to the Affordable Housing Program.

5. DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Interest of Developer. Developer represents that it is the legal and equitable fee owner of the Property, that it has the power and authority to bind all other persons with legal or equitable interest in the Inclusionary Units to the terms of this Agreement, and that all other

persons holding legal or equitable interest in the Inclusionary Units are to be bound by this Agreement. Developer is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of California. Developer has all requisite power and authority to own property and conduct business as presently conducted. Developer has made all filings and is in good standing in the State of California.

5.2 No Conflict With Other Agreements; No Further Approvals; No Suits. Developer warrants and represents that it is not a party to any other agreement that would conflict with the Developer's obligations under this Agreement. Neither Developer's articles of organization, bylaws, or operating agreement, as applicable, nor any other agreement or law in any way prohibits, limits or otherwise affects the right or power of Developer to enter into and perform all of the terms and covenants of this Agreement. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by Developer of this Agreement or any of the terms and covenants contained in this Agreement. To Developer's knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting Developer or any of its members before any court, governmental agency, or arbitrator which might materially adversely affect Developer's business, operations, or assets or Developer's ability to perform under this Agreement.

5.3 No Inability to Perform; Valid Execution. Developer warrants and represents that it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

5.4 Conflict of Interest. Through its execution of this Agreement, the Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

5.5 Notification of Limitations on Contributions. Through execution of this Agreement, the Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the

City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

5.6 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with the Developer, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by the Developer. A similar provision shall be included in all subordinate agreements let, awarded, negotiated or entered into by the Developer for the purpose of implementing this Agreement.

6. AMENDMENT; TERMINATION

6.1 Amendment or Termination. Except as provided in Sections 6.2 (Automatic Termination) and 8.3 (Remedies for Default), this Agreement may only be amended or terminated with the mutual written consent of the Parties.

6.1.1 Amendment Exemptions. No amendment of a Project Approval shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and this Agreement (subject to any conditions set forth in the amendment). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and any amendment to a Project Approval, then the terms of this Agreement shall prevail and any amendment to this Agreement shall be accomplished as set forth in Section 6.1 above.

6.2 Automatic Termination. This Agreement shall automatically terminate in the event that the Inclusionary Units are no longer subject to regulation as to the rental rates of the Inclusionary Units and/or the income level of households eligible to rent the Inclusionary Units under the Affordable Housing Program, or successor program.

7. TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

7.1 Agreement Runs With The Land. Developer may assign or transfer its duties and obligations under this Agreement to another entity, provided such entity is the legal and equitable fee owner of the Property ("Transferee"). As provided in Section 9.2, this Agreement runs with the land and any Transferee will be bound by all of the terms and conditions of this Agreement.

7.2 Rights of Developer. The provisions in this Section 7 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Property, (ii) encumbering the Property or any portion of the improvements thereon by any mortgage, deed of trust, or other device securing financing with respect to the Property or Project, (iii) granting a leasehold interest in all or any portion of the Property, or (iv)

transferring all or a portion of the Property pursuant to a sale, transfer pursuant to foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a mortgage. None of the terms, covenants, conditions, or restrictions of this Agreement or the other Project Approvals shall be deemed waived by City by reason of the rights given to the Developer pursuant to this Section 7.2. Furthermore, although the Developer initially intends to operate the Project on a rental basis, nothing in this Agreement shall prevent Developer from later selling all or part of the Project on a condominium basis, provided that such sale is permitted by, and complies with, all applicable City and State laws including, but not limited to that, with respect to any inclusionary units, those shall only be sold pursuant to the City Procedures for sale of inclusionary units under the Affordable Housing Program.

7.3 Developer's Responsibility for Performance. If Developer transfers or assigns all or any portion of the Property or any interest therein to any other person or entity, Developer shall continue to be responsible for performing the obligations under this Agreement as to the transferred property interest until such time as there is delivered to the City a legally binding agreement pursuant to which the Transferee assumes and agrees to perform Developer's obligations under this Agreement from and after the date of transfer of the Property (or an interest therein) to the Transferee (an "Assignment and Assumption Agreement"). The City is entitled to enforce each and every such obligation assumed by the Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert any defense against the City's enforcement of performance of such obligation that is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the transfer or assignment, the Assignment and Assumption Agreement, the purchase and sale agreement, or any other agreement or transaction between the Developer and the Transferee. The transferor Developer shall remain responsible for the performance of all of its obligations under the Agreement prior to the date of transfer, and shall remain liable to the City for any failure to perform such obligations prior to the date of the transfer.

7.4 Release Upon Transfer or Assignment. Upon the Developer's transfer or assignment of all or a portion of the Property or any interest therein, including the Developer's rights and interests under this Agreement, the Developer shall be released from any obligations required to be performed from and after the date of transfer under this Agreement with respect to the portion of the Property so transferred; provided, however, that (i) the Developer is not then in default under this Agreement and (ii) the Transferee executes and delivers to the City the legally binding Assignment and Assumption Agreement. Following any transfer, in accordance with the terms of this Section 7, a default under this Agreement by the Transferee shall not constitute a default by the Developer under this Agreement and shall have no effect upon the Developer's rights under this Agreement as to the remaining portions of the Property owned by the Developer. Further, a default under this Agreement by the Developer as to any portion of the Property not transferred or a default under this agreement by the Developer prior to the date of transfer shall not constitute a default by the Transferee and shall not affect any of Transferee's rights under this Agreement.

7.5 Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default.

7.5.1 Notwithstanding anything to the contrary contained in this Agreement (including without limitation those provisions that are or are intended to be covenants running with the land), a mortgagee or beneficiary under a deed of trust, including any mortgagee or beneficiary who obtains title to the Property or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action, ("Mortgagee") shall not be obligated under this Agreement to construct or complete the Inclusionary Units required by this Agreement or to guarantee their construction or completion solely because the Mortgagee holds a mortgage or other interest in the Property or this Agreement. The foregoing provisions shall not be applicable to any other party who, after such foreclosure, conveyance, or other action in lieu thereof, or other remedial action, obtains title to the Property or a portion thereof from or through the Mortgagee or any other purchaser at a foreclosure sale other than the Mortgagee itself. A breach of any obligation secured by any mortgage or other lien against the mortgaged interest or a foreclosure under any mortgage or other lien shall not by itself defeat, diminish, render invalid or unenforceable, or otherwise impair the obligations or rights of the Developer under this Agreement.

7.5.2 Subject to the provisions of the first sentence of Section 7.5.1, any person, including a Mortgagee, who acquires title to all or any portion of the mortgaged property by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise shall succeed to all of the rights and obligations of the Developer under this Agreement and shall take title subject to all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote any portion of the Property to any uses, or to construct any improvements, other than the uses and improvements provided for or authorized by the Project Approvals and this Agreement.

7.5.3 If City receives a written notice from a Mortgagee or from Developer requesting a copy of any Notice of Default delivered to Developer and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default delivered to Developer under this Agreement. In accordance with Section 2924 of the California Civil Code, City hereby requests that a copy of any notice of default and a copy of any notice of sale under any mortgage or deed of trust be mailed to City at the address shown on the first page of this Agreement for recording, provided that no Mortgagee or trustee under a deed of trust shall incur any liability to the City for any failure to give any such notice of default or notice of sale except to the extent the City records a request for notice of default and notice of sale in compliance with Section 2924b of the California Civil Code (a "Request for Special Notice") with respect to a specific mortgage or deed of trust and the Mortgagee or trustee fails to give any notice required under Section 2924b of the California Civil Code as a result of the recordation of a Request for Special Notice.

7.5.4 A Mortgagee shall have the right, at its option, to cure any default or breach by the Developer under this Agreement within the same time period as Developer has to remedy or cause to be remedied any default or breach, plus an additional period of (i) thirty (30) calendar days to cure a default or breach by the Developer to pay any sum of money required to be paid hereunder and (ii) ninety (90) days to cure or commence to cure a non-monetary default or breach and thereafter to pursue such cure diligently to completion; provided that if the Mortgagee cannot cure a non-monetary default or breach without acquiring title to the Property, then so long as Mortgagee is diligently pursuing foreclosure of its mortgage or deed of trust,

Mortgagee shall have until ninety (90) days after completion of such foreclosure to cure such non-monetary default or breach. Mortgagee may add the cost of such cure to the indebtedness or other obligation evidenced by its mortgage, provided that if the breach or default is with respect to the construction of the improvements on the Property, nothing contained in this Section or elsewhere in this Agreement shall be deemed to permit or authorize such Mortgagee, either before or after foreclosure or action in lieu thereof or other remedial measure, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete in the manner provided in this Agreement the improvements on the Property or the part thereof to which the lien or title of such Mortgagee relates. Notwithstanding a Mortgagee's agreement to assume the obligation to complete in the manner provided in this Agreement the improvements on the Property or the part thereof acquired by such Mortgagee, the Mortgagee shall have the right to abandon completion of the improvement at any time thereafter.

7.5.5 If at any time there is more than one mortgage constituting a lien on any portion of the Property, the lien of the Mortgagee prior in lien to all others on that portion of the mortgaged property shall be vested with the rights under this Section 7.5 to the exclusion of the holder of any junior mortgage; provided that if the holder of the senior mortgage notifies the City that it elects not to exercise the rights sets forth in this Section 7.5, then each holder of a mortgage junior in lien in the order of priority of their respective liens shall have the right to exercise those rights to the exclusion of junior lien holders. Neither any failure by the senior Mortgagee to exercise its rights under this Agreement nor any delay in the response of a Mortgagee to any notice by the City shall extend Developer's or any Mortgagee's rights under this Section 7.5. For purposes of this Section 7.5, in the absence of an order of a court of competent jurisdiction that is served on the City, a then current title report of a title company licensed to do business in the State of California and having an office in the City setting forth the order of priority of lien of the mortgages shall be reasonably relied upon by the City as evidence of priority.

7.6 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Property is and shall be constructively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

8. ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

8.1 Enforcement. The only parties to this Agreement are the City and the Developer. This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

8.2 Default. For purposes of this Agreement, the following shall constitute a default under this Agreement: the failure to perform or fulfill any material term, provision, obligation, or covenant hereunder and the continuation of such failure for a period of thirty (30) calendar days following a written notice of default and demand for compliance; provided, however, if a

cure cannot reasonably be completed within thirty (30) days, then it shall not be considered a default if a cure is commenced within said 30-day period and diligently prosecuted to completion thereafter, but in no event later than one hundred twenty (120) days.

8.3 Remedies for Default. In the event of an uncured default under this Agreement, the remedies available to a Party shall include specific performance of the Agreement in addition to any other remedy available at law or in equity. In addition, the non-defaulting Party may terminate this Agreement subject to the provisions of this Section 8 by sending a Notice of Intent to Terminate to the other Party setting forth the basis for the termination. The Agreement will be considered terminated effective upon receipt of a Notice of Termination. The Party receiving the Notice of Termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

8.4 No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

9. MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

9.2 Binding Covenants; Run With the Land. From and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Regardless of whether the procedures in Section 7 are followed, all provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

9.3 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

9.4 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by

legal counsel for both City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to the Agreement or the Project Approval as it may be amended from time to time pursuant to the provisions of the Agreement, whether or not the particular reference refers to such possible amendment.

9.5 Project Is a Private Undertaking; No Joint Venture or Partnership.

9.5.1 The development proposed to be undertaken by Developer on the Property is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. The Developer shall exercise full dominion and control over the Property, subject only to the limitations and obligations of the Developer contained in this Agreement or in the Project Approvals.

9.5.2 Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and the Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. The Developer is not a state or governmental actor with respect to any activity conducted by the Developer hereunder.

9.6 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

9.7 Time of the Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

9.8 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Evan A. Gross, Dep. City Attorney

To Developer:

SST Investments, LLC
Attn: Sufi Tahbazof Hariri
1256 Howard Street
San Francisco, CA 94103

9.9 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

9.10 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

9.11 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

9.12 Sunshine. The Developer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure.

9.13 Effective Date. This Agreement will become effective on the date that the last Party duly executes and delivers this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

Approved as to form:
Dennis J. Herrera, City Attorney

By: _____
John Rahaim
Director of Planning

By: _____
Evan A. Gross
Deputy City Attorney

DEVELOPER



Siavash Tahbazof
Manager of SST Investments, LLC

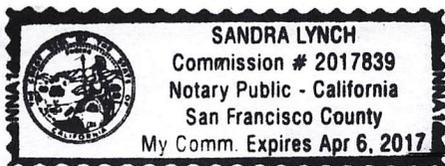
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On June 3, 2013 before me, Sandra Lynch, Notary Public, personally appeared Sa Tahbaz of, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

(Notary Seal)

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

SANDRA LYNCH
Commission # 2017839
Notary Public - California
San Francisco County
Expires Apr 6, 2017



EXHIBIT A

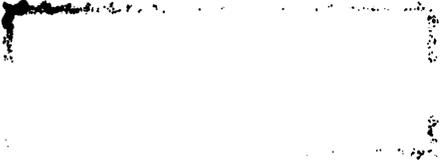
Legal Description of Property

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

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF
MARIPOSA STREET AND THE WESTERLY LINE OF POTRERO AVENUE; RUNNING
THENCE NORTHERLY AND ALONG SAID LINE OF POTRERO AVENUE 150 FEET;
THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE
SOUTHERLY 150 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET; THENCE
AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF MARIPOSA STREET 100 FEET
TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCK NO. 64.

APN: LOT: 002C BLK; 3973



RON MIGUEL

600 De Haro St., San Francisco, CA 94107
T-415/285/0808 F-415/641/8621 E-rm@well.com C-415-601-0708

27 January 2013

Supervisor Malia Cohen
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: 480 Potrero Ave. – SIA Consulting development

Dear Supervisor Cohen:

Following your suggestion, Jean Bogiages contacted me regarding the proposed SIA project at 480 Potrero St. I have met with her and several of her neighbors. We spent some time discussing both the planning process and the proposed development itself. I contacted SIA Consulting who were very receptive and provided me with their current (1/7/13) plans. I've also spoken with Ben Fu at the Planning Department who is processing the project. 480 Potrero Ave. is one of the very early developments in this area since the Eastern Neighborhoods rezoning, and the general public is not entirely conversant with requirements and procedures.

After reviewing the plans; considering the neighbors' concerns; carefully walking the site and surrounding area; as well as touring the Verdi Club which abuts the project's lot-line on Mariposa St., I have the following comments:

Area: Potrero Ave. is a very wide major transit corridor. Both sides of Potrero Ave. from 15th St. to 19th St. consist primarily of retail, commercial and a minimum amount of residential. None of the residential, with the exception of the Mariposa Garden Apartments, 530 Potrero Ave. (public housing), is at ground level – they all have retail, commercial, or garages under the first living floor. The Mariposa Garden Apartments have a sizeable and depressed setback from their Potrero Ave. property line and are entirely gated. (This changes south of 19th St. due to public lands and SF General Hospital on the east and mostly housing on the west side of Potrero Ave.)

Neg Dec: The neighbors questioned the Neg Dec which was issued for this project. In my opinion, a Neg Dec is entirely appropriate, and I so advised them.

Parking: The site slopes sharply to the west creating a logical parking entry and exit at the west end of the building on Mariposa St.. This is several feet away from the Verdi Club entrance, and should not cause a problem. The parking ratio is consistent with the zoning, although daytime street parking in the immediate neighborhood appears to be 90-100% full. I would like to see at least double the number of bicycle parking spaces – currently 18. I believe that 1:1 bike parking should be a standard.

Building configuration: Because of the building configurations in the immediate Potrero Ave. area (see **Area** above), I believe that ground-floor commercial/retail, in keeping with this mixed-use stretch, is the preferred use – not residential. It is far more complementary to the neighborhood. Potrero Ave. is not, and should not become, a primarily residential street – its proper concept is mixed-use. Also, creating ground-

floor residential will, in my opinion, necessitate barred ground floor windows. Although mixed-use will impact the residential unit count and possibly the parking, it should be mandated for this site.

The positioning of the building lobby and elevators at the north end of the building on Potrero Ave. causes two problems: First: this entry is directly adjacent to a large, heavily used auto repair facility with a high degree of auto traffic as well as the usual associated fumes, etc. – not a great pedestrian environment.

Second: having the elevators here necessitates approximately 150-feet of travel to some of the units – not an optimum configuration. Positioning the entry at the south corner – Mariposa St. - would solve both problems and emphasize the corner element of the structure. (The recently submitted design change did improve the general look of the corner.)

Current zoning allows a building height of 58 feet, which is entirely appropriate at this site – wide street, corner location. I would like to see a 10/15-foot setback on both street faces of the upper floor (except for the corner element) to bring the building's visual appearance more in keeping with the neighborhood.

The elevator and stair towers should be minimized to the greatest extent possible.

Landscaping: I did not see any landscaping plan other than a series of very shallow boxes at street level with greens (ivy?) climbing up the building. My experience shows this to be totally impracticable. An overwhelming degree of exhaust and dirt from the high traffic of buses and cars creates a very inhospitable small-plant environment, and these will undoubtedly become secondary trash receptacles and ashtrays. A better landscape plan is needed.

The sidewalks on Potrero Ave. and, particularly, on Mariposa St. are in disrepair. Street trees and other elements in accordance with the Better Streets Plan should be required.

Verdi Club: Adjoining the project on Mariposa St. is the Verdi Club: a unique San Francisco institution dating from 1916 and in this location since 1935. It is a large (300 seat) live entertainment, music, wedding, public assembly, and meeting venue with a very high usage – particularly evenings and weekends. A children's music school also holds regular classes there. Although I do not believe there has been a sound engineer's report as yet, sound attenuation measures – both to the east face of the Verdi Club and the west face of the development are called for. A full sound engineering report should be mandatory. In addition, a notification in the CC&Rs as to an adjacent live entertainment venue and the adjacent auto repair shop on the north side must be required.

Please let me know if I can be of further assistance. I'm available if any of the parties wish to discuss this further.

Sincerely,

Ron Miguel

CC: Jean Bogiages
Dean Dinelli, Verdi Club
SIA Consulting
Ben Fu, Planning Dept.

RON MIGUEL

600 De Haro St., San Francisco, CA 94107
T-415/285/0808 F-415/641/8621 E-rm@well.com C-415-601-0708

1 June 2012

Reza Khoshnevisan
SIA Consulting Corp
1256 Howard St.
San Francisco, CA 94103

RE: 480 Potrero Ave., San Francisco, CA

Dear Ms. Khoshnevisan:

Thank you for sending me the revised plans for your 480 Potrero development. I have not discussed the project with anyone since last March.

I find the revised project addresses many of the objections noted in my letter of 1/27/13: some commercial at the street is now included; the 5th & 6th floors are set back from the street; moving the building entrance further south will eliminate unsafe passage due to the auto repair facility's entrance, and it shortens the walking distance to the furthest units; also, the landscaping plan seems somewhat improved – an automated watering system for plantings next to the building is essential.

My letter of 1/27/13 concluded with a section on your relationship to the Verdi Club. I suggested a sound engineering report and associated sound attenuation measures – some of which might have to be to the Verdi Club's structure. I trust that this has been a consideration, as a note in the CC&Rs is not sufficient.

My only other comment is that I believe there should be 1:1 bicycle parking and at least one carshare space.

Sincerely,

Ron Miguel

CC: Supervisor Malia Cohen
Jean Bogiages, 480 Potrero Neighbors
Dean Dinelli, Verdi Club
Ben Fu, Planning Dept.

Jonas P. Ionin
Acting Commission Secretary
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

July 31, 2013

Dear Secretary Ionin, Planning Commissioners and Reza Khoshnevisan,

The neighborhood Group, MUNA and the Verdi Club want you to know what changes we would like to see in the development planned for 480 Potrero by SIA Consulting Corporation.

The project should not be approved until the project proponent complies with the planning code, CEQA and relevant regulations. The Planning Department should require compliance as to the issues set out below:

- The current architectural per code are to be prepared and submitted by a licensed architect. Proof has not been given that design documents for this matter comply with this requirement, which has been brought to the attention of the Planning Department staff.
- A geotechnical study of the proposed project should be required to ensure that there will not be damage to the adjacent Verdi Club, a documented historical resource. The project has submitted only a 2004 study for a completely different and much smaller proposed building.
- A mitigation plan should be required to ensure that the new project as no adverse impacts on the Verdi Club, a documented historical resource.
- The proponent should be required to renote the project and include Downtown High School, with is within ¼ mile of the project and by law should have been provided written notice (California Code of Regulations – CCR Title 14: Guidelines §15186). The Planning Dept. staff admits no such notice was undertaken.
- A health risk assessment should be required to review the potential exposures to asbestos to the pre- kindergarten children attending classes at the Verdi Club and to the environmental justice community at the Mariposa Gardens housing project located just across the street from the proposed project.
- Require a reevaluation of the project based on a new Phase 1 ESA, as it is improper under current regulations to base the project on a Phase 1 ESA that was 13 years old for a different project, to create the current Preliminary and Revised Negative Declaration.

Building Design

- No higher than 4 stories. The current project would be two stories higher than any building in the Potrero Hill-Eastern Mission area with the exception of the new General Hospital building.
- Fencing on roof and elevator shaft must count as height
- First floor should all be commercial. If first floor is residential, it needs to be set back from the street.
- Open Space and Back Yard requirements need to be met with green open space. Provide areas where trees and plants can grow in the ground or create a nearby park.

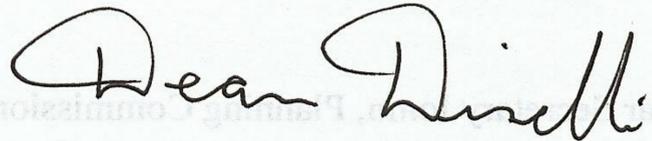
We feel that the current building design does not meet the Planning Department guidelines for infill residential development as well as the intent of the UMU zoning. We would be happy to meet with the developer and discuss changes.

We hope that you will give due consideration to the community's concerns and that it will not be necessary for MUNA, the Verdi Club and the surrounding community to move to a more litigious position with regard to the project.

Thank you,



Jean Bogiages, MUNA Chair
550 Utah Street
San Francisco, CA 94110



Dean Dinelli, Verdi Club President
2424 Mariposa Street
San Francisco, CA 94110

CC: Rodney Fong, Cindy Wu, Michael Antonini, Gwyneth Borden, Richard Hillis, Katherin Moore, Hisashi Sugaya, Reza Khoshnevisan, Don Lewis, Ben Fu

ALBERT LAW CORPORATION

66 GEORGE LANE, SUITE 101
SAUSALITO, CALIFORNIA 94965-1890
TELEPHONE: (415) 332-5600
FACSIMILE: (415) 332-9216
www.albertlawcorp.com

July 31, 2012

VIA E-MAIL AND FIRST CLASS MAIL

Reza Khoshnevisan
SIA Consulting, Inc.
1256 Howard Street
San Francisco, CA 94103

Re: SF Planning Case No: 2011.0430E
Project Address: 480 Potrero Avenue

Dear Mr. Khoshnevisan:

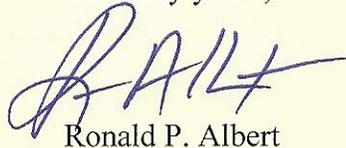
I represent the owners of 445 Hampshire Street, San Francisco, California, which is immediately adjacent to the project site. My clients have been trying without success to contact the owners of 480 Potrero Avenue for the past several years in order to discuss drainage problems emanating from 480 Potrero Avenue.

Jim Bruschera, a representative of the owners, has left several messages at your firm's office since receiving notice of this proposed project. His messages have gone unreturned.

My clients welcome the prospect of improvement of this property. However, they are concerned about some aspects of the project, and are very concerned about the repeated failure by both the owners of this property and their representatives to respond to our attempted communications.

Please acknowledge receipt of this letter, and please call Jim Bruschera at 850-7045 to discuss this project. Thank you in advance for your courtesy.

Sincerely yours,



Ronald P. Albert

RPA:cd

cc: J. Bruschera
D. Lewis, SF Planning Dept

From: [margarete](#)
To: [Fu, Ben](#); [Lewis, Don \(CPC\)](#)
Subject: Opposition to the 480 Potrero Development Project
Date: Wednesday, June 12, 2013 4:22:44 PM

Dear SF Planning Commission,

I'm emailing to state my opposition to the proposed development at 480 Potrero (& Mariposa Street). A massive six story building of that size and density of 84 condos would negatively impact this neighborhood.

Aesthetically, a building of that size would be out of character with the existing buildings. Most buildings are 3-4 stories tall and a 6-story building would affect current sight lines & look out of place.

The density of that building would also negatively impact the neighborhood. 84 condos packed into that small corner space would introduce more cars circling around for already scarce parking.

I would propose that the developer scale back in their plans to coexist with the existing landscape of 3-4 story buildings. Please take the neighborhood into serious consideration when considering this over-development project.

Sincerely,
Margarete Lee

From: Fu, Ben
To: ["saul_griffith"](mailto:saul_griffith)
Subject: RE: re : Case No 2011.0430XE
Date: Tuesday, June 04, 2013 11:43:00 AM

Saul,

You are welcome to request to review the case materials here at the Planning Department. A 24-hr advance notice is appreciated so the file can be made available to you. You can also obtain an electronic copy of the case materials on the Planning Department website by visiting the Planning Commission agenda the Friday before the hearing, which in this case is June 14. Currently, the hearing is scheduled for June 20, 2013. You are encouraged to attend the hearing if you have concerns with the project.

Regards,

Ben A. Fu, City Planner
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
T: 415.558.6613
F: 415.558.6409
ben.fu@sfgov.org

From: saul griffith [<mailto:saulty@gmail.com>]
Sent: Monday, June 03, 2013 2:08 PM
To: Fu, Ben
Subject: re : Case No 2011.0430XE

I'm a building owner within 300ft of this proposal (3101 20th St).

I'm concerned by the design review and exceptions and hence what is being built.

Can i see a copy of the plans before the public meeting ?

Are they available electronically ?

What should I be aware of apart from this ?

Kind regards,

Saul.

--

Saul Griffith.
Principal.
Otherlab.com
415.225.3618

From: [Adrian Simi](#)
To: [Fu, Ben](#)
Cc: [Reza Khoshnevisan](#)
Subject: 480 Potrero
Date: Monday, June 03, 2013 4:14:42 PM

Hello Mr. Fu,

I am writing on behalf of our membership of Carpenters Local 22. We have built a strong relationship with the developer of this parcel and look forward to building this project. We feel this is a great project for Local 22 and San Francisco both. It will provide good paying jobs that include benefits such as healthcare, apprenticeship training and a retirement for those who work on it. These are our next generation of Union Carpenters and we are very proud as you can imagine.

San Francisco is in need of more housing and this developer is right there to fill that need. This project will provide not only a job, but a possibility of a new home that he or she may occupy when the job is completed. How cool is that? Gone are the days when San Francisco was built by San Franciscans. Unfortunately today many out of town contractors bring in workers from other areas of California and pay them well below what they are worth. Mr. Tahbazof has gone the extra mile to make sure that this will be a project that is good for San Francisco and good for it's Carpenters. Pure and simple, this is a project that we can be proud to have been involved with. Please move forward with 480 Potrero.

Thank you and all the best,

Adrian Simi
Carpenters Local 22
2085 3rd Street
San Francisco, CA 94107
Cell: 650-333-4420
Office: 415-355-1322
Fax: 415-355-1422

480 Potrero Ave Development
Neighborhood Petition

I am a neighbor of the proposed development at 480 Potrero Avenue.

I have reviewed the proposed plans that will be presented at the San Francisco Planning Commission, June 20th 2013 and support the apartment building as proposed.

Name:

Address:

1. Lupo Gómez 2445 Mariposa St #317
2. Elton League 530 Potrero Ave #110
3. Melina H. Miller 530 Potrero Ave #211
4. Chris Milcan 530 POTRERO AVE #215
5. Jacqueline Roverso 2445 Mariposa St #321
6. Lizbeth Gutierrez 530 Potrero Ave #311
7. Ana Miranda 530 Potrero Ave Apt 201
8. Maria @ Leticia 530 Potrero Ave APT #209
9. Lucia Duran 530 Potrero Ave APT #309
10. Shane Morley 530 Potrero Ave Apt 305
11. Anvora Español 530 Potrero Ave #304
12. Emma Jackson 530 Potrero Ave #302
Apt #310
13. Wanda Andrades 2445 Mariposa St.
14. Rafael Picazo 2445 Mariposa St. #320
15. Myrna Calderon 2445 Mariposa St. 323

480 Potrero Ave Development
Neighborhood Petition

I am a neighbor of the proposed development at 480 Potrero Avenue.

I have reviewed the proposed plans that will be presented at the San Francisco Planning Commission, June 20th 2013 and support the apartment building as proposed.

Name:

Address:

1. [Signature] 530 Potrero Ave Apt 112
2. Cataly Barahona 530 Potrero Av. Apt 321
3. Ana Rattl 330 Potrero Av. Apt 321
4. Ana Reyes 530 Potrero Ave. Apt. 101
5. Jewel A 2445 Mariposa Apt 324
6. Jonathan SAUcher 330 Potrero St. Apt # 111
7. Guillermo Liang 530 Potrero Ave # 306
8. Elena Ramirez 530 Potrero Av # 102
9. [Signature] 2445 Mariposa APT 318
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____



San Francisco Planning Commission
1 Doctor Carlton B Goodlett Place
San Francisco, CA 94102

RE: 480 Potrero Avenue: Revision Made as a Result of July 18th, 2013 Hearing Comments

Dear Honorable Commissioners:

The following revisions and mitigation measures are an attempt at implementing the recommendations and alleviating the concerns made by the Planning Commission at the hearing held on July 18th, 2013:

- A reduced massing adjacent to the Verdi Club to the West with a setback at the top two floors of 6 feet from property line.
- Net reduction in area of more than 500 square feet from the previous design.
- Loss of Two (2) Units. Total units: 75, previous submittal total: 77
- New higher ratio of Family Sized Units as a result from reduced massing and unit loss.
- New higher parking ratio of .63 as a result from reduced massing and unit loss.
- Proposed more relief in the fenestration; providing more articulation in the composition of the building with breaks in the massing.
- Providing stronger symmetry in the primary order of the building.
- Reduced the height of the projecting box bays at the South (Mariposa) elevation in address of the variation in design.
- Adjusted windows to improve the proportion and scale.
- Incorporated additional balcony areas at the envelope.
- Received new updated Geotechnical Report by Treadwell & Rollo to ensure proper method of construction to avoid damage to Verdi Club



- Our Engineering Team analyzed the relationship of the proposed building's foundation bottom to that of the Verdi Club's resulting in no need for underpinning of Verdi Club's foundation. As per Treadwell and Rollo's recommendation, a spread footing foundation is possible and any drilling of piers, if necessary, would be conducted at a substantial distance from the Verdi Club alleviating concerns of vibration. SEE SECTION AT SHEET A-4.1
- We would like to emphasize minimal excavation will be required adjacent to the Verdi Club due to the location and elevation of the garage entry and the secondary exit which is bordering the Verdi Club, therefore alleviating concerns of vibration.
- Our Structural Engineering Team, the Soils Engineer of Record and the Department of Building Inspection will be involved with the approval of plans and will supervise the construction to ensure the protection of the Verdi Club and all surrounding buildings and infrastructure.
- Received new draft of Subsurface Investigation (Phase-II) by Sequoia Environmental and Engineering Corporation resulting in no further subsurface contamination and/or investigation.
- Prior to the hearing held on July 18th, a Remedial Action Program Application was filed with the Department of Public Health. Our updated Phase I and II, along with the updated Geotechnical Report has been submitted to the Department of Public Health for review and recommendation. The mitigation program, if needed, will be enforced and vetted by the Department of Public Health.

In conclusion, we hope that all strides made in neighborhood outreach, as evident by testimonials and documentation, and all work which has been done in tandem with expert engineers and designers illustrates our commitment to ensuring a well-designed and safely built development. We are dedicated to providing an environment that will further enhance the neighborhood for years to come.

Thank you,

Reza Khoshnevisan
SIA Consulting Corporation

ABBREVIATION

# & @	POUND OR NUMBER AND ABOVE	H.C. HI	HANDICAPPED HIGH
ABV	ABOVE	HM	HOLLOW METAL
ACT	ACOUSTIC CEILING TILE	HP	HIGH POINT
AD	AREA DRAIN	HR	HOUR
AFF	ABOVE FINISHED FLOOR	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
ALUM	ALUMINUM	IRGWB	IMPACT RESISTANT GYPSUM WALLBOARD
APPROX	APPROXIMATE	ILO	IN LIEU OF
ANOD	ANODIZED	INSUL	INSULATED
ASPH	ASPHALT	INT	INTERIOR
BD	BOARD	LO	LOW
BLDG	BUILDING	MAX	MAXIMUM
BLKG	BLOCKING	MECH	MECHANICAL
BOT	BOTTOM	MEMBR	MEMBRANE
BSMT	BASEMENT	MIN	MINIMUM
BST	BOTTOM OF STAIRS	MO	MASONRY OPENING
BYND	BEYOND	MTL	METAL
CIP	CAST IN PLACE	(N)	NEW
CHNL	CHANNEL	NIC	NOT IN CONTRACT
CJ	CONTROL JOINT	NO	NUMBER
CLG	CEILING	NOM	NOMINAL
CLO	CLOSET	N.T.S.	NOT TO SCALE
CLR	CLEAR	O.C.	ON CENTER
CNTR	COUNTER	OFF	OFFICE
CMU	CONCRETE MASONRY UNIT	OH	OPPOSITE HAND
COL	COLUMN	OZ	OUNCE
COMPR	COMPRESSIBLE	PCC	PRE-CAST CONCRETE
CONC	CONCRETE	P.L.	PROPERTY LINE
CONT	CONTINUOUS	PLUMB	PLUMBING
CORR	CORRIDOR	PLYD	PLYWOOD
CPT	CARPET	PT	PRESSURE TREATED
CT	CERAMIC TILE	PNT	PAINT/PAINTED
CTR	CENTER	PVC	POLYVINYL CHLORIDE
CTYD	COURTYARD	RBR	RUBBER
DBL	DOUBLE	RCP	REFLECTED CEILING PLAN
DEMO	DEMOLISH	RD	ROOF DRAIN
DET	DETAIL	RDWD	REDWOOD
D.F.	DRINKING FOUNTAIN	REQD	REQUIRED
DIA	DIAMETER	RM	ROOM
DIMS	DIMENSIONS	S.F.	SQUARE FOOT
DN	DOWN	SIM	SIMILIAR
DR	DOOR	SPEC	SPECIFIED OR SPECIFICATION
DWG	DRAWING	SPK	SPRINKLER
(E)	EXISTING	SSTL	STAINLESS STEEL
EA	EACH	STC	SOUND TRANSMISSION COEFFICIENT
EL	ELEVATION	STD	STANDARD
ELEC	ELECTRICAL	STL	STEEL
ELEV	ELEVATOR/ELEVATION	STRUCT	STRUCTURAL
EQ	EQUAL	SQ.	SQUARE
EXT	EXTERIOR	T&G	TONGUE AND GROOVE
EXP JT	EXPANSION JOINT	TC	TOP OF CURB
EXT	EXTERIOR	TELE	TELEPHONE
F.D.	FLOOR DRAIN	TLT	TOILET
FEC	FIRE EXTINGUISHER CABINET	TO	TOP OF
FIXT	FIXTURE	TOC	TOP OF CONCRETE
FLR	FLOOR	TOS	TOP OF STEEL
FLUOR	FLUORESCENT	TP	TOILET PAPER DISPENSER
FM	FILLED METAL	T/D	TELEPHONE/DATA
FND	FOUNDATION	TST	TOP OF STAIRS
FO	FACE OF	TYP	TYPICAL
F.O.F.	FACE OF FINISH	U.N.O.	UNLESS NOTED OTHERWISE
FURR	FURRING	U/S	UNDERSIDE
GA	GAUGE	V.I.F.	VERIFY IN FIELD
GALV	GALVANIZED	VP	VISION PANEL
G.B.	GRAB BAR	W/	WITH
GND	GROUND	WD	WOOD
GRP	GROUP	W.H.	WATER HEATER
GWB	GYPSUM WALL BOARD		
GYP	GYPSUM		

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN COMPLETE COMPLIANCE WITH ALL APPLICABLE CODES, LAWS, ORDINANCES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK. ALL CONTRACTORS SHALL HOLD HARMLESS THE ARCHITECT/ENGINEER AND THE OWNER FROM ALL DAMAGES AND/OR PENALTY ARISING OUT OF VIOLATION THEREOF.
2. ALL ATTACHMENTS, CONNECTIONS OR FASTENING OF ANY NATURE ARE TO BE PROPERLY AND PERMANENTLY SECURED IN CONFORMANCE WITH THE BEST PRACTICE OF THE BUILDING INDUSTRY. DRAWINGS SHOWS ONLY SPECIAL REQUIREMENTS TO ASSIST THE CONTRACTOR AND DO NOT ILLUSTRATE EVERY DETAIL.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS DIMENSIONS, AND MEASUREMENTS IN THE FIELD BEFORE BEGINNING WORK. ANY AND ALL DISCREPANCIES, UNUSUAL CIRCUMSTANCES, ERRORS OMISSIONS AND/OR CONFLICTS FUNDS SHALL BE REPORTED TO THE ARCHITECT/ENGINEER'S AND THE OWNER ATTENTION IMMEDIATELY BEFORE PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN ARCHITECTURAL, STRUCTURAL, FIRE PROTECTION, MECHANICAL, PLUMBING, AND ELECTRICAL. THIS INCLUDES REVIEWING REQUIREMENTS OF INDIVIDUAL SYSTEMS BEFORE ORDERING AND INSTALLATION OF ANY WORK, VERIFY ALL ARCHITECTURAL DETAILS AND ALL FINISH CONDITIONS (WHETHER DEPICTED IN DRAWINGS OR NOT) WITH THE SAME DISCIPLINES.
5. UNLESS OTHERWISE NOTED, ALL ANGLES SHALL BE RIGHT ANGLES, ALL LINES WHICH APPEAR PARALLEL SHALL BE PARALLEL, AND ALL ITEMS WHICH APPEAR CENTERED SHALL BE CENTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL LINES TRUE LEVEL, PLUMB AND SQUARE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND PROTECTION DURING CONSTRUCTION. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROTECTED. ALL MATERIALS DELIVERED TO THE SITE SHALL BE PROPERLY STORED AND PROTECTED UNTIL INSTALLATION. ALL LUMBER SHALL BE PROTECTED FROM MOISTURE AND STORED ABOVE GROUND.
7. DETAILED AND/OR LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL AND SMALLER SCALE DRAWINGS. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL SCALED DIMENSIONS SHALL BE VERIFIED.
8. ALL WORK SHALL BE DONE UNDER PERMIT. PLANS AND CALCULATIONS, IF REQUIRED, SHALL BE SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

PROJECT NAME

**480 POTRERO AVE.
SAN FRANCISCO, CA**

FIRST FLOOR RESIDENTIAL UNIT MATRIX						
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT
10,580 ± S.F.	7,441 ± S.F.	STUDIO UNIT	110	338 ± S.F.	-	2 UNIT
			112	500 ± S.F.	-	
		1-BEDROOM UNIT	102	516 ± S.F.	-	6 UNITS
			103	697 ± S.F.	-	
			104	569 ± S.F.	-	
			106	546 ± S.F.	-	
			109	585 ± S.F.	-	
			111	570 ± S.F.	-	
		2-BEDROOM UNIT	101	722 ± S.F.	-	4 UNITS
			105	988 ± S.F.	-	
			107	694 ± S.F.	-	
108	715 ± S.F.	-				
TOTAL				7,441 ± S.F.	-	12 UNITS

SECOND FLOOR RESIDENTIAL UNIT MATRIX						
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT
11,140 ± S.F.	9,142 ± S.F.	STUDIO UNIT	210	338 ± S.F.	-	1 UNIT
			210	338 ± S.F.	-	
		1-BEDROOM UNIT	202	516 ± S.F.	-	5 UNITS
			204	593 ± S.F.	-	
			206	570 ± S.F.	-	
			212	568 ± S.F.	-	
			213	591 ± S.F.	-	
			213	591 ± S.F.	-	
		2-BEDROOM UNIT	203	790 ± S.F.	-	5 UNITS
			207	969 ± S.F.	-	
			208	740 ± S.F.	-	
			209	691 ± S.F.	-	
			211	726 ± S.F.	-	
			211	726 ± S.F.	-	
		3-BEDROOM UNIT	201	937 ± S.F.	-	2 UNITS
205	1,116 ± S.F.		-			
205	1,116 ± S.F.		-			
TOTAL				9,142 ± S.F.	-	13 UNITS

THIRD FLOOR RESIDENTIAL UNIT MATRIX						
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT
11,236 ± S.F.	9,402 ± S.F.	1-BEDROOM UNIT	302	516 ± S.F.	-	7 UNITS
			304	593 ± S.F.	-	
			306	570 ± S.F.	-	
			308	552 ± S.F.	-	
			310	526 ± S.F.	-	
			312	568 ± S.F.	-	
			313	604 ± S.F.	-	
			307	969 ± S.F.	-	3 UNITS
			309	705 ± S.F.	-	
			311	739 ± S.F.	-	
			301	937 ± S.F.	-	3 UNITS
303	995 ± S.F.	-				
305	1,131 ± S.F.	-				
TOTAL				9,402 ± S.F.	-	13 UNITS

FOURTH FLOOR RESIDENTIAL UNIT MATRIX						
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT
11,172 ± S.F.	9,339 ± S.F.	1-BEDROOM UNIT	402	516 ± S.F.	-	7 UNITS
			404	593 ± S.F.	-	
			406	570 ± S.F.	-	
			408	552 ± S.F.	-	
			410	526 ± S.F.	-	
			412	568 ± S.F.	-	
			413	573 ± S.F.	-	
			407	969 ± S.F.	-	3 UNITS
			409	673 ± S.F.	-	
		411	708 ± S.F.	-		
		3-BEDROOM UNIT	401	937 ± S.F.	-	3 UNITS
			403	995 ± S.F.	-	
			405	1,131 ± S.F.	-	
			405	1,131 ± S.F.	-	
			405	1,131 ± S.F.	-	
TOTAL				9,339 ± S.F.	-	13 UNITS

FIFTH FLOOR RESIDENTIAL UNIT MATRIX							
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT	
9,624 ± S.F.	7,814 ± S.F.	1-BEDROOM UNIT	502	516 ± S.F.	-	7 UNITS	
			504	593 ± S.F.	-		
			506	570 ± S.F.	-		
			508	552 ± S.F.	-		
			509	528 ± S.F.	-		
			510	526 ± S.F.	-		
			511	574 ± S.F.	-		
			2-BEDROOM UNIT	501	690 ± S.F.	140 ± S.F.	5 UNITS
				503	760 ± S.F.	-	
		505		798 ± S.F.	140 ± S.F.		
		507	887 ± S.F.	-			
		512	818 ± S.F.	-			
TOTAL				7,814 ± S.F.	280 ± S.F.	12 UNITS	

SIXTH FLOOR RESIDENTIAL UNIT MATRIX							
GROSS AREA	RESIDENTIAL FLOOR AREA	UNIT TYPE	UNIT #	UNIT FLOOR AREA	PRIVATE OPEN SPACE	# OF UNIT	
9,379 ± S.F.	7,593 ± S.F.	1-BEDROOM UNIT	602	516 ± S.F.	-	7 UNITS	
			604	569 ± S.F.	-		
			606	546 ± S.F.	-		
			608	528 ± S.F.	-		
			609	528 ± S.F.	-		
			610	526 ± S.F.	-		
			611	574 ± S.F.	-		
			2-BEDROOM UNIT	601	690 ± S.F.	-	5 UNITS
				603	762 ± S.F.	-	
		605		798 ± S.F.	-		
		607	760 ± S.F.	-			
		612	760 ± S.F.	-			
TOTAL				7,593 ± S.F.	-	12 UNITS	



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SHEET TITLE

Project Date

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

DRAWN R.L.

CHECKED R.K.

DATE 01/31/2011

REVISED DATE 07/31/2013

JOB NO. 11-1458

SHEET NO.

A-0.2



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Basement Floor Plan

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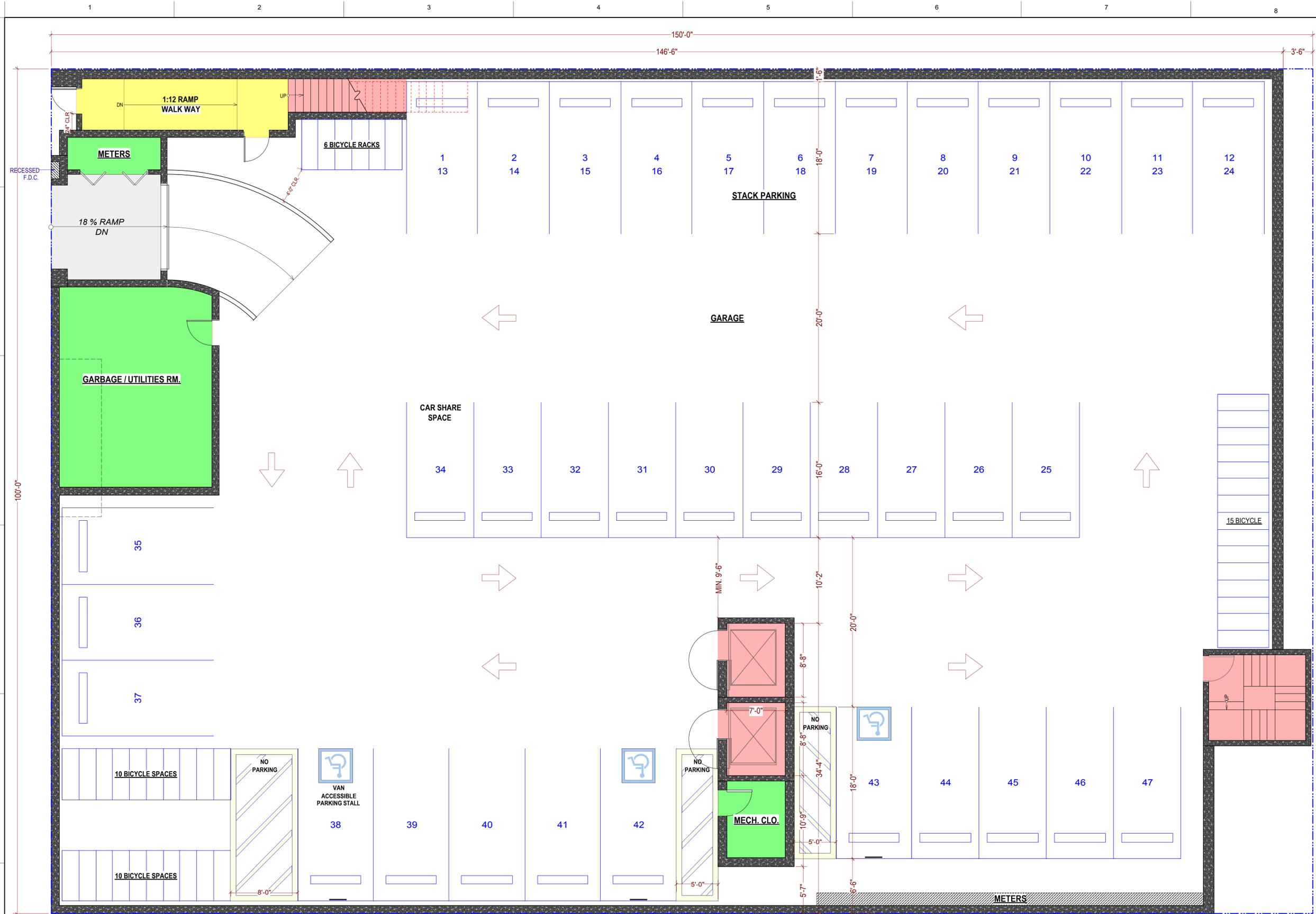
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Proposed Basement/Garage Floor Plan
 3/16" = 1'-0"





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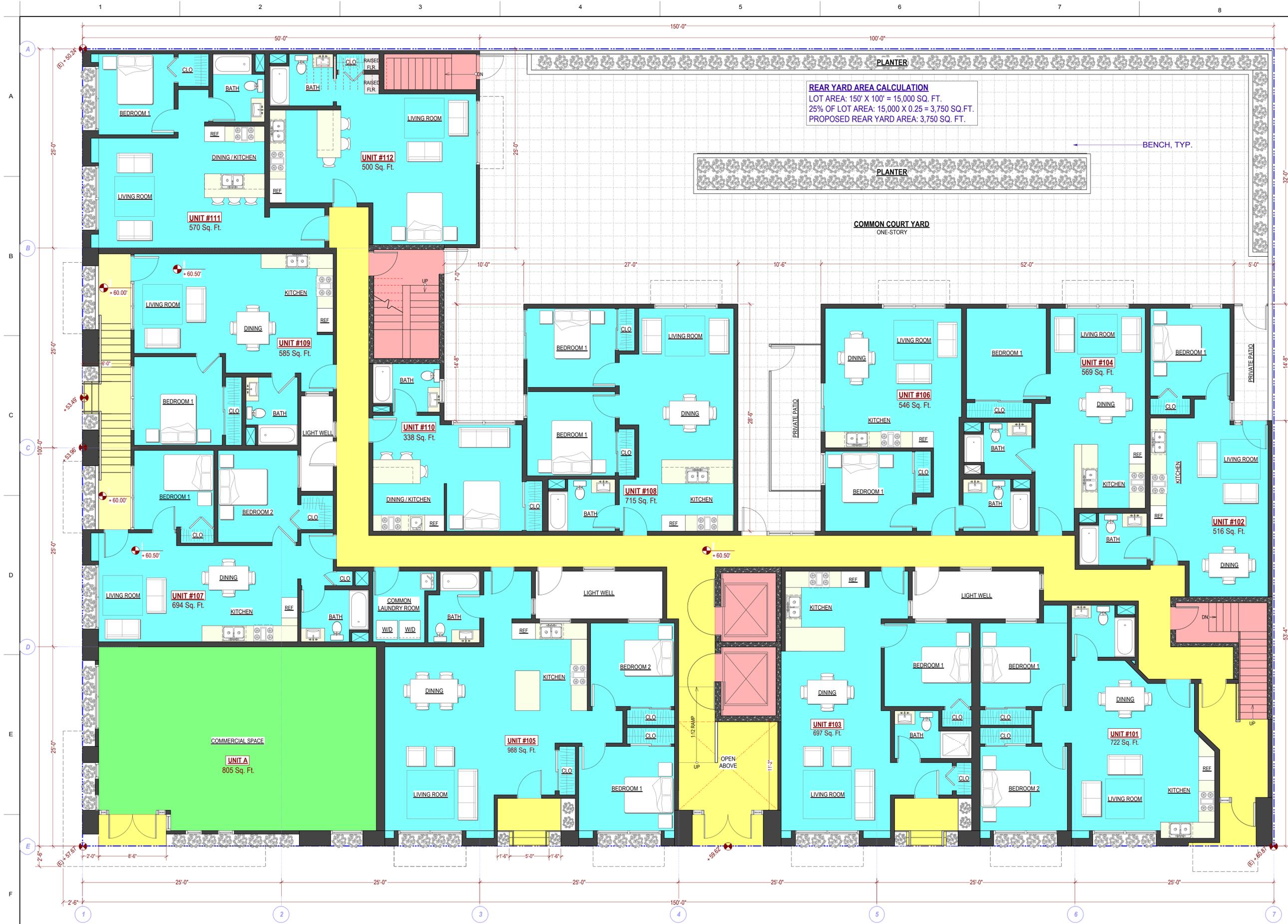
First Floor Plan

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SHEET NO.	A-2.2



Proposed First Floor Plan
 3/16" = 1'-0"



PROJECT NAME

480 POTRERO AVE.
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Third Floor Plan

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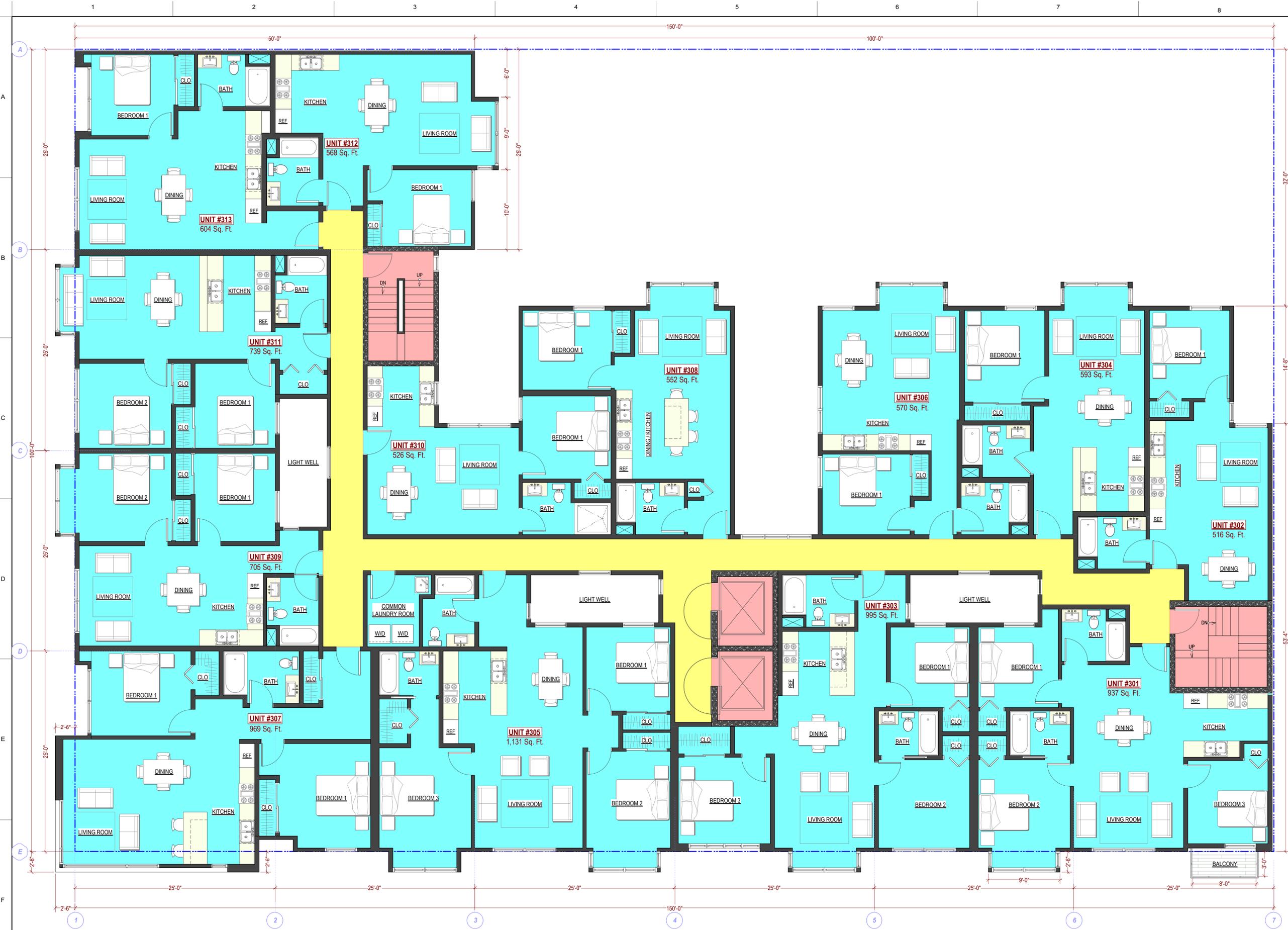
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JOB NO. 11-1458

SHEET NO.

A-2.4



Proposed Third Floor Plan
3/16" = 1'-0"



PROJECT NAME

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Fifth Floor Plan

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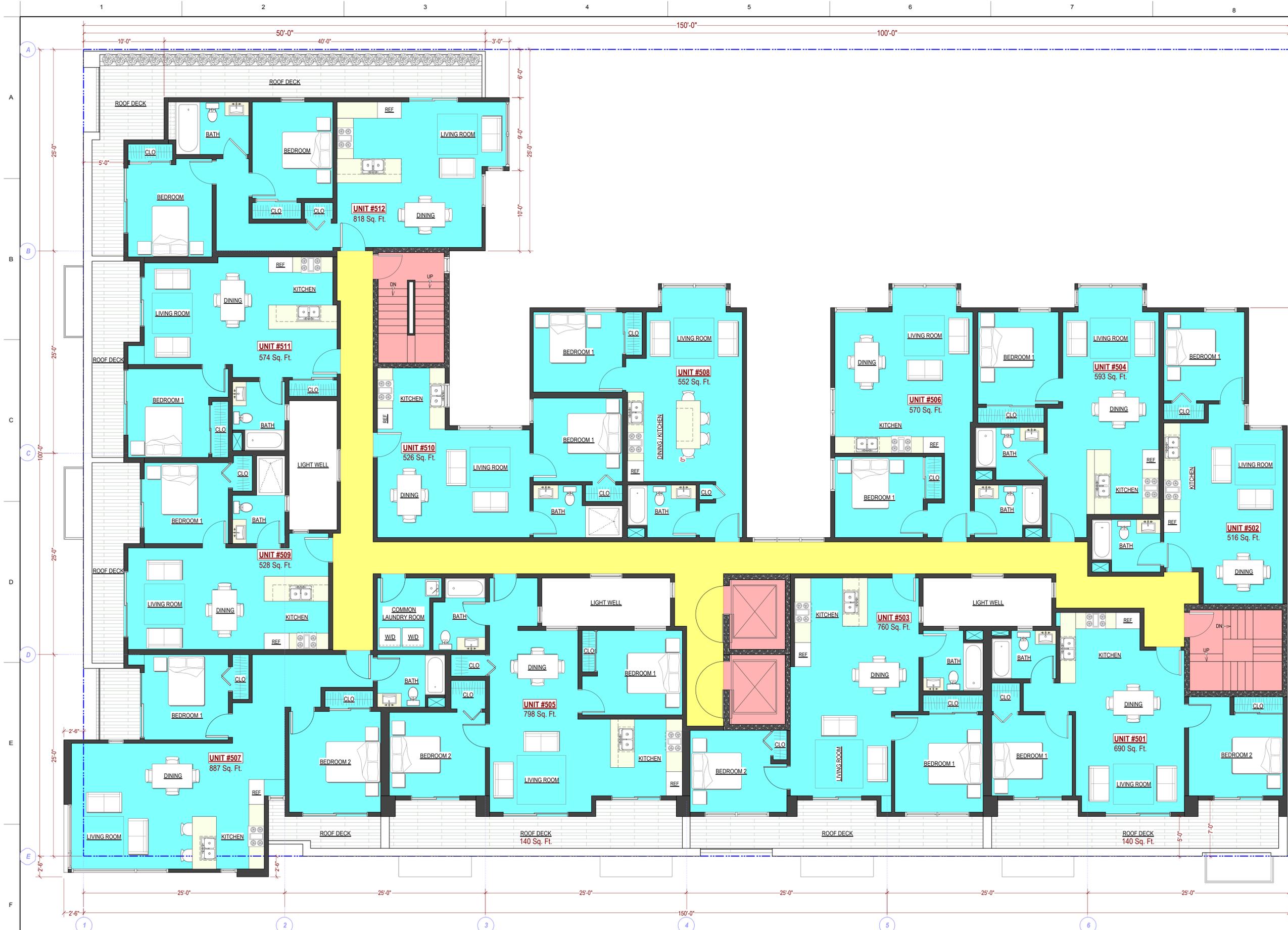
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JOB NO. 11-1458

SHEET NO.

A-2.6



Proposed Fifth Floor Plan
3/16" = 1'-0"



PROJECT NAME

480 POTRERO AVE.
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SHEET TITLE

Roof Plan

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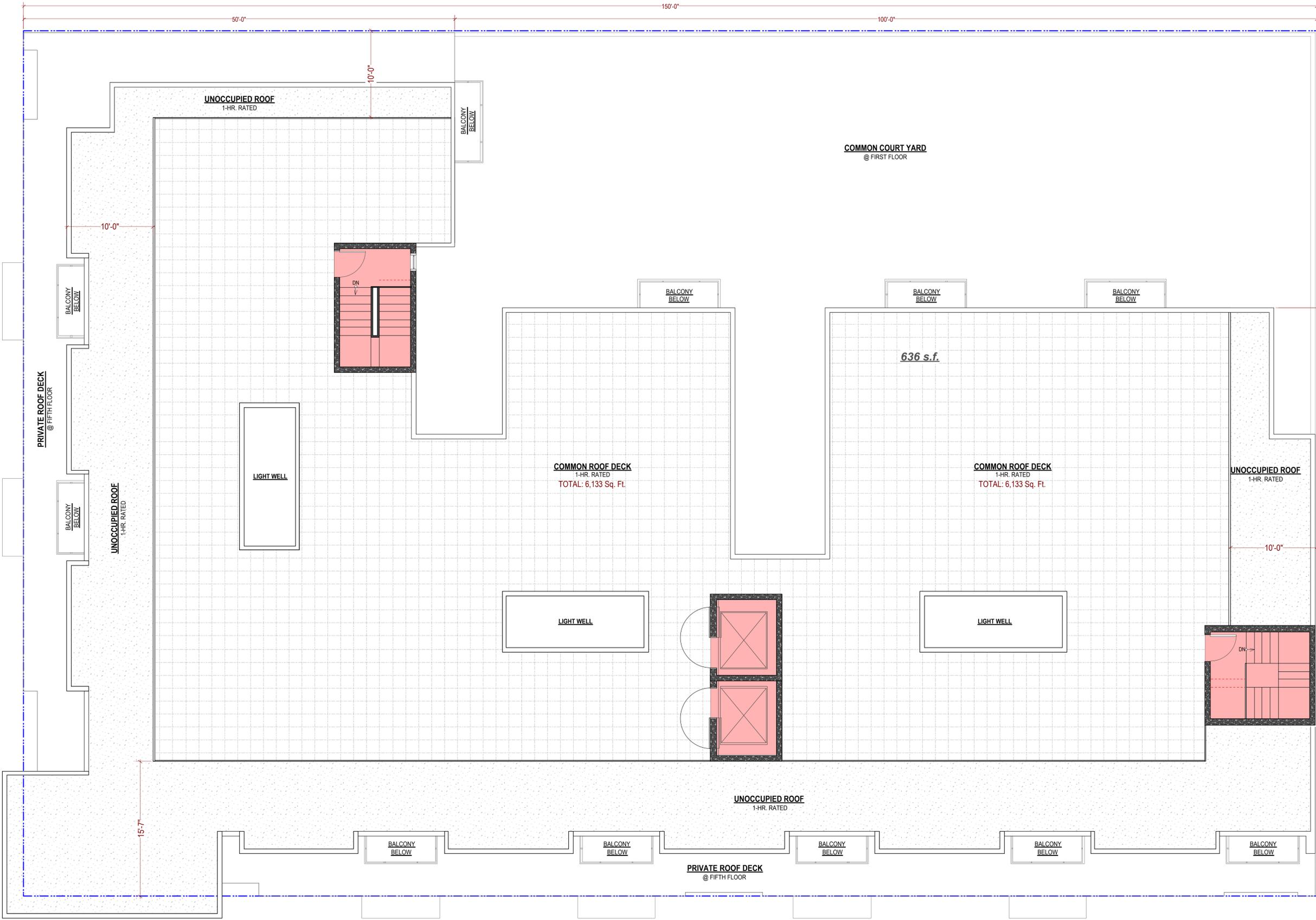
DATE 01/31/2011

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JOB NO. 11-1458

SHEET NO.

A-2.8



Proposed Roof Plan
3/16" = 1'-0"



