



SAN FRANCISCO PLANNING DEPARTMENT

Discretionary Review Abbreviated Analysis

HEARING DATE: JUNE 14, 2012

Date: June 7, 2012
Case No.: **2012.0577D**
Project Address: **264 DORE STREET**
Permit Application: 2012.01.27.3062
Zoning: SLI [Service/Light Industrial]
Western SoMa Special Use District
40-X Height and Bulk District
Block/Lot: 3525/046
Project Sponsor: Dan Kennedy
2930 Laguna Street
San Francisco, CA 94123
Staff Contact: Corey Teague – (415) 575-9081
corey.teague@sfgov.org
Recommendation: **Do not take DR and approve as proposed**

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The Request is for a Discretionary Review of Building Permit Application No. 2012.01.27.3062 proposing construction of a two-story, approximately 26-foot tall automobile repair facility that would cover the entire property.

SITE DESCRIPTION AND PRESENT USE

The subject property is a flat lot that is 23.5 feet wide and 85 feet deep, with an area of 1,998 square feet. The site is currently vacant and was most recently used as a parking lot.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

Dore Street is a 40-foot alley that runs parallel to and in between 9th and 10th Streets. The northern half of the subject block of Dore Street between Harrison and Bryant Streets consists primarily of two and three story buildings used for a mix of residential and light industrial uses. The southern half of the block is lower in scale, consisting primarily of one-story buildings and vacant lots that are used for light industrial purposes. Uses on surrounding streets include a mix of primarily commercial and light industrial uses, with a small amount of residential and live/work units.

The building to the immediate north of the subject property is a commercial printing facility (d.b.a. Focus Press). The building to the immediate south of the subject property is a commercial music studio (d.b.a. Lennon Rehearsal & Music Services). The building to the immediate west is a 19-unit live/work condominium that fronts onto 10th Street, whose homeowners association is the DR Requestor for this case.

BUILDING PERMIT NOTIFICATION

TYPE	REQUIRED PERIOD	NOTIFICATION DATES	DR FILE DATE	DR HEARING DATE	FILING TO HEARING TIME
312 Notice	30 days	April 3, 2012 – May 3, 2012	April 30, 2012	June 14, 2012	46 days

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Posted Notice	10 days	June 4, 2012	June 4, 2012	10 days
Mailed Notice	10 days	June 4, 2012	June 4, 2012	10 days

PUBLIC COMMENT

	SUPPORT	OPPOSED	NO POSITION
Adjacent neighbor(s)			
Other neighbors on the block or directly across the street			
Neighborhood groups			

The Department received no public comment on this case.

DR REQUESTOR

Themistocles Michos, representing the 465 Tenth Street Condominium Homeowners Association. The condominiums at 465 10th Street are directly adjacent to the rear of 264 Dore Street.

DR REQUESTOR’S CONCERNS AND PROPOSED ALTERNATIVES

See attached *Discretionary Review Application*, dated April 30, 2012.

PROJECT SPONSOR’S RESPONSE TO DR APPLICATION

See attached *Response to Discretionary Review*.

ENVIRONMENTAL REVIEW

The Project is exempt from the California Environmental Quality Act (“CEQA”) as a Class 3 categorical exemption.

RESIDENTIAL DESIGN TEAM REVIEW

The subject property is not located in a residential zoning district, and therefore the Residential Design Guidelines do not apply. Consequently, the Residential Design Team did not review this project.

Under the Commission’s pending DR Reform Legislation, this project would not be referred to the Commission as this project does not contain or create any exceptional or extraordinary circumstances.

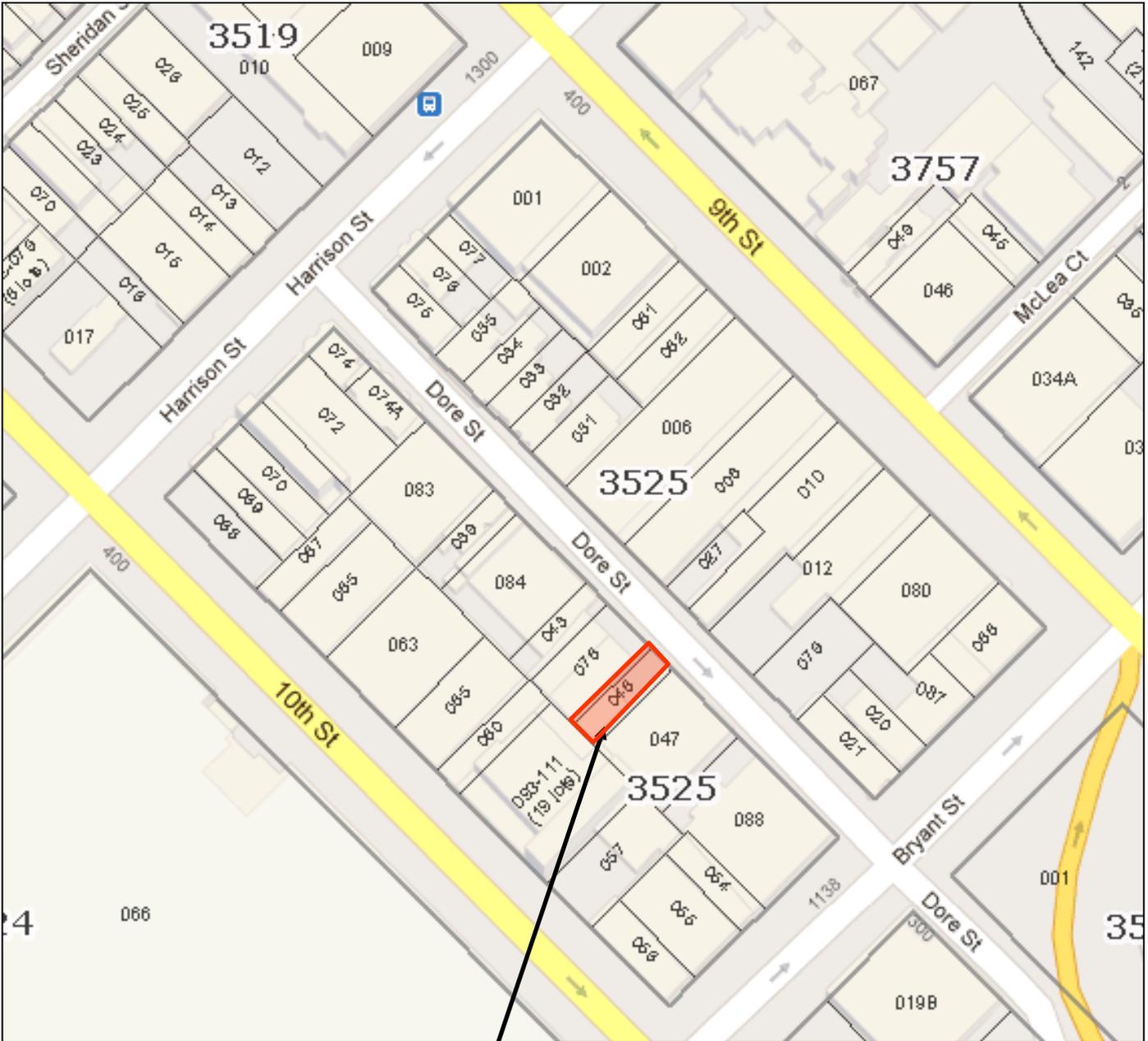
RECOMMENDATION: Do not take DR and approve project as proposed
--

Attachments:

- Parcel Map
- Sanborn Map
- Aerial Photographs
- Site Photograph
- Zoning Map
- Section 311 Notice
- DR Application
- Response to DR Application
- Reduced Plans

CT: G:\Documents\DL\264 Dore St\ Abbreviated Analysis.doc

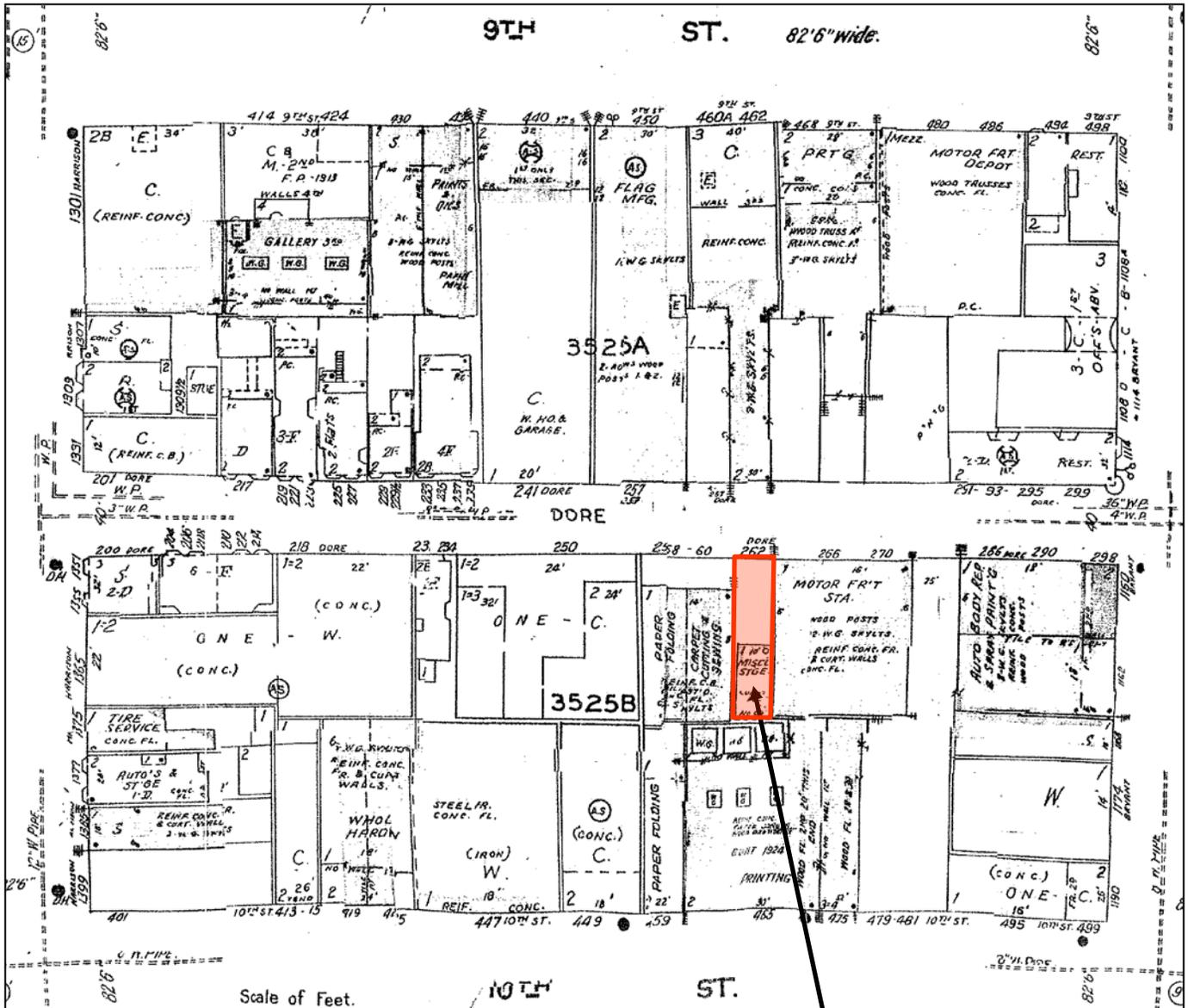
Parcel Map



SUBJECT PROPERTY



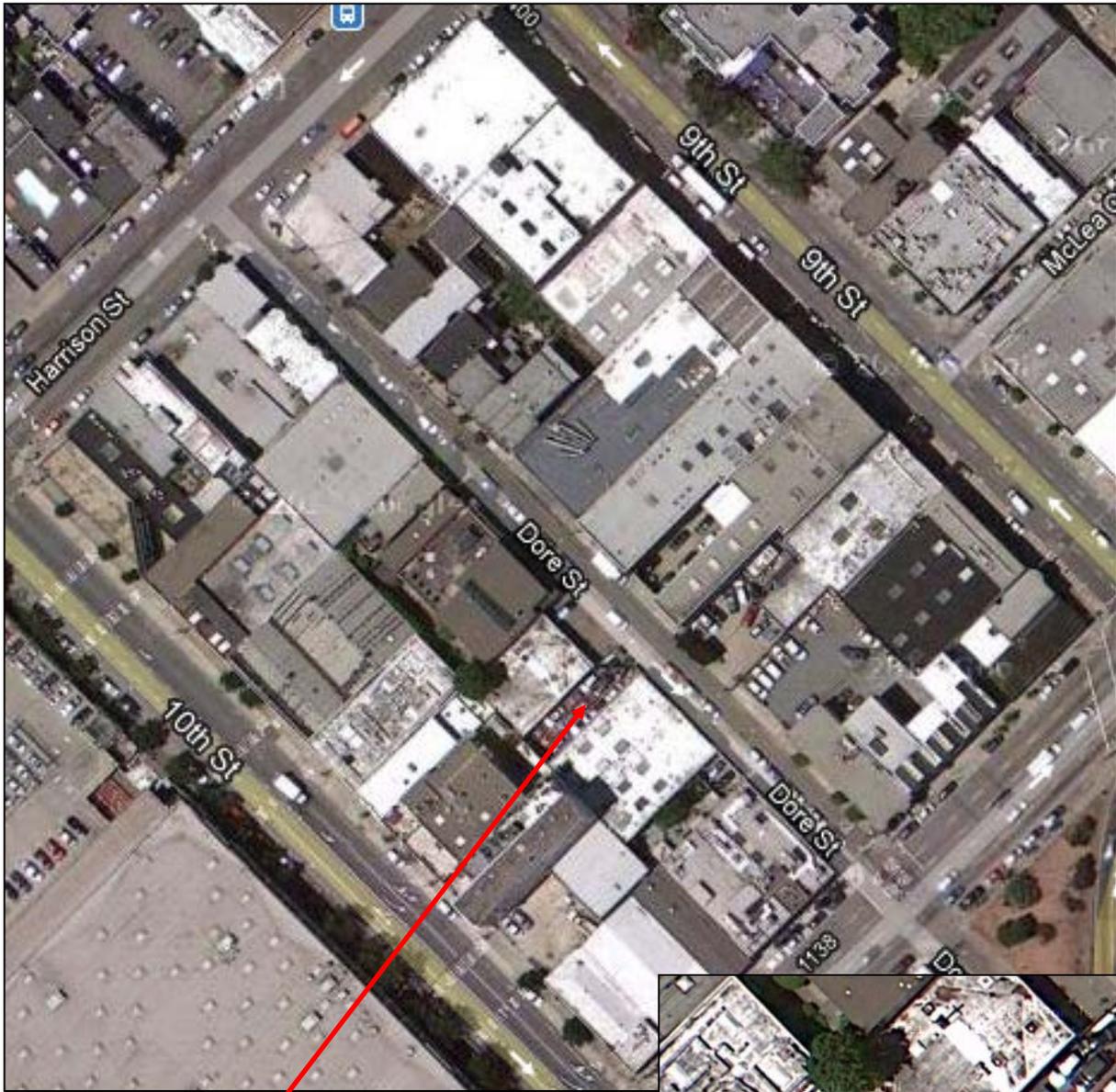
Sanborn Map*



SUBJECT PROPERTY

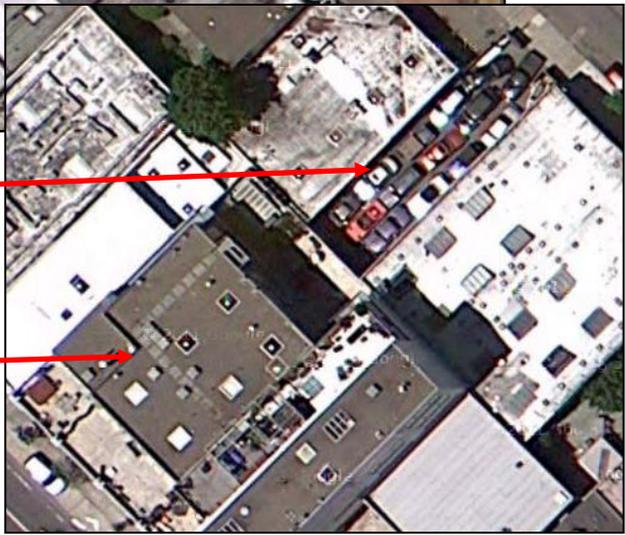
*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

Aerial Photo



SUBJECT PROPERTY

DR REQUESTOR PROPERTY



Aerial Photo



SUBJECT PROPERTY



Site Photo



Dore Street Frontage

Request for Discretionary Review
Case Number 2012.0577C
264 Dore Street

Zoning Map



SUBJECT PROPERTY





SAN FRANCISCO PLANNING DEPARTMENT

1650 Mission Street Suite 400 San Francisco, CA 94103

NOTICE OF BUILDING PERMIT APPLICATION (SECTION 312)

On January 27, 2012, the Applicant named below filed Building Permit Application No. 2012.01.27.3062 (New Construction) with the City and County of San Francisco.

CONTACT INFORMATION		PROJECT SITE INFORMATION	
Applicant:	Henry Karnilowicz	Project Address:	264 Dore Street
Address:	1019 Howard Street	Cross Streets:	Harrison and Bryant Street
City, State:	San Francisco, CA 94103	Assessor's Block /Lot No.:	3525/046
Telephone:	(415) 420-8113	Zoning Districts:	SLI /40-X (WSoMa SUD)

Under San Francisco Planning Code Section 312, you, as a property owner or resident within 150 feet of this proposed project, are being notified of this Building Permit Application. You are not obligated to take any action. For more information regarding the proposed work, or to express concerns about the project, please contact the Applicant above or the Planner named below as soon as possible. If your concerns are unresolved, you can request the Planning Commission to use its discretionary powers to review this application at a public hearing. Applications requesting a Discretionary Review hearing must be filed during the 30-day review period, prior to the close of business on the Expiration Date shown below, or the next business day if that date is on a week-end or a legal holiday. If no Requests for Discretionary Review are filed, this project will be approved by the Planning Department after the Expiration Date.

PROJECT SCOPE			
<input type="checkbox"/> DEMOLITION	and/or	<input checked="" type="checkbox"/> NEW CONSTRUCTION	or <input type="checkbox"/> ALTERATION
<input type="checkbox"/> VERTICAL EXTENSION		<input type="checkbox"/> CHANGE OF USE	<input type="checkbox"/> FACADE ALTERATION(S)
<input type="checkbox"/> HORIZ. EXTENSION (FRONT)		<input type="checkbox"/> HORIZ. EXTENSION (SIDE)	<input type="checkbox"/> HORIZ. EXTENSION (REAR)

PROJECT FEATURES	EXISTING CONDITION	PROPOSED CONDITION
FRONT SETBACK	NA	+0 feet
SIDE SETBACKS	NA	+0 feet
BUILDING DEPTH	NA	+85 feet
REAR YARD	NA	+0 feet
HEIGHT OF BUILDING	NA	+26 feet
NUMBER OF STORIES	NA	2
NUMBER OF DWELLING UNITS	NA	0
NUMBER OF OFF-STREET PARKING SPACES	NA	0

PROJECT DESCRIPTION

The proposal is to construct a 2-story automobile repair facility that covers the entire, currently vacant property. Pursuant to Planning Code Section 803.7, this permit application is required to follow the notification requirements of Section 312.

PLANNER'S NAME: Corey Teague
 PHONE NUMBER: (415) 575-9081
 EMAIL: corey.teague@sfgov.org

DATE OF THIS NOTICE: 4-3-12
 EXPIRATION DATE: 5-3-12

CASE NUMBER:
For Staff Use only

12.05770

APPLICATION FOR Discretionary Review

1. Owner/Applicant Information

DR APPLICANT'S NAME:		A CALIFORNIA	
465 TENTH STREET CONDOMINIUM HOMEOWNERS ASSOCIATION, CORPORATION			
DR APPLICANT'S ADDRESS:	ZIP CODE:	TELEPHONE:	
465 TENTH STREET, SAN FRANCISCO, CA	94103	(415) 321-4283	
PROPERTY OWNER WHO IS DOING THE PROJECT ON WHICH YOU ARE REQUESTING DISCRETIONARY REVIEW NAME:			
MR. DAN KENNEDY			
ADDRESS:	ZIP CODE:	TELEPHONE:	
2930 LAUNA STREET, SAN FRANCISCO, CA	94123	(415) 346-7785	
CONTACT FOR DR APPLICATION:			
Same as Above <input type="checkbox"/> THEMISTOCLES E. MICHOS			
ADDRESS:	ZIP CODE:	TELEPHONE:	
465 TENTH STREET #301, SAN FRANCISCO, CA	94103	(415) 990-5850	
E-MAIL ADDRESS:			
MICHOS @ GMAIL, COM			

2. Location and Classification

STREET ADDRESS OF PROJECT:		ZIP CODE:		
264 PORE STREET, SAN FRANCISCO, CA		94103		
CROSS STREETS:				
HARRISON STREET AND BRYANT STREET				
ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
3525 / 046	33.5 X 85'	1,995	SL1/40-X	40X

3. Project Description

Please check all that apply

Change of Use Change of Hours New Construction Alterations Demolition Other

Additions to Building: Rear Front Height Side Yard

Present or Previous Use: ~~OFFICE~~ PARKING LOT

Proposed Use: AUTO GARAGE

Building Permit Application No. 2012 01273062

Date Filed: 1/27/2012

RECEIVED

APR 30 2012

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

4. Actions Prior to a Discretionary Review Request

Prior Action	YES	NO
Have you discussed this project with the permit applicant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you discuss the project with the Planning Department permit review planner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you participate in outside mediation on this case?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Changes Made to the Project as a Result of Mediation

If you have discussed the project with the applicant, planning staff or gone through mediation, please summarize the result, including any changes there were made to the proposed project.

N/A. PROPERTY OWNER SUMMARILY DECLINED MEDIATION
AND GAVE NO REASON FOR DECLINING.

Discretionary Review Request

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the minimum standards of the Planning Code. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and site specific sections of the Residential Design Guidelines.

SEE ATTACHMENT AND PHOTOS

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be adversely affected, please state who would be affected, and how:

SEE ATTACHMENT AND PHOTOS

3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

SEE ATTACHMENT AND PHOTOS

Discretionary Review Application Submittal Checklist

Applications submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent.**

REQUIRED MATERIALS (please check correct column)	DR APPLICATION
Application, with all blanks completed	<input type="checkbox"/>
Address labels (original), if applicable	<input type="radio"/>
Address labels (copy of the above), if applicable	<input type="radio"/>
Photocopy of this completed application	<input type="checkbox"/>
Photographs that illustrate your concerns	<input checked="" type="checkbox"/>
Convenant or Deed Restrictions	<input checked="" type="checkbox"/>
Check payable to Planning Dept.	<input type="checkbox"/>
Letter of authorization for agent	<input type="checkbox"/>
Other: Section Plan, Detail drawings (i.e. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (i.e. windows, doors)	<input checked="" type="checkbox"/>

NOTES:

Required Material.

Optional Material.

Two sets of original labels and one copy of addresses of adjacent property owners and owners of property across street.

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____



**SAN FRANCISCO
PLANNING
DEPARTMENT**

**FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department**

Central Reception
1650 Mission Street, Suite 400
San Francisco CA 94103-2479

TEL: **415.558.6378**
FAX: **415 558-6409**
WEB: **<http://www.sfplanning.org>**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco CA 94103-2479

TEL: **415.558.6377**
*Planning staff are available by phone and at the PIC counter.
No appointment is necessary.*

Application for Discretionary Review

Attachment

Permit being appealed: 264 Dore Street, SF 94103

!. Reasons for requesting discretionary review:

The project as applied for will adversely impact the historic and elegant condominium/loft building dating from 1924 known as the Stagehouse Lofts, located at 465 10th Street, San Francisco, California 94103 (hereinafter the "Stagehouse"). The Stagehouse is an imposing and beautiful building important to the cultural history of San Francisco. Sets and scenery for silent movies were produced in the building. ***It has been designated as a historic landmark nationally and by the City and County of San Francisco.***

More particularly, the rear or northeast side of the building will be harmed disproportionately to any benefit to be derived by the developer if the project is allowed to be built as applied for. Appellant welcomes the building of a structure on the lot in question as a marked improvement for the neighborhood over the less than attractive parking facility that is there now, provided such is allowed abutting or near a historic landmark. Appellant's quarrel is with the overreaching of the present plan.

The application for a building permit calls for a two story building (the "project") to be built on what is now an empty lot Appellant believes was previously used as a parking lot for the developer's business. The project will abut the rear wall of the Stagehouse approximately halfway between the northwestern and southeastern ends of the building. At the point where the project will abut, the Stagehouse has a long, open deck, about 14 feet wide, extending northeast from the southwestern end of the building to its northeastern edge. See Photographs Numbers 1 and 2 attached.

The Stagehouse has 18 units that are occupied. Four of the units are on the second floor and open on to the deck. The deck provides the only open space and outdoor recreation area available to these four units. The deck is a significant quality of life amenity and a play area for small children that live in the building from time to time. Another four units on the third floor enjoy the view and

Permit being appealed: 264 Dore Street, SF 94103

the spaciousness of deck. The view to the northeast also provides most of the daylight available to the four second floor units that will be impacted by the project most directly.

The project as applied for will create a massive wall that will block the view and a significant portion of the light available to the four second floor units. Presently, the deck is enclosed by a parapet that is about three feet high as measured from the floor of the deck. See photograph 2. The Appellant believes that the wall of the project will extend *approximately another seven feet* above the top of the parapet. The effect will be to "box in" the deck and cast a dark shadow over what is now an airy and bright open space. It will create a claustrophobic non-space.

2. Who would be adversely affected and how.

See Paragraph 1 above.

Appellant estimates that each of the four second floor units will each suffer a decrease in fair market value from between \$100,000 to \$150,000 as the result of the loss or impairment of the present view, the diminution of available daylight, the diminution of use value of the deck, the general degradation of the aesthetic properties of the building and the decrease of the desirability of the building as an office and work area. The owners of the third floor units believe that the fair market value of their units are diminished as well. The aggregate diminution of value of all eight of the units on the affected side of the Stagehouse would exceed substantially and highly disproportionately the value of the project itself. The City and County would be required to decrease assessed valuations as well, no doubt in an aggregate amount exceeding the increase in assessed valuation to be provided by the project.

Finally, the attractiveness and overall value of all of the units of the building, including those facing on 10th Street, will be adversely affected.

Permit being appealed: 264 Dore Street, SF 94103

3. Changes to the project that would ameliorate the damage to the Stagehouse

A number of changes to the project have been proposed to the developer and so far rejected out of hand. Appellant, subject to the qualifications set forth below, would be amenable to any reasonable change that would reduce the adverse impacts outlined in paragraph 1 above.

Appellant believes that a setback of the second story of the project from the back wall of the Stagehouse, for example, could alleviate the impact on the affected units of the Stagehouse without substantially impairing either the intended use of the project or its fair market value. No doubt other solutions can be suggested by Planning Department staff that would lessen the adverse impact on the neighborhood.

Appellant respectfully requests that the staff of the Planning Department determine promptly whether and to what extent the project may be affected by the historic landmark designation of the Stagehouse.



12.05770

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No vehicles over 10' wide
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12.05770



Discretionary Review Case No. 2012.0577D

Application for Discretionary Review

Attachment No. 2 – May 7, 2012

Permit being appealed: 264 Dore Street, SF 94103

1. The last sentence of the first paragraph or item 1. of the Attachment to the original application should be amended in accordance with the following:

In an e-mail to the Authorized Agent of the Petitioner dated May 1, 2012, Mr. Moses Corrette of the San Francisco Planning Department wrote as follows:

"The building at 465 10th Street is listed on the National Register (see nomination documentation attached). It is not a designated San Francisco Landmark, but we do recognize the building as a historic resource."

The "nomination document" referred to by Mr. Corrette is appended to this Attachment No. 2 as Appendix 1. Please note the details concerning the cultural history and significance of the Stagehouse, particularly Section 8 of said "nomination document." When Mr. Corrette wrote "but we do recognize the building as a historic resource," Petitioner believes that he was referring to the San Francisco Planning Department.

Accordingly, the Stagehouse was registered with the United States Department of the Interior, National Park Service, National Register of Historic Places, on or about August 25, 1998.

The Stagehouse has not been designated as a historic landmark by the City and County of San Francisco. Apparently no facility for such a designation exists. This statement was in error.

Petitioner contends that the granting of a permit to Applicant as requested would constitute a serious degradation of a building that is registered as a National

Landark and that is esteemed as an important part of the cultural and historic heritage of San Francisco by the Planning Department itself.

2. At the time the Stagehouse was developed into its present live-work arrangement, the developer took extra care to insure that the exterior features of the Stagehouse would not be altered. Accordingly, the developed, then Stagehouse Lofts," entered into a conservation easement with The Foundation for San Francisco's Architectural Heritage. A copy of this easement as recorded on July 22, 1998, is appended to this Attachment No. 2 as Appendix 2.

Note the heavy penalties attaching to the owners of the Stagehouse if changes are made to the external "Features" of the building.

Petitioner believes that the Applicant should be deemed bound by the same restrictions as owner of an abutting property.

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

a: The undersigned is the authorized agent of the owner(s) of this property acting through their Homeowners Association.

b: The information presented is true and correct to the best knowledge of the undersigned.

c: Other information or applications may be required.

Signature: *Themistocles G Michos* Date: *5/7/12*

Themistocles G. Michos, Authorized Agent

RECEIVED

United States Department of the Interior
National Park Service

AUG 25 1998

National Register of Historic Places
Registration Form

OHP

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Building at 465 Tenth Street

other names/site number _____

2. Location

street & number 465 Tenth Street not for publication

city or town San Francisco vicinity

state California code CA county San Francisco code 075 zip code 94103

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State of Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional comments.)

Signature of commenting official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:	Signature of the Keeper	Date of Action
<input type="checkbox"/> entered in the National Register. <input type="checkbox"/> See continuation sheet.	_____	_____
<input type="checkbox"/> determined eligible for the National Register <input type="checkbox"/> See continuation sheet.	_____	_____
<input type="checkbox"/> determined not eligible for the National Register.	_____	_____
<input type="checkbox"/> removed from the National Register.	_____	_____
<input type="checkbox"/> other. (explain: _____)	_____	_____

465 Tenth Street
Name of Property

San Francisco, C
County and State

5. Classification

Ownership of Property
(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property
(Check only one box)

- building(s)
- district
- site
- structure
- object

Number of Resources within
(Do not include previously listed resou

Contributing	Noncontribu	
1	0	
0	0	sites
0	0	structures
0	0	objects
1	0	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

**Number of contributing resources previously listed
in the National Register**

0

6. Function or Use

Historic Functions
(Enter categories from instructions)

RECREATION: Theater
COMMERCE: Warehouse

Current Functions
(Enter categories from instructions)

DOMESTIC: Multiple dwelling

7. Description

Architectural Classification
(Enter categories from instructions)

Classical Revival

Materials
(Enter categories from instructions)

foundation OTHER: Not visible
walls Stucco
Concrete
roof Other: Not visible
other Steel

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

465 Tenth Street
Name of Property

San Francisco, Calif
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B** Property is associated with the lives of persons significant in our past.
- C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- A** owned by a religious institution or used for religious purposes.
- B** removed from its original location.
- C** a birthplace or grave.
- D** a cemetery.
- E** a reconstructed building, object, or structure.
- F** a commemorative property.
- G** less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance

(Enter categories from instructions)

ENTERTAINMENT/RECRF

Period of Significance

1924-1928

Significant Dates

1924

Significant Person

(Complete if Criterion B is marked above)

N/A

Cultural Affiliation

N/A

Architect/Builder

O'Brien Brothers (Inc.)

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering Record # _____

Primary location of additional data:

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Name of repository:

465 Tenth Street
Name of Property

San Francisco, California
County and State

10. Geographical Data

Acreeage of Property Less than one acre

UTM References

(Place additional UTM references on a continuation sheet.)

1	Zone	Easting	Northing
2			

3	Zone	Easting	Northing
4			

See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Anne Bloomfield
organization _____ date 15 August 1998
street & number 2229 Webster Street telephone 415-922-1063
city or town San Francisco state CA zip code 94115

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location.

A Sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional items

(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name _____
street & number _____ telephone _____
city or town _____ state _____ zip code _____

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects (1024-0018), Washington, DC 20503.

National Register of Historic Places
Continuation Sheet

Page 1

465 Tenth Street
San Francisco, CA

Section 7. Narrative Description:

465 Tenth Street in San Francisco is a reinforced concrete industrial building in 20th century Classical Revival style. It occupies its entire Assessor's Lot and is located in a densely built industrial part of San Francisco's South of Market district, across the street from a large Costco establishment and a few feet from a freeway entrance. The building was constructed in 1924 by the Lurie Company for tenant Herbert L. Rothchild Entertainment, Inc. to provide space for the construction of theater sets to be used in the stage revues commonly offered in movie houses of the day. Rothchild owned and managed several Market Street movie houses and produced his own live entertainment to accompany movie showings. The building's exterior reflects its intended use. A rusticated tower portion on the south end of the building dominates the west (Tenth Street) façade and provided a clear space approximately 60 feet tall by 85 feet long in which to hang and paint scenery. Except for a one story portion along the east (rear) side, the four adjacent bays of the building are two stories, each with a segmental arch over large industrial windows. Originally the side and rear elevations consisted of windowless concrete with the form marks still apparent. Indeed, the tower's sides bore billboard-sized advertisements. A recently completed adaptive re-use for residential units has cleaned up the façade, given the building greater seismic strength, cut two new doors on the façade, cut new windows on the north and south elevations of the tower, constructed a contrasting rooftop addition that is set back one bay from the façade, and reconstituted the interior, including the space for painting stage sets. The building retains reasonable integrity as to location, façade design, setting, façade and structural materials, and association. (Photo 1, 21, 22)

The tower portion of the building is the same width as the each of the two-story bays, and its depth is that of the entire lot, 100 feet. Its façade (the west elevation) has a classical layering with the primary division consisting of a base aligning with the two-story bays adjacent and an approximately 35 foot tall box which sits above it. The base is rusticated and contains a roll-up vehicular door which is embellished with a classical trim consisting of pilaster jamb moldings supporting a full entablature. Above this are four narrow vertical openings with operable industrial sash windows. Above the rustication and aligned with the parapet of the two-story bays, there is an arcaded band of eleven round arches on shaped columns. The 2nd, 5th, 6th, 7th, and 10th arches contain 6-pane windows; the others are blind with a decorative relief. The tower façade's upper portion has corner quoins and a bas-relief panel depicting nudes with horses in a style reminiscent of the Parthenon pediment. The cornice has consoles and several simple moldings; it wraps around the entire north wall of the tower and a few feet of the south wall. (Photos 1, 2, 3)

The two-story portion's façade consists of four identical bays with flat arches over two stories of large, operable industrial sash windows 12 panes wide by 5 high. The base and piers are smooth, stucco-washed concrete. The spandrel and the parapet are paneled. Above each pier is a bracketed pedestal supporting a stubby obelisk about four feet tall. Beneath the parapet is a small arcaded corbel table consisting of nine round arches each supported on a small bracket. There is one pedestrian door at the north side of the northernmost bay. Examination of the spandrel panels and historic drawings indicates former doors in the next bay south and the bay adjacent to the tower; new pedestrian doors have been constructed in these same bays. (Photos 1, 4, 5, 6)

National Register of Historic Places
Continuation Sheet

Page 2

465 Tenth Street
San Francisco, CA

Section 7. Narrative Description (continued):

The side and rear elevations are board formed concrete and located on the property lines except for three bays at the rear of the second floor, which are set back one bay. Four diagonal braces of concrete rest on the original second floor roof and support the north tower wall. Until 1996 the only windows on these elevations were three large and one small rectangular ones at the second level of the tower's south wall, and a full complement on the second story walls set back at the rear. New windows have been added. (Photos 7, 8, 9)

The interior originally was divided into two sections: the tower and the adjacent bay, and the other three bays. The tower section was open from ground level to the roof. The other, northern, section had a second floor accessed by plain concrete stairs along the building's north wall. Over the years tenants had installed various partitions and a second floor in the bay next to the tower. There were three 8 x 10 foot skylights over the second floor.

Until late 1996 the tower contained a wood framed platform at the level of the roof over the second story. This platform included two 1 x 80 foot slots, one along the north side and one at the midpoint. These slots were used to accommodate scenery drops, which were suspended by counterweighted lined running overhead from a grid of wood framing. As the drops were painted, they were lowered into the space below the platform (about 30 feet tall), thereby making more canvas accessible to the painters. The north half of the platform was supported every 20 feet by a pair of angle irons suspended from the tower roof. The south half of the platform was supported every 20 feet on knee braces resting on haunches on the concrete piers which stiffen the south wall of the tower.

The 1996-1998 rehabilitation and adaptive reuse of the building wrought a number of changes. The new use is 18 "live-work" residential units, with associated parking at the rear of the ground floor. These are the principle changes:

The platform for painting scenery and the grid for suspending the scenery canvas were removed. However, there remain the concrete beams that held the grid, and the concrete piers and haunches that supported the south half of the platform. (Photo 10)

A new third floor was added over the two-story portion of the building, but set back one structural bay from the façade. This bay and the roof over the rear one-story portion have become terraces for the residents. The addition is clad in corrugated steel, aligned vertically. (Photos 1, 8, 9, 11, 12, 21, 22)

New windows were cut in the tower. Its south elevation now has the original three large windows, at the second level, plus two more on that level, three (one near the front, two at rear) on the new third level, and two (near front and near rear) on the new fourth level. Its north elevation has acquired new windows in the westernmost bay at the third and fourth levels, plus glazing (windows and doors onto another roof terrace) on most of the remainder of the fourth level. All the new windows are large and rectangular, with clear glass and industrial sash similar to that in the original windows. (Photos 7, 8, 21, 22)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Page 3

465 Tenth Street
San Francisco, CA

National Register of Historic Places
Continuation Sheet

Page 4

465 Tenth Street
San Francisco, CA

Section 7. Narrative Description (concluded):

On the façade, pedestrian doors were added in the bays next to the end bays. The window sash has been replaced with similar metal sash that has operable openings in the center sections: single casements for the 3 x 2 lower panes, and 2 x 2 panes of hoppers above. Decorative painting that obscured the panels of the spandrels has been removed or painted over. The only change to the tower façade was replacement of the roll-up vehicle door. A small ventilation grill in the third pier from the south has been retained though blocked up from the inside. (Photos 1, 4, 5, 6, 13)

The interior has been seriously changed:

The new seismic strengthening has occurred entirely on the interior. It consists of various rough concrete shearwalls and some added square concrete columns. The texture and color of the new concrete differentiates it from the original work. (Photos 10, 14, 15)

Each of the 18 "live-work" residential units has a hardwood floor, a partial mezzanine with metal rail and stairs, a bathroom, and a kitchen alcove. Exterior walls are the natural concrete. Interior walls are drywall. Above the ground floor the units are entered from a hallway that runs north to south through the two-now-three story section of the building. (Photos 10, 13, 14, 15, 16, 17, 18)

The tower has been divided into four floors. The ground floor is auto entrance, some of the parking, and the beginnings of an elevator and a staircase that run to all floors. The second floor is two residential units enjoying the narrow vertical windows on the façade, five large windows on the south elevation, and an opening onto the rear roof terrace over the first floor. The third floor is two units with the sills of the façade arcade windows at floor level, the three large windows on the south elevation, and two matching windows near front and rear of the north elevation. The fourth floor is two units with matching windows near front and rear of the north and south elevations, and the remainder of the north elevation also glazed, looking onto a terrace on the third floor's roof. (Photos 1, 2, 3, 7, 8, 10, 14, 15, 17, 19)

In the formerly two- (now three)-story section, the ground floor contains two units, with parking behind. The second and new third floors each contain five units. Rooftop terraces are provided for the front units on the third floor and the rear units on the second floor. All have large windows front and rear. Two of the third floor units and the third floor hall include and expose the diagonal braces that have long supported the north wall of the tower (they were detached by the 1989 earthquake and have since been reattached). (Photos 1, 4, 11, 12, 13, 16, 18, 20)

National Register of Historic Places
Continuation Sheet

Page 5

465 Tenth Street
San Francisco, CA

Section 8. Statement of Significance:

The building at 465 Tenth Street, San Francisco, appears eligible for the National Register of Historic Places at the local level of significance under Criterion A, pattern of events, in the context of industrial buildings for constructing and painting scenery in San Francisco, 1910-1941. It is significant in the area of entertainment for its associations with the theater industry toward the end of the vaudeville era. It is a unique building type, an industrial structure originally devoted exclusively to the creation of scenery and other theatrical needs, and designed with ample horizontal and vertical space for the construction, painting, and drying of theatrical scenery. Its significant date is 1924, the year construction was completed, and its period of significance is 1924-1928, when it was used as an off-site scenery shop in connection with vaudeville. Basically a bare walls industrial building, the property possesses integrity of location, façade design, setting, façade and structural materials, and association.

The context of industrial buildings for constructing and painting scenery in San Francisco, 1910-1941, concerns buildings that were not themselves theaters but were off-site auxiliaries to active theaters. The San Francisco Opera Company, for instance, now has a scenery shop (formerly a metal-fabricating warehouse) in the Potrero District. In the 1920s scenery usually consisted of large canvas screens or "flats" arranged to form a three-sided box, and painted to resemble a room or whatever the script indicated. Vaudeville/movie houses, often with smaller stages than standard theaters needed, usually also had a painted curtain or drop which left enough of a fore-stage for an act to go on while the box set behind was being changed for yet another act. Samples of these kinds of sets can be seen in many old movies of the play-within-a-play story line, movies such as James Cagney's "Yankee Doodle Dandy" of 1943.

The creation of theatrical scenery requires especially large spaces where all parts of a stageset can be laid out together in order to match the paint colors on all parts of a single set. Such spaces can be either large floors without columns, or open vertical spaces the equivalent of several stories high and perhaps 80 feet wide. The vertical space is better for the painters' angle of vision. The Pasadena Playhouse has such a vertical arrangement. A 1938 instruction book described the need:

A paint frame is a wooden frame used to hold scenery in place for painting. It is hung in a slot or well in the floor of the paint shop. It is suspended by lines which run through loft sheaves to a counterweighted hoist. The hoist is geared and operated . . . to raise or lower the frame past the painting floor. . . Ideally a paint frame is wide enough to accommodate a back wall and both sides of a box set at one time, and high enough to accommodate a full stage drop. . . A projecting ledge along the bottom forms a support for flat scenery which is set upon it. The paint-frame well is sufficiently deep so that when the frame is at the bottom, scenery attached to the top of the frame may be painted by workmen standing on the floor.¹

¹ Harold Baurris-Meyer and Edward Cole, *Scenery for the Theatre*, Boston, Little Brown, 1938, 251.

National Register of Historic Places
Continuation Sheet

Page 6

465 Tenth Street
San Francisco, CA

Section 8. Statement of Significance (continued):

In theaters which play only occasionally, scenery can be painted right on the stage floor, or from a bridge in the fly gallery, but this work is limited to times when no performance or rehearsal is going on. Theaters such as vaudeville/movie houses, which ran continuously, needed a separate space for the creation of scenery. Such a scenery shop would be off-site to avoid the high land costs common near popular theater locations. If the scenery shop was located in an ordinary warehouse, and if the sets were painted on the floor, it would be impossible to distinguish the building's appearance from that of any other warehouse. However, when a scenery shop used the preferred vertical painting system, the exterior form of the building should exhibit a long thin and tall space, like a very wide tower.

Few scenery-related buildings have been identified to date in San Francisco. They include a four-story warehouse at 1875 Mission Street, a six-story lofts building at 1061 Market Street, and two-story partly commercial buildings at 121 Golden Gate Avenue and 1108 Howard Street. None of these has a scenery tower, and the San Francisco Opera's long-time technical director has never before heard of a building that has one.²

The only industrial building with a tower for scenery painting identified to date in San Francisco is 465 Tenth Street. One bay of it, to the full 100-foot depth of the lot, is the 52-foot-high tower for painting scenery. The other four bays are only two stories high, and they are spaces where the stage carpentry could be carried out. The height of the tower was governed by the height of the proscenium at the Granada Theater (although the auditorium's dome rose 80 feet, the stage house was only 65 feet high), because this building was constructed for the owner of that movie and vaudeville palace, one of the country's notable ones.³

The building at 465 Tenth Street was designed by the O'Brien Brothers (Inc.) and completed in 1924 as a "stage scenery factory" for its original tenant, Herbert L. Rothchild Entertainment, Inc.⁴ The building was intended principally to serve the Rothchild chain of movie theaters, most importantly the 1917 California at 787 Market and Fourth Streets, and the 1921 Granada (later Paramount) at 1066 Market, both demolished. Rothchild's theaters also include the Alexandria-Coliseum, the Portola, and the Strand. And in December 1924 he announced plans to build a \$1.5-million dollar, 5000-seat theater on upper Market Street. The orchestra pit projected for it, capable of rising to stage level or sinking below, indicates live entertainment was planned.⁵

² John Priest, interview, 29 October 1996.

³ Sanborn Map Company, *Insurance Maps of San Francisco*, vol 2., 1948, 78. David Naylor, *Great American Movie Theaters*, Washington, D.C., The Preservation Press, 1987, 251.

⁴ *San Francisco Chronicle*, 8 December 1923.

⁵ *Chronicle*, 15 December 1924.

National Register of Historic Places
Continuation Sheet

Page 7

465 Tenth Street
San Francisco, CA

Section 8. Statement of Significance (concluded):

Herbert Rothchild was a prominent local attorney, identified in his obituary as “a pioneer in advancing the motion picture theater business from the cheap nickelodeons to the movie palaces of today.”⁶ Rothchild’s theaters, like almost all first-run movie houses of the 1920s, ran mixed programs of newsreels, live orchestra concerts, live vaudeville acts, organ numbers, and a single movie. The Granada’s program usually consisted of six such “units,” including a live musical show number, and culminating in a feature film. At the 1917 opening of the California Theater, one reporter had noted that:

The stage proper is provided with every device known to the stage craftsman’s art, though it is not designed to accommodate staged drama, being too small for that purpose; but the management has arranged for such stage sets as producers may design, as backing for their picture, or for preludes to screen productions.⁷

The Rothchild management’s arrangements for such specially designed stage sets came to include the special building at 465 Tenth Street. In addition to the vaudeville comedies, newsreels, organ or orchestra numbers, and feature film, Granada programs consistently offered locally staged live musical numbers (seemingly of a type later expanded by Busby Berkeley). These musical numbers often employed 25-50 performers and had such titles as “Memories,” “The Granada Usherettes’ Revue,” “California Bound,” “In Dutch,” and “Wedding Bells.”⁸ They must have required fairly elaborate sets individually designed; Rothchild may have been pioneering in the creation of more artistic scenery such as a 1931 criticism called out:

Most backgrounds for vaudeville acts are entirely lacking in any sense of design, color or lighting effect. The modern vaudeville stage possesses all the garishness and most of the faults of the 19th century stage. In many cases it still uses painted curtains with realistic perspective . . . Some theaters in the larger cities have set the pace for better vaudeville staging.⁹

When “talkies” arrived in 1927, feature films became longer, vaudeville less important, and the need for new vaudeville scenery evaporated. So Rothchild ended his lease of 465 Tenth Street. The interior was remodeled in 1929 for the local branch of General Cable Company, which stayed until 1934. By 1937 the principle tenant was the *Daily Pacific Builder*. Printing-related businesses occupied the building from that time until about 1995, and they left in place the platform for painting scenery and the slots for flats or drops to be raised or lowered next to this platform. These features did not survive the recent conversion to housing, but the exterior of the tower continues to evidence the original use of the building.

⁶ *Chronicle*, 17 September 1935.

⁷ *Chronicle*, 20 October 1917, 11/7.

⁸ Sample programs in the Granada Theater file at the Performing Arts Library and Museum include ones for the opening on 17 November 1921 and for the weeks of 29 January 1922, 22 December 1923, 27 February 1926, 20 March 1926, and 12 March 1927.

⁹ Victor D’Amico, *Theater Art*, Peoria, IL, Manual Arts Press, 1931, 192-193.

National Register of Historic Places
Continuation Sheet

Page 8

465 Tenth Street
San Francisco, CA

Section 9. Major Bibliographical References:

Bauris-Meyer, Harold, and Edward Cole. *Scenery for the Theatre*, Boston, Little Brown, 1938.

"Beautiful \$2,000,000 Structure Largest . . ." *San Francisco Examiner*, 16 October 1921, 24/2, 4/1.

California Theater file, Performing Arts Library and Museum (San Francisco).

"California Theater Will Be Ready . . ." *San Francisco Chronicle*, 20 October 1917, 11/7.

Crocker-Langley. *San Francisco City Directory*, selected years 1923-1944..

D'Amico, Victor. *Theater Art*, Peoria, IL, Manual Arts Press, 1931.

Estevan, Lawrence. *San Francisco Theatre Research*, San Francisco, WPA, 1940, v.14.

Granada Theater file, Performing Arts Library and Museum.

Levin, Steve, and Edward M. Stout III. "San Francisco's California Theatre," *The Console*, October 1974, 25-28.

Naylor, David. *Great American Movie Theaters*, Washington, D.C., The Preservation Press, 1987.

Priest, John (San Francisco Opera's Opera House Coordinator). Interview, 29 October 1996.

Sanborn Map Company. *Insurance Maps of San Francisco*, New York, 1948, vol. 2, 78.

San Francisco Assessor. *Sales Ledgers*, 1914-1967, Block 3525, Lot 59.

San Francisco Department of Building Inspection. Building Permit Applications, 1924, 1929, 1952, 1979, 1990.

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Page 9

465 Tenth Street
San Francisco, CA

Section 10. Geographical Data:

Verbal Boundary Description

The property being nominated consists of Lot 59 in Assessor's Block 3525.

Boundary Justification

The boundary is that of the lot on which the building has stood historically; it is also the historical perimeter of the building.

National Register of Historic Places
Continuation Sheet

Page 10

465 Tenth Street
San Francisco, CA

Additional Documentation: Photographs

For 465 Howard Street, San Francisco, San Francisco County, California, photographs 1-20 were taken by Anne Bloomfield on 5 August 1998; she retains the negatives at 2229 Webster Street, San Francisco, CA 94115.

Photographs 21 and 22 were taken by George Hauser on 22 July 1996; the negatives are with George Hauser Architects, 555 Howard Street, San Francisco, Ca 94105.

Photo 1.
Façade (westerly elevation), looking south easterly. (AB356/33)

Photo 2.
Façade of tower, looking northeasterly. (AB356/29)

Photo 3.
Ground floor of tower, looking southeasterly. (AB356/24)

Photo 4.
New door in bay next to tower, looking easterly. (AB356/22)

Photo 5.
Details of northernmost bay, looking easterly. (AB356/37)

Photo 6.
Detail: small grill in center pier. (AB356/26)

Photo 7.
Southerly elevation, looking northeasterly. (AB/28)

Photo 8.
Northerly elevation, looking southeasterly.

Photo 9.
Easterly elevation, looking westerly from alley behind. (AB356/35)

Photo 10.
Rear unit on tower's fourth floor, looking southwesterly. Note original concrete support (darker color) for wooden grid from which scenery drops were suspended. (AB356/7)

Photo 11.
Terrace behind façade parapet, on second floor roof in front of new third floor, looking northerly. (AB356/18)

National Register of Historic Places
Continuation Sheet

Page 11

465 Tenth Street
San Francisco, CA

Additional Documentation: Photographs (continued)

Photo 12.

Terrace on first floor roof at rear of building, looking northerly and down from fourth floor terrace. (AB356/9)

Photo 13.

Typical façade window seen from the interior, looking westerly from mezzanine of a second floor unit (#204). (AB356/21)

Photo 14.

Second floor tower windows seen from the interior, looking westerly in unit #202. (AB356/20)

Photo 15.

Typical fireplace (unit 402) looking southwesterly. Note lighter color of new concrete. (AB356/14)

Photo 16.

Third floor unit (#303) incorporating diagonal brace to northerly wall of tower. (AB356/15)

Photo 17.

Tower's third floor unit, showing use of façade's arcade windows, looking northwesterly. (AB356/17)

Photo 18.

A first floor unit (#102), looking southeasterly. (AB356/2)

Photo 19.

Portion of fourth floor terrace, looking southeasterly from third floor's roof. Note skylights. (AB356/12)

Photo 20.

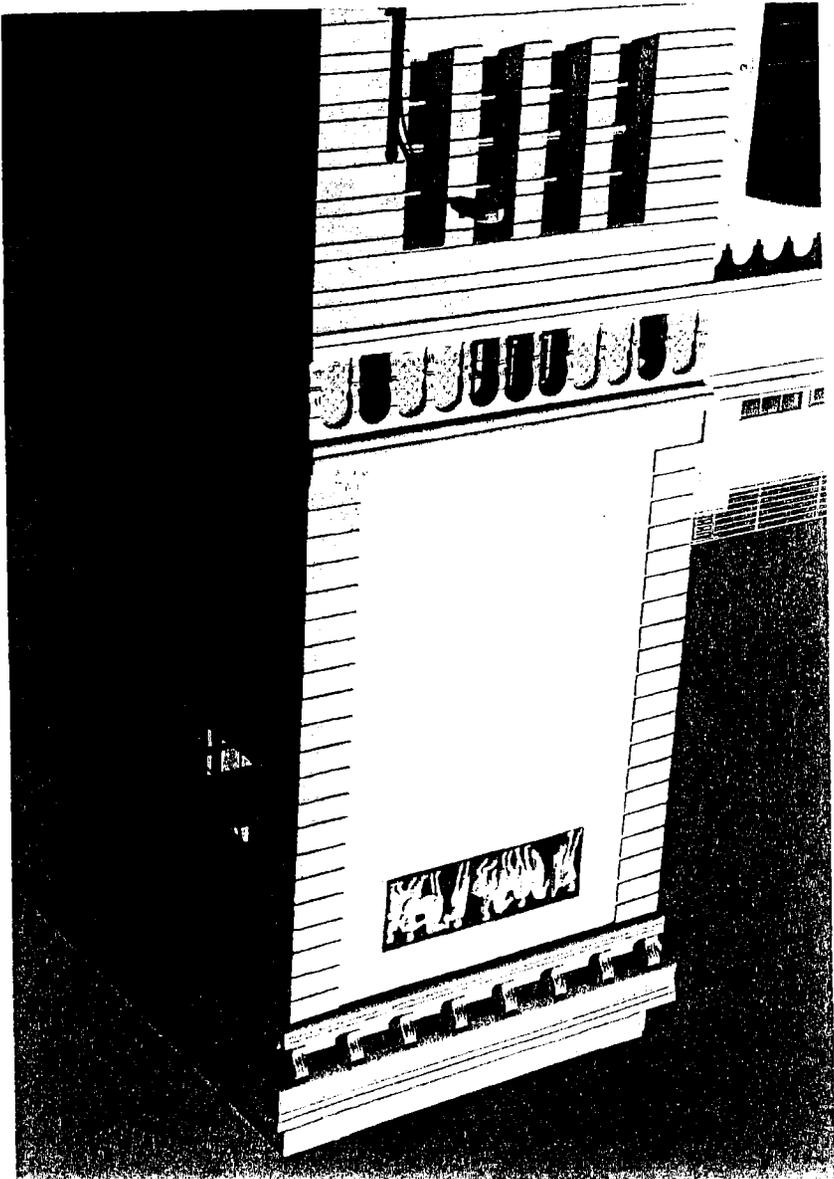
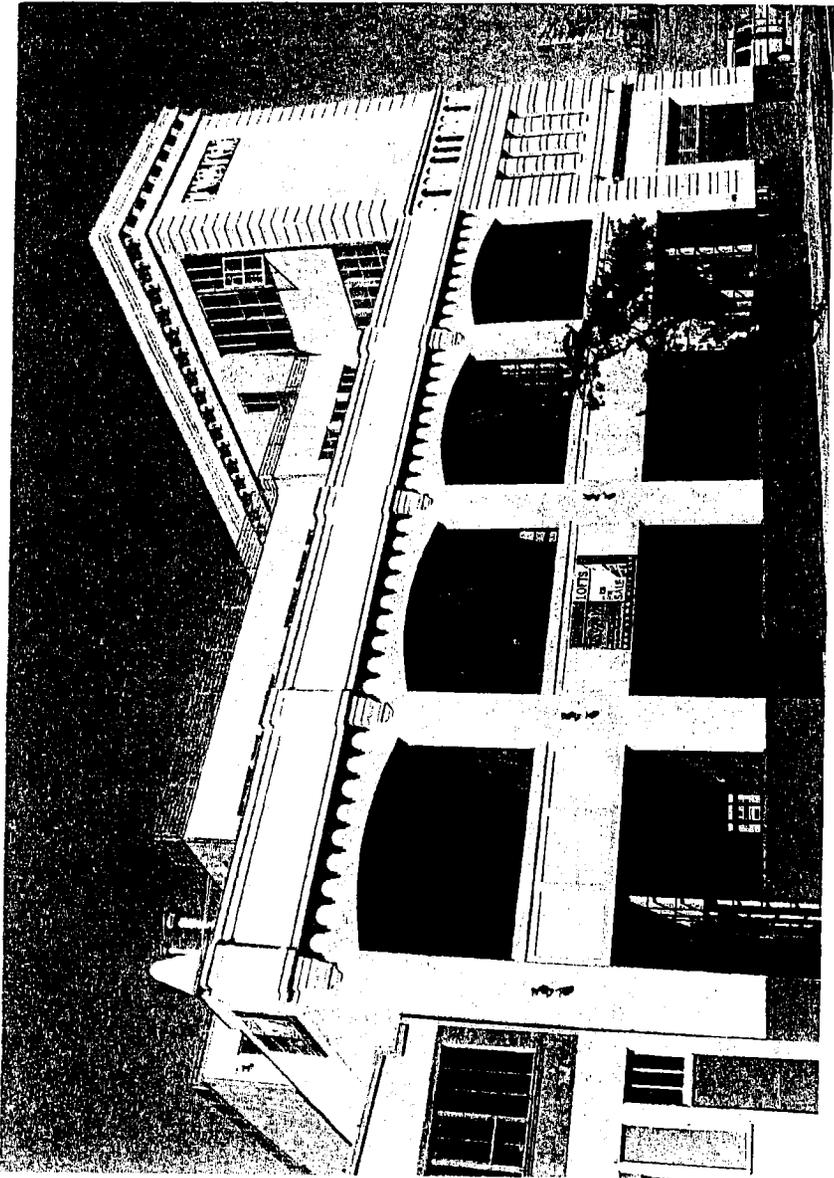
Parking spaces at rear of first floor, looking northeasterly. (AB356/1)

Photo 21.

Façade and surroundings, looking southeasterly, before recent rehabilitation.

Photo 22.

Façade and surroundings, looking northeasterly, before recent rehabilitation.



1. Grant of Easement. For the purpose of preserving the Features, Grantor hereby irrevocably grants and conveys to Grantee in perpetuity the conservation easement described herein in and to the Features. Grantor furthermore subordinates any interest it has in the Land or the Building to the Conservation Easement which Grantor has granted and conveyed to Grantee in this instrument.

2. Limitation on Grantor's Actions without the Approval of Grantee. In furtherance of the conservation easement herein granted, Grantor hereby covenants and agrees that Grantor shall have no right to do any of the following without the prior written consent of Grantee, which consent shall not be unreasonably withheld:

(i) make any change to the Features as they exist on the date hereof, including, without limitation, any alteration, partial removal, construction, remodeling, physical or structural change, demolition, sandblasting or other forms of abrasive cleaning, or change in color or surfacing;

(ii) expand the Building either vertically or horizontally, except as provided in Section 4 hereof;

(iii) construct or place any object or structures on the Land which may obstruct or limit the ability or opportunity of the public to view the Building from public roads or streets, including, without limitation, the installation of fences or gates;

(iv) dump any ashes, sawdust, bark, trash, rubbish or other unsightly or offensive materials on the Land to the extent that same are visible from public roads or streets; and

(v) except as provided in Paragraph 9 hereof, make any repairs to or reconstruct the Features (in the event of any casualty damage to the Building), other than temporary emergency work to prevent further damage to the Building or to protect public safety.

3. Grantor's Request for Grantee's Approval.

(a) Grantor's Request. In order to obtain Grantee's approval for any of the actions set forth in Paragraph 2 hereof, Grantor shall send a written notice to Grantee ("Grantor's Notice") specifying in reasonable detail (i) the proposed action or actions which Grantor desires to take (including the plans and specifications, if any, which Grantor intends to utilize for the action(s) proposed by Grantor), and (ii) the expected commencement date thereof. Grantor's Notice shall be sent to Grantee at least sixty (60) days before the date specified for commencement of the proposed action(s).

(b) Grantee's Reply. Within thirty (30) days after receipt of Grantor's Notice, Grantee shall send a written reply to Grantor ("Grantee's Reply") in which Grantee shall approve, conditionally or unconditionally, or disapprove of the actions proposed in Grantor's Notice. If Grantee does not send Grantee's Reply to Grantor within said thirty (30) day period, Grantee shall be deemed to have approved the actions specified in Grantor's Notice. If Grantee conditionally approves of the actions proposed in Grantor's Notice, Grantee may specify all materials, methods, cleaning substances and color to be used in any work performed by Grantor

and may require that Grantor obtain Grantee's approval of the final plans and specifications for the work and all change orders thereto. Grantee may also impose other reasonable conditions on Grantor's actions as Grantee deems necessary or desirable.

(c) Standards for Grantee's Review. In its review and decisions relating to Grantor's Notice, Grantee shall be guided by the applicable standards promulgated by the United States Secretary of the Interior.

(d) No Representation by Grantee. Grantor agrees that Grantee's review and approval of the proposed actions in Grantor's Notice shall solely be for Grantee's benefit. In approving the actions proposed in Grantor's Notice, Grantee shall not be deemed to have made a representation or warranty to Grantor regarding whether such actions comply with any applicable law, ordinance, or governmental regulation or with respect to the safety or adequacy of Grantor's proposed actions.

(e) Costs and Fees Incurred by Grantee. Grantor shall pay all reasonable fees and costs incurred by Grantee in reviewing and commenting on the action or actions proposed in Grantor's Notice and any subsequent review and comment on Grantor's proposed actions.

Grantor retains the right to make alterations which do not affect the Features, and after

4. Rights Retained by Grantor. A complying with the procedures described in Section 3 hereof, Grantor retains the right to make alterations to the Building, so long as (i) Grantee reasonably determines that the alterations will be architecturally compatible with the Building and (ii) the construction of the alterations will not remove, obscure or damage the Features.

5. Grantor's Obligations for Repair and Maintenance. Grantor, at its sole cost and expense, shall perform such repair and maintenance so as to preserve the appearance and structural soundness of the Building and the Land and to otherwise maintain the Building and Land in good condition and repair. Grantee shall not be liable for, and shall have no obligation to contribute any money or services to, the repair or maintenance of the Building.

6. Signs on the Building. No billboards shall be placed on or about the Building. Grantor shall not display or place on or about the Building, or permit to be displayed or placed, signs or advertisements without the express written consent of the Grantee, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the following signs may be placed on the Building without Grantee's written consent: (i) plaques or other markers as are appropriate for commemorating the historic importance of the Building, (ii) signs or markers as are necessary to direct and restrict the passage of persons or the parking of vehicles upon the Land or Building, (iii) a sign or signs stating the address of the Building, and (iv) signs as are necessary to identify the tenants or occupants of the Building, or which advertise the sale of the Building or the condominium units, and (v) signs on the South wall of the Building.

7. Grantee's Rights of Inspection. Grantee, and its representatives, inspectors, and consultants, shall be permitted to enter and inspect the Building at all reasonable times to determine whether the terms of this Conservation Easement are being complied with and to enforce the same. Grantor shall provide such cooperation as Grantee may request in connection with its inspection of the Building.

8. Insurance

(a) Insurance which Grantor Shall Carry. So long as Grantor shall have any ownership interest in the Building, Grantor shall carry and keep in force the following types of insurance:

(i) Commercial General Liability Insurance policy (including Personal Injury Liability and Medical Payments coverage), which shall include broad form contractual liability, with a total limit which is not less than \$500,000.00 per occurrence, bodily injury and property damage combined. Such insurance shall name Grantee as an additional insured and shall insure Grantor indemnity obligation under Paragraph 11 hereof.

(ii) Fire and perils covered under a Standard Special Causes of Loss Coverage Form, including improvements and betterments, for not less than ninety percent (90%) of the full replacement cost thereof as shall from time to time be determined by Grantor. Such insurance shall insure Grantee's interest in this Conservation Easement on the Building, and Grantee shall be named as an insured on such policy only to the extent of its interest in the Building based upon this Conservation Easement.

(b) Requirements of Grantor's Insurance. All insurance which Grantor is required to maintain hereunder shall:

(i) be issued by insurance companies admitted to transact insurance business in the State of California with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports;

(ii) contain an endorsement requiring at least thirty (30) days written notice from the insurance company to Grantee before any cancellation or material change in coverage, scope, or amount of the insurance policy; and

(iii) provide that Grantor's insurance company waives all right of recovery by way of subrogation against Grantee in connection with any damage or loss covered by such policy.

(c) Certificate of Insurance. Within ten (10) days after the recordation of this Conservation Easement and annually thereafter before the cancellation or expiration of any insurance policies named herein, Grantor shall provide Grantee with a Certificate of Insurance evidencing that each of the policies and the specified provisions required by this Paragraph 8 are in full force and effect.

9. Damage or Destruction of the Building.

(a) Report of Damage or Destruction and Selection of a Restoration Architect. If the Building or any part thereof shall be damaged or destroyed, Grantor shall give prompt written notice to Grantee of such damage or destruction and any emergency work completed or contemplated by Grantor. Within one (1) month after the date of such damage or destruction, Grantor shall give written notice to Grantee of the name of a qualified restoration architect whom Grantor intends to employ to repair and restore the Building. Grantee shall have the right to

approve the restoration architect chosen by Grantor, which approval will not be unreasonably withheld. Within seven (7) days after receipt of receipt of Grantor's notice of the selection of a restoration architect, Grantee shall inform Grantor in writing of its approval or disapproval of the selection: provided that if Grantee does not respond within seven (7) days, the restoration architect shall be deemed to have been approved.

(b) Report by the Restoration Architect. Within two (2) months after Grantee approves of the selection of the restoration architect, Grantor shall submit to Grantee a written report prepared by said architect, which shall include the following: (1) an assessment of the nature and extent of the damage to the Building and, in particular, to the Features; (2) a determination of the feasibility of (i) the restoration of the existing fabric of the Building and the Features or (ii) the reconstruction of the destroyed fabric of the Building and the Features; and (3) an estimate of the restoration and reconstruction work necessary to return the Building and the Features to the condition existing at the date hereof. This period may be extended by Grantee so long as Grantor's restoration architect can demonstrate that he/she has commenced work on the report and is diligently prosecuting it to completion.

(c) Grantor's Obligation to Restore or Reconstruct. If such report determines that the purpose and intent of this Conservation Easement will be served by restoration or reconstruction, Grantor shall be required to restore or reconstruct the Building in accordance with the procedures described in Paragraph 3 hereof. If such report determines that any restoration or reconstruction would not serve the purpose and intent of this Conservation Easement and if Grantee does not disapprove of such report within thirty (30) days after receipt, Grantor shall not be required to restore or reconstruct the Building. Grantee shall not disapprove of such report without at the same time providing Grantor with a written report of an architect, licensed in the State of California, stating the reasons for disapproval.

10. Extinguishment of this Conservation Easement. If any action or proceeding shall be commenced for the taking of the Building, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if Grantor receives notice of such proceedings, or if Grantor intends to sell or convey the Building and/or the Land in lieu of condemnation, under threat of condemnation (collectively "Condemnation"), Grantor shall give prompt written notice thereof to Grantee. If as a consequence of a sale, exchange, or Condemnation, this Conservation Easement is extinguished for any reason, Grantee shall be entitled to a portion of the proceeds resulting therefrom ("Proceeds"). The portion of the Proceeds to which the Grantee shall be entitled shall be determined by multiplying the Proceeds by a fraction, the numerator of which shall equal the fair market value of this Conservation Easement on the date when it was granted to Grantee pursuant to this instrument ("Conservation Easement Date") and the denominator of which shall equal the fair market value of the Land and the Building on the Conservation Easement Date. The provisions of this paragraph, however, shall not be in derogation of, or be construed as a substitution for, Grantee's rights under this Conservation Easement, including but not limited to Grantee's remedies as described in Paragraph 13 hereof.

11. Indemnification. To the fullest extent permitted by law, Grantor shall indemnify, protect, defend and hold harmless Grantee, its officers, directors, members, agents, and employees (collectively "Indemnitees") from and against (1) all real property taxes and general or special assessments assessed and levied against the Building and/or the Land, (2) all

governmental laws, orders, codes, and regulations, relating to the condition, use, or occupancy of the Building, including but not limited to the Americans with Disabilities Act and Title 24 of the California Code of Regulations, and (3) all claims, demands, liabilities, losses, penalties, fines, damage, costs, and expense, of any kind or nature (including, without limitation, actual attorneys' fees and costs, whether or not suit is brought) arising out of (i) this Conservation Easement, (ii) the use or occupancy of the Building and/or the Land, (iii) the condition of the Building and/or the Land, or (iv) any acts, omissions or negligence of Grantee or any person claiming through or under Grantee or of the contractors, agents, servants, employees or licensees of Grantee in, on, or about the Building and/or the Land. However, Grantor's indemnity obligation under this paragraph shall not include any obligation to indemnify, defend, protect, or hold harmless Indemnitees from their gross negligence or willful misconduct. Grantor shall defend the Indemnitees in any action or proceeding arising from any claim indemnified hereunder by counsel reasonably satisfactory to Indemnitees.

12. **Grantee's Covenants.** Grantee shall have the right to inspect the Building from time to time for compliance with this Conservation Easement.

13. **Remedies of Grantee.** In the event of a violation or breach by Grantor of any provision of this Conservation Easement, Grantee, in addition to any remedies now or hereafter provided by law or in equity, shall have all the remedies set forth in Section 815.7 of the California Civil Code, as it may be amended from time to time, or any successor statute thereto. If Grantor fails to do any act in the manner provided herein, Grantee may, without obligation to do so, upon ten (10) days' prior written notice to Grantor, enter upon the Land, correct any violation of this Conservation Easement in such manner and to such extent as Grantee deems necessary. In such event, Grantor shall, immediately upon demand by Grantee, pay to Grantee an amount equal to the costs and expenses incurred by Grantee in connection with the exercise of the foregoing rights, including, without limitation, attorneys' fees and costs (whether or not any action or proceeding is brought to enforce the provisions hereof), together with interest thereon at the maximum rate permitted by law until paid, which amount shall constitute a lien on the Land and Building until paid.

14. **Attorneys' Fees and Costs.** In any action brought to enforce or interpret this Conservation Easement, whether based upon contract, tort, or for declaratory relief, the prevailing party shall be entitled to recover all of its costs and expenses, including its actual attorneys' fees, in such action or proceeding.

15. **Waiver.** Except as expressly provided to the contrary herein, Grantee's failure or delay in the exercise of any power, right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. The waiver of any power, right or privilege hereunder shall not be effective unless it is in writing; and a waiver of any power, right or privilege in a particular instance shall not be construed as a waiver thereof in other instances.

16. **Statutory Authority.** This instrument is made pursuant to Sections 815 *et seq.* of the California Civil Code, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this instrument according to its terms. It is the intent of the parties

that this instrument shall constitute an equitable servitude, an easement in gross and/or a restrictive covenant.

17. Compliance with Applicable Laws or Ordinances. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any laws or ordinances applicable to the Land and Building, including, without limitation, any building materials, construction methods, fire safety, emergency or energy related requirements. In the event of any conflict between any law or ordinance and the terms hereof, the law or ordinance shall prevail. However, Grantor promptly shall notify Grantee of any such conflict and shall cooperate with Grantee to accommodate the purposes of both this instrument and such law or ordinance. If any term or provision of this Conservation Easement shall be determined to be illegal or unenforceable, all of the other terms, provisions and sections hereof shall nevertheless remain effective and be in force to the fullest extent permitted by law.

18. Liens. Grantor acknowledges that the subject matter of this conveyance is a perpetual donation to charity which can no longer be transferred, hypothecated or subjected to liens or encumbrances by Grantor; and any attempt to do so shall be null and void and of no force and effect.

19. Easement Runs with the Land. The obligations imposed by this Conservation Easement shall be deemed to run as a binding servitude with the Land in perpetuity. This instrument shall extend to and be binding upon Grantor, its successors and assigns and all persons hereafter claiming under or through Grantor; and the word "Grantor" when used herein shall include all such persons.

20. Assignment. Except in the case that Grantee shall hereafter cease to exist, Grantee shall be prohibited from assigning or transferring this Conservation Easement to any other party. This Conservation Easement shall survive any termination of Grantee's existence and shall run for the benefit of, and may be enforced by, Grantee's successors and assigns, or by its designees duly authorized in a deed of appointment. Any successor assign shall be a "qualified organization" described in Section 170(h)(3) of the Internal Revenue Code.

21. Notices. Any notice or demand by either party to the other in connection with this Conservation Easement shall be in writing and shall either be personally served on the party or sent by registered or certified mail, postage prepaid, return receipt requested, to the address of the party shown below or such other address which the party may specify in compliance with this Paragraph 21. Such notice or demand, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail and, if personally served on the party, shall be deemed given when delivered.

If to Grantor:	Stagehouse Lofts c/o Heuser Architects 555 Howard Street Suite 201 San Francisco, Ca 94105
If to Grantee:	The Foundation for San Francisco's Architectural Heritage Attn: Executive Director 2007 Franklin Street San Francisco, California 94109

22. Governing Law. This Conservation Easement shall be governed by and construed in accordance with the laws of the State of California.

23. Further Assurances. Grantor hereby covenants and agrees to promptly nominate the Building, on the requisite forms, for listing in The National Register of Historic Places, and to execute and deliver to Grantee from time to time, promptly after any request therefor by Grantee, any and all instruments, agreements and documents which Grantee may require, and to perform such other acts as may be necessary or desirable, to carry out the purposes of this Conservation Easement.

24. Defeasance. In the event that the Building is not listed in The National Register of Historic Places by October 15, 1999, the Grantee, at its expense, shall reconvey to Grantor, annul, surrender, or undo the conservation easement granted in paragraph 1 hereof.

IN WITNESS WHEREOF, the undersigned has executed this Grant of Conservation Easement this 22nd day of July, 1998.

GRANTOR:
Stagehouse Lofts

By: _____
George F. Hauser, President

Accepted:

GRANTEE:
THE FOUNDATION FOR SAN FRANCISCO'S
ARCHITECTURAL HERITAGE,
a California non-profit corporation

By: _____
David Bahlman, Executive Director

Date of Acceptance: _____

SAN FRANCISCO PLANNING DEPARTMENT

RESPONSE TO DISCRETIONARY REVIEW

Case No.: 12.0577D
Building Permit No.: N/A
Address: 264 Dore Street

Project Sponsor's Name: **Nicholas Palter, Architect for Dan Kennedy**

Telephone No.: (for Planning Department to contact): **wk: 415) 552-0802; cell: (415) 215-7808**

1. *Given the concerns of the DR requester and other concerned parties, why do you feel your proposed project should be approved? (If you are not aware of the issues of concern to the DR requester, please meet the DR requester in addition to viewing the attached DR application.*

The proposed Project was previously approved by both SF Planning & Building Departments back in 2007 (P.A. # 2007-1206-9799), with all standard 311 Notification procedures followed. No contact from anyone in the neighborhood (including any of the Owners of the Stagehouse Lofts) was forthcoming to either the Project Sponsor or Planning Department.

Due to financial constraints the Property Owner, Mr. Dan Kennedy was unable to proceed with construction at that time; & the approved Building Permit was inadvertently allowed to expire.

Now that the Owner finds himself in a financial position to proceed with construction, the Permit file was re-opened in an attempt to get it re-instated. We were subsequently informed that Planning Department procedures require re-noticing of neighbors (via 311 Notification process) after 2 years have elapsed.

It was during this process that the current DR Applicant first made their concerns known to us. Subsequently, two meetings were held with the neighbors to discuss their concerns, but no compromise could be reached.

We feel the proposed Project should be approved for the following reasons:

- a) Standard 311 Notification Process was followed in good faith & only after a 2nd Notification was any response forthcoming.
- b) Although current DR Applicant was apparently not the Owner of Unit #301 during the initial 2007 Notification, the 465 Tenth Street Condominium Homeowners Association, Listing Realtors (as well as the then, current Owner of Unit #301) certainly should have been aware of the proposed Project at that time.
- c) Property Owner & longtime SOMA businessman Mr. Dan Kennedy should not be responsible for their failure to notify / disclose the proposed development of 264 Dore Street to any potential buyers during the sales period of Unit #301.
- d) The Stagehouse Lofts were built as Live-Work Units in an existing, residential mixed-use / light industrial area - to now, claim that they are entitled to standard residential amenities is not in keeping with the original intentions of the Live-Work Ordinance & is unfair to the remaining businesses & commercial property owners on Dore Street.
- e) Stagehouse Lofts as Historical Landmark: Although this is the case, it does not seem relevant to the issue under discussion; but rather a case of "name-dropping."
- f) The Appellant claim of an adverse effect on their property values is both un-supported & also not relevant the issue under discussion.
- g) Proposed Building Design Features:
 - 1) Proposed Service / Light Industrial Use as Auto Repair Garage: After many years of study, the current Eastern Neighborhood SOMA Planning Guidelines specifically list as a Priority Policy the encouragement of more Service / Light Industrial uses - this is exactly the use of the proposed building. Owner Dan Kennedy has several other small businesses in this area of SOMA & his

- 2) intention is for this to accommodate a long-term stable business use.
 - 3) Building Height: Proposed 2-story building of 26' in height is substantially under the allowable 40' Height Limit (which could easily accommodate a 4-story building). The modest 7' increase in height above the current Roof Deck parapet will not substantially change the views from or daylight into lower 4 Units; & will have almost no effect at all on the remaining rear facing Units above this level.
 - 4) Lot Coverage: Full Lot coverage is allowable under the Planning Code guidelines.
 - 5) No Windows in Rear of Building: This affords privacy to the existing, adjacent Roof Deck area; alternate designs would very likely not have this "amenity," likely creating noise / privacy issues for the Stagehouse Loft residents.
 - 6) Existing adjacent buildings on Dore Street (see attached Sheet (E)-1: Existing Aerial Photo): 2 Existing buildings on either side of the Proposed Project also share some Rear Property Line with the Roof Deck of the Stagehouse Lofts. As both structures are only 1-story in height & together comprise over 50% of the Roof Deck length, the Appellant's claims of creating a "boxed in" effect & "a claustrophobic non-space" are exaggerated. In addition, their claim of "casting a dark shadow" is also misleading, as the Proposed Project is predominantly on the North side of the Roof Deck.
- h) Possible Alternate Design Features (more impactful):
- 1) Multi-Family Residential Use: Any such design would very likely be a 4-story multi-family residential building, designed to maximize square footage by building out to the maximum envelope allowed by the Planning Code which would be substantially larger & more impactful than the current Proposed Design.
 - 2) Building Height: As stated in Item e) 2 above, any alternate design would most likely entail a 4-story structure which would also be more impactful than the current Proposed Design.
 - 3) Windows & Roof Decks in Rear of Building: As stated in Item e) 4 above, any alternate design would very likely have both windows & Roof Decks on multiple levels, creating noise / privacy issues for the Stagehouse Loft residents.

2. *What alternatives or changes to the proposed project are you willing to make in order to address the concerns of the DR requester and other concerned parties? If you have already changed the project to meet neighborhood concerns, please explain those changes. Indicate whether the changes were made before filing your application with the City or after filing the application.*

After reviewing the neighbors' / Appellant's concerns & discussing possible options with 264 Dore Street Property Owner, Dan Kennedy, we have come to the conclusion that the proposed design is already substantially less impactful than most any other financially viable option. Therefore, we are not prepared to make any modifications to the Propose Design at this time.

3. *If you are not willing to change the proposed project or pursue other alternatives, please state why you feel that your project would not have any adverse effect on the surrounding properties. Please explain your needs for space or other personal requirements that prevent you from making the changes requested by the DR requester.*

The Proposed new building will not have an adverse effect on the surrounding properties for the following reasons:

- a) A number of current Property Owners & businesses in the area have some out in support of the Proposed Design.
- b) It is generally accepted that vacant lots are not conducive to a viable neighborhood, as they are considered an attractive nuisance. This lot has been vacant for many years & its development & creation of a new stable, local small business will have a positive effect for everyone in the neighborhood, both residential & business uses.
- c) As described above in Item e) 2 above, the modest 7' increase in the existing Stagehouse Lofts Roof Deck parapet height is much less impactful than any other likely development alternative.

- d) Based upon the initial approval of the Site Permit, the Property Owner has already incurred over \$190,000 in developmental costs to produce complete Construction Documents (including Architectural, Structural & Geotechnical); he is not in any financial position to undergo further design changes to modify what he feels is an appropriate design for his needs & that of the neighborhood in general.
- e) The Appellant's request to set back the upper floor of the building will reduce usable square footage which is required for the proposed Auto Repair Shop's storage needs, making it more difficult to conduct a viable business in this already fairly small structure.

If you have any additional information that is not covered by this application, please feel free to attach additional sheets to this form.

4. Please supply the following information about the proposed project and the existing improvements on the property.

<u>Number of</u>	<u>Existing</u>	<u>Proposed</u>
Dwelling units (only one kitchen per unit -additional kitchens count as additional units)	0	0
Occupied stories (all levels with habitable rooms) ...	0	2
Basement levels (may include garage or windowless storage rooms)	0	0
Parking spaces (Off-Street)	N/A	N/A
Bedrooms	0	0
Gross square footage (floor area from exterior wall to exterior wall), not including basement and parking areas....	0 sq. ft.	3497 sq. ft.
Height	0'	26'
Building Depth.....	0'	85'
Most recent rent received (if any)	\$140/mo.	
Projected rents after completion of project.....		\$5000/mo.
Current value of property.....	\$0 (incl. Development Costs paid to date)	
Projected value (sale price) after completion of project (if known)	---	\$250,000

I attest that the above information is true to the best of my knowledge.


Signature

5/31/12
Date

Nicholas Palter
Name (please print)



PALTER /
DONZELLI
DESIGN

EXISTING AERIAL PHOTO
264 DORE STREET
SAN FRANCISCO, CA

DATE: 5/31/12

REVISIONS:

CLARIFICATION:

(E)-1

50 HANCOCK STREET
SAN FRANCISCO CA 94114
(415) 552-0802



PALTER /
DONZELLI
DESIGN

50 HANGOCK STREET
SAN FRANCISCO, CA 94114
(415) 552-0602

EXISTING AERIAL PHOTO

264 DORE STREET
SAN FRANCISCO, CA

DATE: 5/31/12

REVISIONS:

CLARIFICATION:

(E)-2

GENERAL CONDITIONS:

CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR TO PROVIDE ALL WORK AND MATERIALS IN ACCORDANCE WITH 2001 CALIFORNIA BUILDING CODE (CBC), CALIFORNIA PLUMBING, MECHANICAL & ELECTRICAL CODES (CPC, CMC & CEC), AS WELL AS ALL LOCAL ORDINANCES AND REQUIREMENTS.
- CONTRACTOR SHALL MAKE SITE INSPECTIONS AND BE RESPONSIBLE FOR ALL NEW AND DEMOLITION WORK, WHETHER DETAILED BY THE SPECIFICATIONS AND DRAWINGS, OR IMPLIED BY EXISTING CONDITIONS.
- ANY DISCREPANCIES IN THE CONSTRUCTION DOCUMENTS, AS CONFLICTS WITH ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY SHORING & UNDERPINNING AS NECESSARY. THIS WORK SHALL BE PERFORMED UNDER SEPARATE PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PROVIDE ALL NECESSARY TEMPORARY UTILITY HOOK-UPS FOR ALL EQUIPMENT DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTION / CAPPING OFF OF ALL EXISTING UTILITIES. PROVIDE RE-CONNECTION AS REQUIRED, WHERE RE-USE IS POSSIBLE.
- CONFIRM ALL WINDOW SIZES WITH ACTUAL / EXISTING ROUGH OPENING DIMENSIONS PRIOR TO ORDERING WINDOWS.
- SLOPE ALL FLOORS / ROOFS TO DRAIN A MINIMUM OF 1/4" PER 1'-0", UNLESS SPECIFICALLY NOTED OTHERWISE.
- MECHANICAL, PLUMBING AND ELECTRICAL WORK SHOWN ON DRAWINGS IS SCHEMATIC IN NATURE. CONTRACTOR TO CONFIRM FINAL LAYOUT WITH ARCHITECT, PRIOR TO PROCEEDING WITH THE WORK.
- ARCHITECT IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, NOR CONSTRUCTION SEQUENCING; THIS IS THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

DRAWINGS:

- DO NOT SCALE DRAWINGS! ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS.
- ALL DIMENSIONS ARE TO "FACE OF STUD" UNLESS SPECIFICALLY NOTED OTHERWISE. EXISTING DIMENSIONS DENOTED BY "(E)" ARE TO "FACE OF EXISTING FINISH" UNLESS SPECIFICALLY NOTED OTHERWISE. ALL EXISTING DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO PROCEEDING WITH THE WORK.
- LARGE SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS. WRITTEN SPECIFICATIONS TAKE PRECEDENCE OVER ALL DRAWINGS.
- REFER TO EXTERIOR ELEVATIONS FOR INDICATIONS OF WINDOW OPERATION AND HANDING, U.O.N.

ASSEMBLIES:

(SEE COVER SHEET LEGEND FOR RATED WALL DESIGNATIONS, WALL TYPES AND OTHER RATED ASSEMBLIES)

- PROVIDE MINIMUM 1-HOUR WALL DEMISING WALL BETWEEN UNITS. SEE PLANS AND BUILDING SECTIONS FOR DESIGNATIONS AND STANDARD DETAILS FOR COMPLETE ASSEMBLY DESCRIPTIONS.
- INSULATE ALL ASSEMBLIES BETWEEN HEATED AND UNHEATED AREAS: R-30 AT ROOFS, R-13 AT WALLS, R-19 AT FLOORS, MINIMUM, UNLESS SPECIFICALLY NOTED OTHERWISE. SEE TITLE 24, ENERGY COMPLIANCE STATEMENT & MANDATORY MEASURES CHECKLIST FOR SPECIFIC REQUIREMENTS.
- PROVIDE VENTILATION OF ALL JOIST, STUD AND RAFTER SPACES ENCLOSED BY BUILDING ASSEMBLIES BETWEEN HEATED AND UNHEATED AREAS INCLUDING ATTICS, BASEMENTS, ROOFS, SOFFITS, PARAPET AND RAILING WALLS, ETC.
- ALL DOORS BETWEEN HEATED AND UNHEATED AREAS SHALL BE PROVIDED WITH WEATHER-STRIPPING AND THRESHOLDS.
- PROVIDE MOISTURE RESISTANT GYPSUM WALL BOARD (MR GWB) ON ALL BATHROOM WALLS, U.O.N. DO NOT USE A CONTINUOUS VAPOR BARRIER BEHIND MR GWB. DO NOT USE MR GWB ON BATHROOM CEILINGS; USE 5/8" TYPE "X" GWB.

MECHANICAL AND ELECTRICAL:

- PROVIDE MECHANICAL VENTILATION OF TOILET ROOMS TO ACHIEVE MINIMUM 1 AIR CHANGE EVERY 15 MINUTES.
- PROVIDE MECH. VENTILATION AT TENANT SPACES TO ACHIEVE MINIMUM 15 CU. FT. PER MIN. PER OCCUPANT.
- PROVIDE EMERGENCY / EXIT LIGHTING & STROBES AT ALL EXIT PATHS OF TRAVEL AS REQUIRED PER CODE.
- ALL INTERIOR COMMON AREA LIGHT FIXTURES, ETC. SHALL BE PROVIDED WITH SWITCHING VIA CENTRAL PHOTO-ELECTRIC SENSOR WITH TIMER CLOCK SWITCH OVERRIDE, UNLESS OTHERWISE SPECIFIED.
- ALL COMMON AREAS, NOT SERVED BY DAY LIGHTING WINDOWS, SHALL BE PROVIDED WITH ELECTRIC LIGHTING 24 HOURS PER DAY, UNLESS SPECIFICALLY NOTED OTHERWISE.
- STAGGER ALL ELECTRICAL AND MECHANICAL ITEMS IN ALL DEMISING WALLS AND FLOORS TO MAINTAIN ASSEMBLY'S ACOUSTICAL RATINGS. SEE SPECIFICATIONS AND DETAILS FOR SPECIFIC REQUIREMENTS.
- ALL ELECTRICAL RECEPTACLES IN DAMP LOCATIONS TO BE GROUND FAULT INTERRUPTER (GFI) AS REQUIRED PER CODE.

WATERPROOFING:

- ALL SHEET METAL WORK TO BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF S.M.A.C.N.A. STANDARDS.
- PROVIDE GALVANIZED SHEET METAL Z-BAR FLASHING AT ALL WINDOW AND DOOR HEADS: INSTALL UNDER EXTERIOR SIDING OR CEMENT PLASTER AND BUILDING PAPER, AND OVER FRAME OF ALL NEW DOORS AND WINDOWS, U.O.N. PROVIDE ADDITIONAL BITUMINOUS MEMBRANE WATERPROOF FLEXIBLE FLASHING (INDUSTRY STANDARD) AROUND ALL WINDOW AND DOOR OPENINGS. SEE STANDARD DETAILS FOR INSTALLATION REQUIREMENTS.
- PROVIDE GALVANIZED SHEET METAL FLASHING AT ALL ROOF CONDITIONS INCLUDING BUT NOT LIMITED TO: PERIMETER EDGES, VALLEYS, PARAPET CAPS, WALL / ROOF INTERSECTIONS, ROOF PENETRATIONS, ETC., U.O.N. SEE DETAILS FOR SPECIFIC REQUIREMENTS.
- ALL NEW EXTERIOR FINISHES TO BE INSTALLED OVER A MINIMUM MOISTURE BARRIER OF TWO LAYERS OF 15 POUND (GRADE D) BUILDING PAPER, OR APPROVED EQUAL.

PLANNING DEPARTMENT NOTES:

ZONING: SLI (Service Light Industrial). Table 817, Item No. 817.57, 817.58 & 817.60 permits open or enclosed vehicle parking & storage, as well as automotive repair facility uses on all floors. Proposed use is for automobile repair garage on two floors, which is a permitted use.

REAR YARD SETBACK: None required for this Zoning District for non-residential uses.

DENSITY: Non-Residential Density Limit is 2.5 to 1 Floor Area Ratio (2.5 x 1997.5 = 4993.75 sq. ft. allowable development). Proposed building is 3,995 sq. ft. < 4993.75 sq. ft. allowable. BUILDING COMPLIES.

HEIGHT LIMIT: 40-X. Proposed building is 26'-4" < 40' allowable. BUILDING COMPLIES.

OCCUPIABLE FLOOR AREA CALCULATION:

Ground Floor: 1743 sq. ft.
2nd Floor: 1754 sq. ft.
Total: 3497 sq. ft.

BUILDING DEPARTMENT NOTES:

2001 California Building Code with 2002 San Francisco Amendments; 2001 California Mechanical, Electrical and Plumbing Codes; 2001 San Francisco Fire Code & NFPA-13 (1999 Edition); 1999 Edition NFPA 72; Title 24 Energy Code 2001 Edition; San Francisco Housing Code 2001 Edition.

Two-Story Building.

CONSTRUCTION TYPE: TYPE V, one-hour wood frame construction.

OCCUPANCY CLASSIFICATION: Group H-4 / S-3 Mixed Use, Automobile Repair Garage.

OCCUPANT LOAD AND EXITING:

One exit required for H-4, Automobile Repair Garage use:
Ground Floor: 1,802 sq. ft. / 200 sq. ft. per occupant = 9 < 30 occupants. One exit required, one provided; exit doors are permitted to swing opposite the direction of travel.
One exit required for S-3, Automobile Repair Garage use:
2nd Floor: 1,844 sq. ft. / 200 sq. ft. per occupant = 9 < 10 occupants. One exit required, one provided, per Sec. 1004.2.3.2, Exception 1; exit doors are permitted to swing opposite the direction of travel.

ALLOWABLE AREA:

Per Sec. 504.3, in buildings of Mixed Occupancies, the sum of the ratios of Actual to Allowable Area for each Occupancy shall be less than 1.00:

H-4: Basic Allowable Floor Area for H-4 use: 8,800 sq. ft.
Per Sec. 504.2, this area may be doubled for a multi-story building. 8,800 sq. ft. x 2 = 17,600 sq. ft. Allowable Area. Actual Area: 1,997.5 sq. ft.

S-3: Basic Allowable Floor Area for S-3 use: 14,000 sq. ft.
Per Sec. 504.2, this area may be doubled for a multi-story building. 14,000 sq. ft. x 2 = 28,000 sq. ft. Allowable Area. Actual Area: 1,997.5 sq. ft.

$(1,997.5 / 17,600) + (1,997.5 / 28,000) = 0.114 + 0.143 = 0.257 < 1.00$. BUILDING COMPLIES.

ALLOWABLE HEIGHT:

H-4: Basic Allowable Number of Stories is two for a Type V, one-hour construction.

Proposed Building is two stories. BUILDING COMPLIES.

H-4: Basic Allowable Height is 50 feet. Actual Building Height is 26'-4". BUILDING COMPLIES.

PARAPETS:

Per Sec. 709.4.1, Exception 5.2 exterior walls need not have parapets where roof-ceiling framing members (& any supporting elements) perpendicular to the exterior wall are protected by 1-hour construction.
Per Sec. 709.4.1, Exception 5.3 exterior walls need not have parapets where all roof openings are at least 10' away from adjacent Property Lines. BUILDING COMPLIES; no roof parapets are required.

ACCESSIBILITY:

The Ground & 2nd Floors of this building are required to be fully Accessible.
However, per Sec. 1103B.1, Exception 3.1, access to the 2nd Floor of "passenger vehicle service stations less than three stories high or less than 3000 square feet per story" by means of a ramp or elevator need not be provided.
As the proposed Building is two-stories in height and only 1,997.5 sq. ft. per floor, it complies with this Exception; no ramp or elevator access to the 2nd Floor shall be provided.

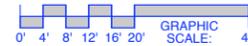
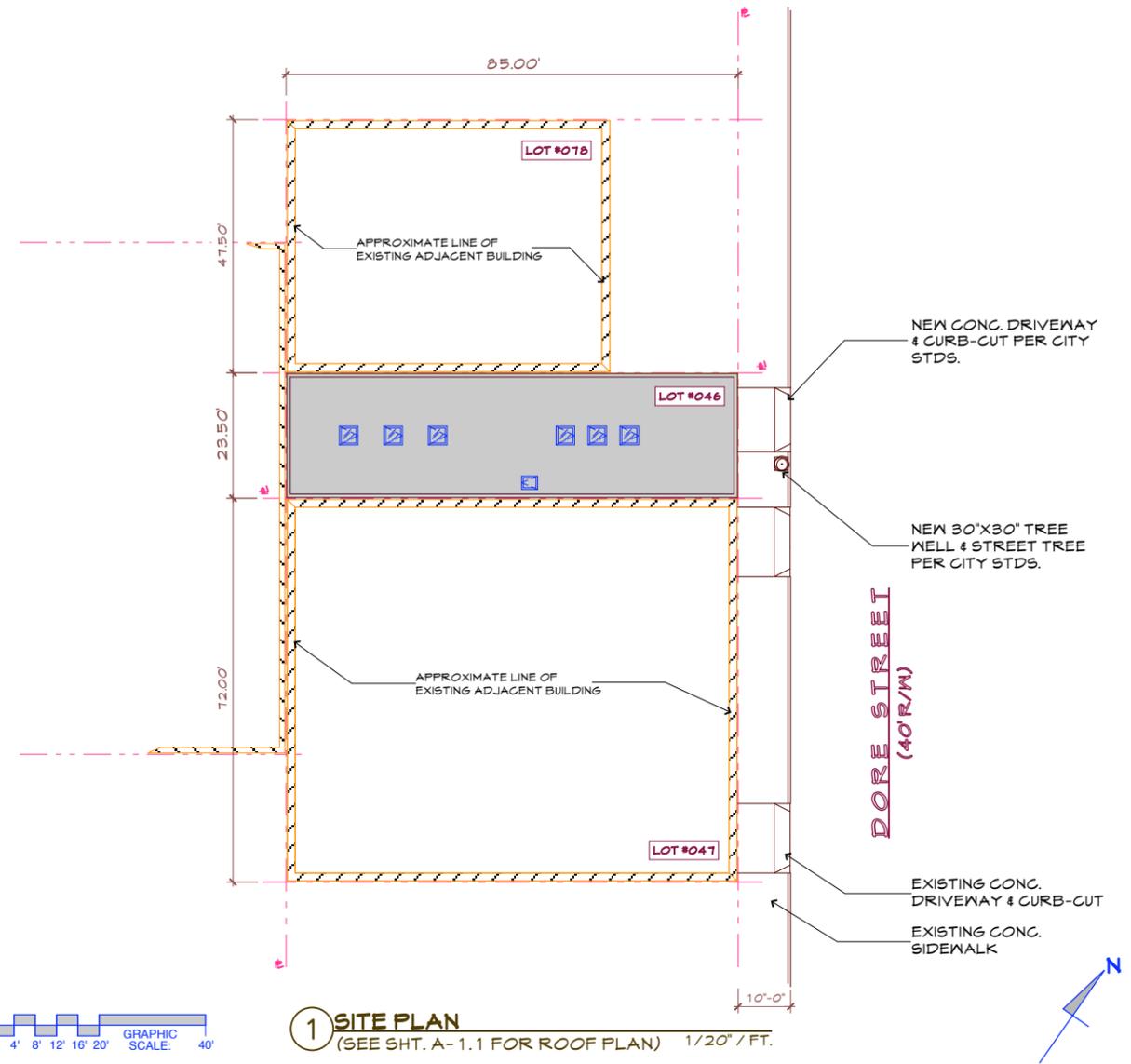
Toilet Rooms: As business shall have no more than 3 employees, uni-sex bathrooms may be provided.

FIRE SPRINKLERS: Automatic Fire Sprinkler System required. Provide under Separate Permit.

SHORING AND UNDERPINNING: If required, shall be provided under Separate Permit.

LEGEND

	EXISTING TO REMAIN		EXISTING TO BE REMOVED		NEW CONSTRUCTION		SURFACE-MOUNTED INCANDESCENT LIGHT FIXTURE AT WALL. PC=PULL CHAIN, LV=LOW VOLTAGE		THERMOSTAT
	ONE-WAY SWITCH		SURFACE-MOUNTED INCANDESCENT LIGHT FIXTURE AT CEILING. PC=PULL CHAIN, LV=LOW VOLTAGE		FLUORESCENT LIGHT FIXTURE		SURFACE-MOUNTED COMPACT FLUORESCENT LIGHT FIXTURE AT WALL. LV=LOW VOLTAGE		DOOR BELL
	TWO-WAY SWITCH		RECESSED INCANDESCENT LIGHT FIXTURE AT CEILING. (H: HEAT LAMP LV: LOW VOLT.)		INCANDESCENT TRACK LIGHT FIXTURE		SURFACE-MOUNTED COMPACT FLUORESCENT LIGHT FIXTURE AT CEILING. LV=LOW VOLTAGE		SECURITY ALARM PANEL BOX
	DIMMER SWITCH		UNDER CABINET FLUOR. LIGHT STRIP		HALOGEN TRACK LIGHT FIXTURE		RECESSED COMPACT FLUORESCENT LIGHT FIXTURE AT CEILING.		IN-SINK TRASH DISPOSAL
	24 HOUR TIMERSWITCH		FLUORESCENT LIGHT FIXTURE		T.V. OUTLET: VIACOM COMPATIBLE CABLE		EXHAUST FAN		GAS METER
	DUPLEX RECEPTACLE 240: 220/240 VOLT WP: WATERPROOF CA: ABOVE COUNTER		INCANDESCENT TRACK LIGHT FIXTURE		SMOKE DETECTOR (AC POWERED W/ BATTERY BACK-UP) PER CBC SEC. 907.2.10		GAS METER		ELECTRIC METER
	FLOOR DUPLEX RECEPT. W/ REMOVABLE FLUSH COVER		FLUORESCENT LIGHT FIXTURE		LIGHTED EXIT SIGN WITH BATTERY BACK-UP PER CBC SEC. 1011		ELECTRIC METER		ELECTRIC WALL HEATER
	FOURPLEX RECEPT.		FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		FLOOR SUPPLY
	DIRECT CONNECTION RECEPTACLE		FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		FLOOR RETURN
	RECEPTACLE STRIP (OUTLETS @ 6" O.C.)		FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		FLOOR SUPPLY
	TELEPHONE RECEPT. (W: WALL MTD.)		FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		CEILING SUPPLY
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		CEILING RETURN
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		WALL/TOE SPACE SUPPLY
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		WALL/TOE SPACE RETURN
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		FLOOR DRAIN
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		ROOF DRAIN
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		HOSE BIB
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		WATER CONNECTION AS REQUIRED
			FLUORESCENT LIGHT FIXTURE				ELECTRIC METER		GAS HOOK-UP



1 SITE PLAN (SEE SHT. A-1.1 FOR ROOF PLAN) 1/20" / FT.

DRAWING INDEX:

- A-0 COVER SHEET & SITE PLAN
- A-1 PROPOSED FLOOR PLANS
- A 1.1 PROPOSED ROOF PLAN
- A-2 BUILDING SECTIONS
- A-3 EXTERIOR ELEVATIONS
- A-4 ACCESSIBILITY DETAILS
- A-4.1 ACCESSIBILITY DETAILS
- T-24 TITLE 24 ENERGY COMPLIANCE

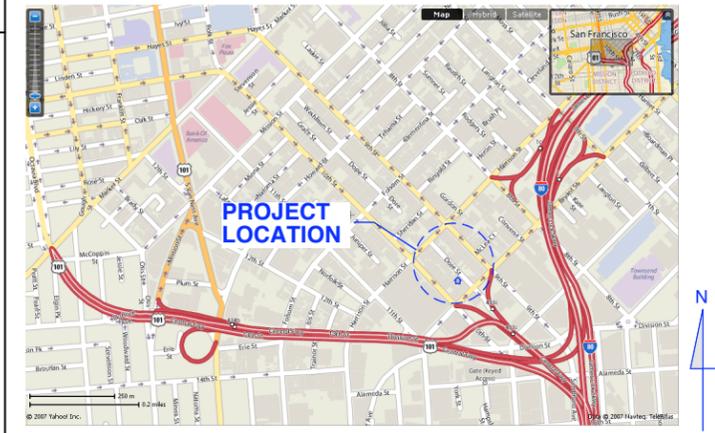
SITE DATA:

ZONING: SOMA, SLI
HEIGHT LIMIT: 40-X
BLOCK: 3525
LOT: 046
LOT SIZE: 23.50' x 85.00'

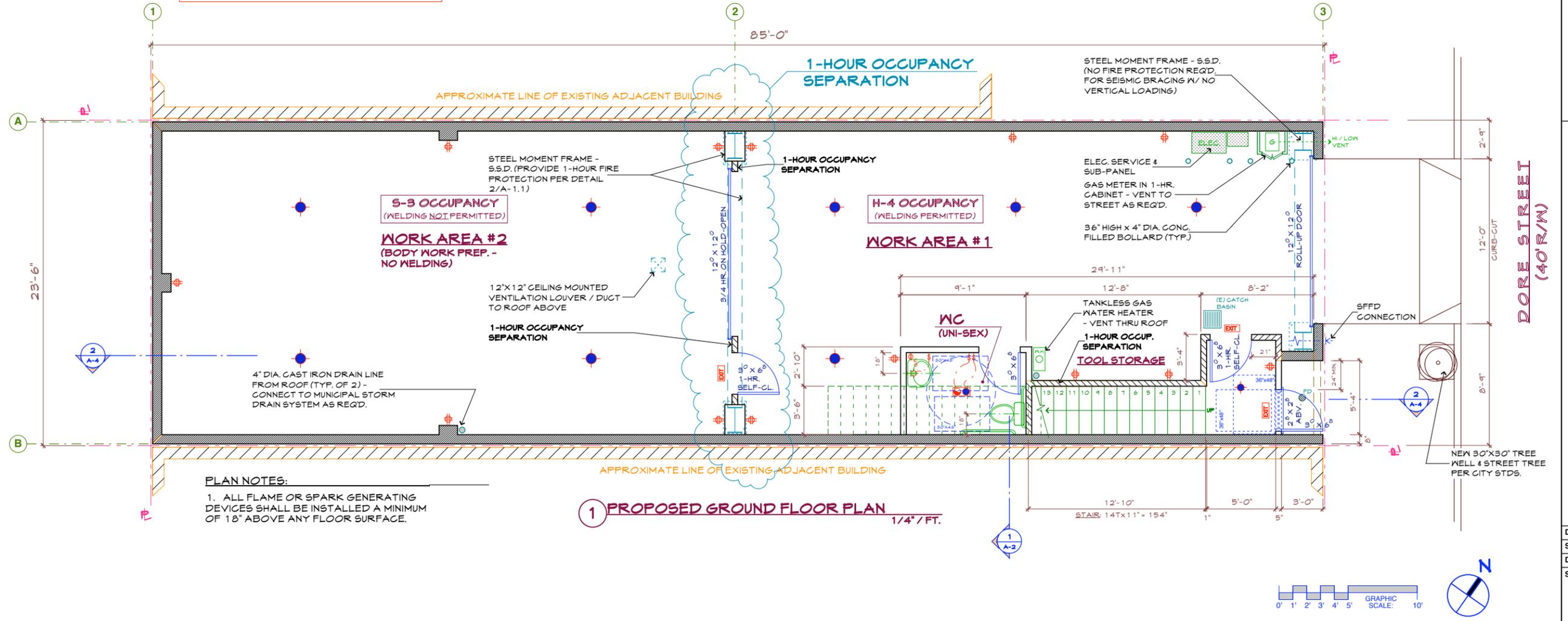
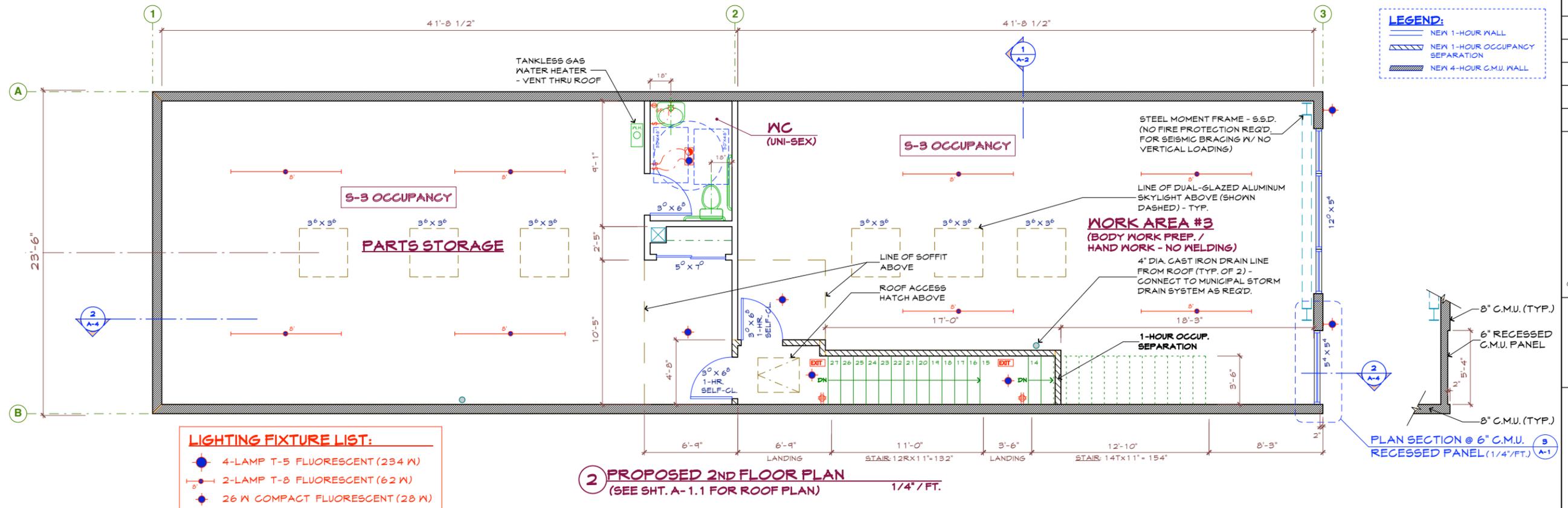
SCOPE OF WORK:

NEW CONSTRUCTION OF 2-STORY AUTOMOBILE REPAIR GARAGE WITH FULL-LOT COVERAGE ON AN EXISTING VACANT LOT.

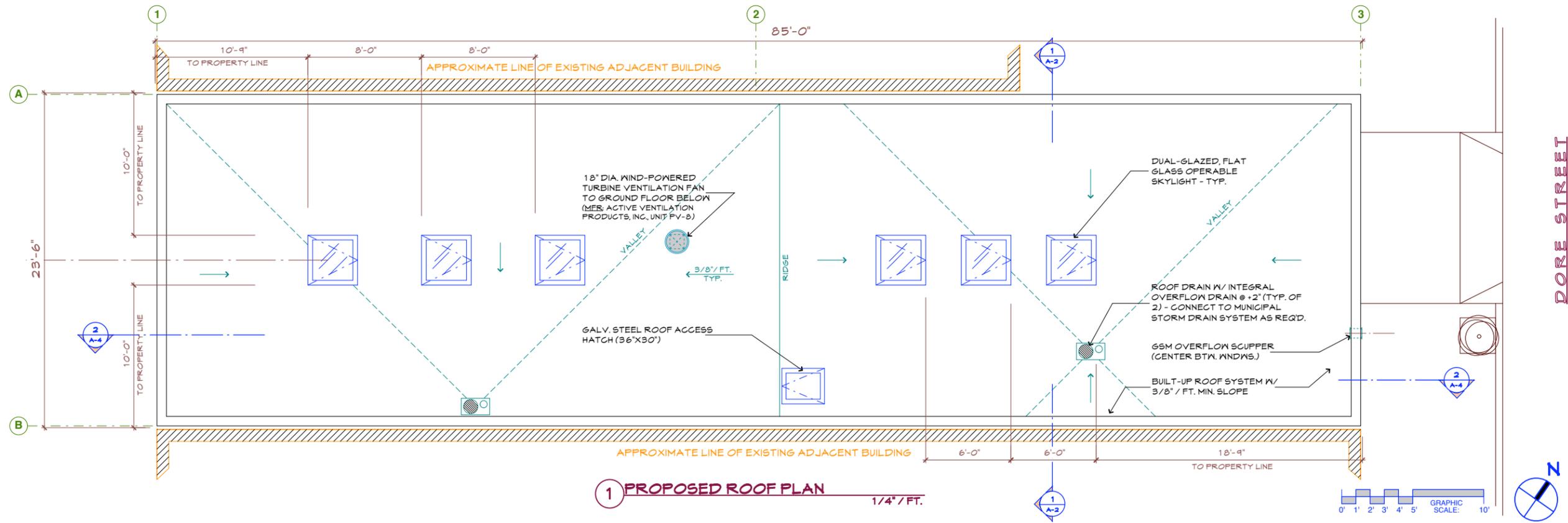
LOCATION MAP



Revisions	By
PRE-APPLIC. NP	01/30/08
ADD. #1 NP	06/26/08
DCP NP	12/03/07
PALTER / DONZELLI DESIGN	
50 HANGCOCK STREET SAN FRANCISCO, CA 94114 (415) 552-0802	
COVER SHEET & SITE / ROOF PLAN	
NEW AUTOMOBILE BODY REPAIR GARAGE	
264 DORE STREET	
SAN FRANCISCO, CA	
BLOCK #3525; LOT #046	
Date:	8/08/07
Scale:	AS NOTED
Drawn:	NP
Sheet:	A-0



Revisions	By
ADD.#1 06/26/08	NP
DCP 12/03/07	NP
PALTER / DONZELLI DESIGN	
50 HANGCOCK STREET SAN FRANCISCO, CA 94114 (415) 552-0802	
PROPOSED GROUND & 2ND FLOOR PLANS	
NEW AUTOMOBILE BODY REPAIR GARAGE 264 DORE STREET SAN FRANCISCO, CA BLOCK #3525; LOT #046	
Date:	8/08/07
Scale:	1/4" / FT.
Drawn:	NP
Sheet:	A-1 2001 CBC



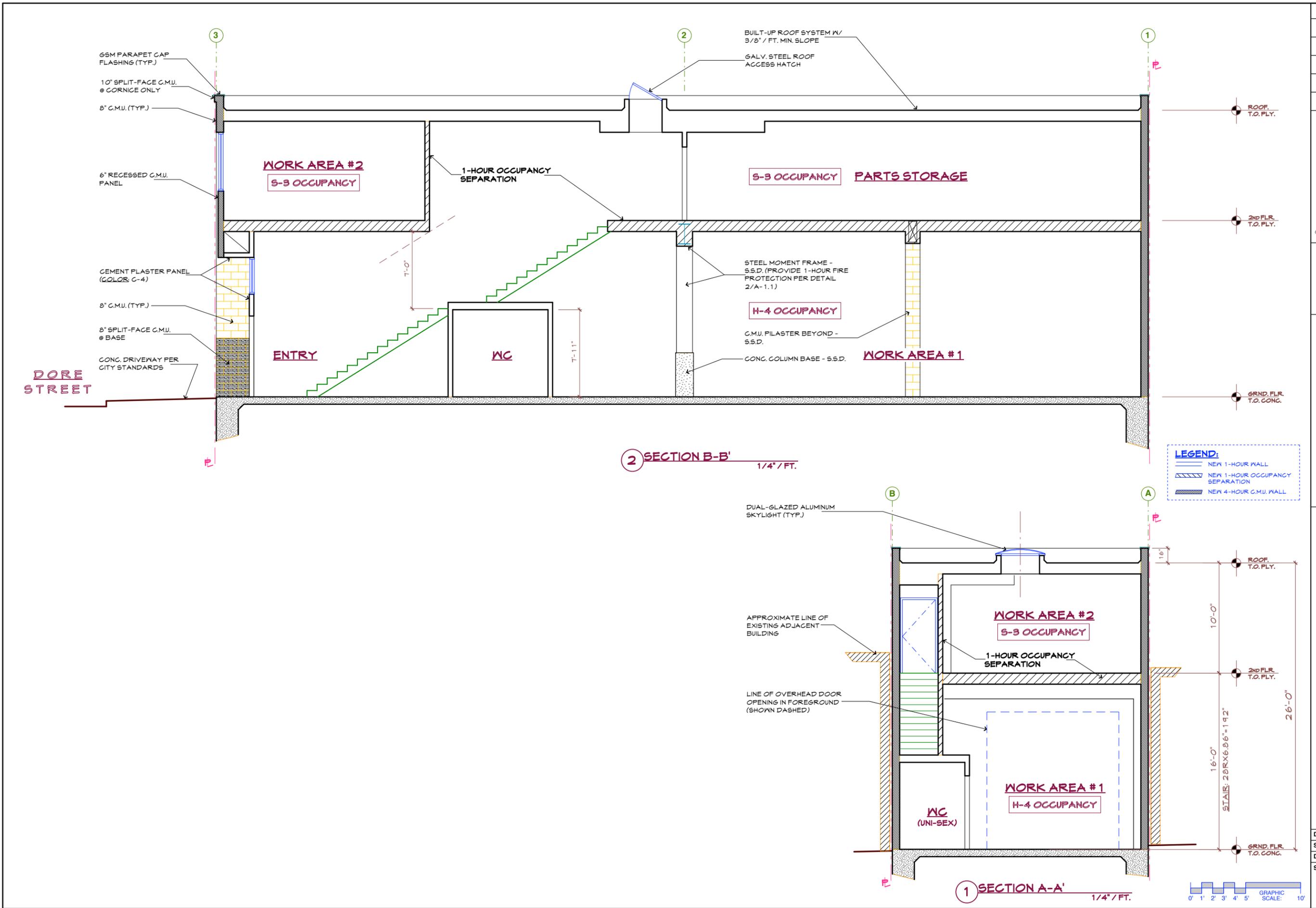
1 PROPOSED ROOF PLAN
1/4" / FT.

BEAMS, GIRDERS, AND TRUSSES, NONCOMBUSTIBLE																										
GA FILE NO. BM 1137	PROPRIETARY	1 HOUR FIRE																								
STEEL FRAME, GYPSUM WALLBOARD																										
<p>Base layer 1/2" proprietary type X gypsum wallboard applied to beam cage with 1" Type S-12 drywall screws 12" o.c. Face layer 1/2" proprietary type X gypsum wallboard applied to beam cage with 1 1/8" Type S-12 drywall screws 12" o.c. Joints offset from base layer joints.</p> <p>Beam cage fabricated from No. 24 gage 7/8" x 1 1/8" steel angles screw attached to steel joists at beam top flange and No. 25 gage 2 1/2" steel runners hooked over beam lower flange and supporting 1 1/8" steel studs 24" o.c. Minimum beam size W8x15. (One hour unrestrained beam.)</p>																										
<p>PROPRIETARY GYPSUM BOARD</p> <table border="0"> <tr> <td>American Gypsum Company</td> <td>-</td> <td>1/2" FIREBLOC TYPE C</td> </tr> <tr> <td>BPB America Inc.</td> <td>-</td> <td>1/2" ProRoc™ Type C Gypsum Panels</td> </tr> <tr> <td>G-P Gypsum</td> <td>-</td> <td>1/2" ToughRock® Fireguard® C</td> </tr> <tr> <td>Lafarge North America Inc.</td> <td>-</td> <td>1/2" Firecheck® Type C</td> </tr> <tr> <td>National Gypsum Company</td> <td>-</td> <td>1/2" Gold Bond® Brand FIRE-SHIELD C™ Gypsum Wallboard</td> </tr> <tr> <td>PABCO Gypsum</td> <td>-</td> <td>1/2" FLAME CURB® Super 'C'</td> </tr> <tr> <td>Temple-Inland Forest Products Corporation</td> <td>-</td> <td>1/2" TG-C</td> </tr> <tr> <td>United States Gypsum Company</td> <td>-</td> <td>1/2" SHEETROCK® Brand Gypsum Panels, FIRECODE® C Core</td> </tr> </table>			American Gypsum Company	-	1/2" FIREBLOC TYPE C	BPB America Inc.	-	1/2" ProRoc™ Type C Gypsum Panels	G-P Gypsum	-	1/2" ToughRock® Fireguard® C	Lafarge North America Inc.	-	1/2" Firecheck® Type C	National Gypsum Company	-	1/2" Gold Bond® Brand FIRE-SHIELD C™ Gypsum Wallboard	PABCO Gypsum	-	1/2" FLAME CURB® Super 'C'	Temple-Inland Forest Products Corporation	-	1/2" TG-C	United States Gypsum Company	-	1/2" SHEETROCK® Brand Gypsum Panels, FIRECODE® C Core
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Temple-Inland Forest Products Corporation	-	1/2" TG-C																								
United States Gypsum Company	-	1/2" SHEETROCK® Brand Gypsum Panels, FIRECODE® C Core																								
Fire Test:		UL R1319-133, 7-16-75; Based on UL R3660-7 & -8, 11-12-87; UL Design L524																								

COLUMNS		
GA FILE NO. CM 1001	GENERIC	1 HOUR FIRE
GYPSUM WALLBOARD, STEEL STUDS		
<p>One layer 1/2" type X gypsum wallboard applied without horizontal joints to 1 1/8" steel studs located at each corner of W10x49 column with 1" Type S drywall screws 24" o.c. Metal cornerbead applied to all corners with 1" Type S drywall screws 12" o.c. in each flange. Joint compound 1/16" thick applied over corner bead.</p>		
Fire Test:		UL NC505, 77NK1747; 6-13-77, UL Design X528

2 STEEL MOMENT FRAME
(1-HOUR FIRE PROTECTION) NO SCALE

Revisions	By
ADD.#1	NP
06/26/08	
DCP	NP
12/03/07	
PALTER / DONZELLI DESIGN	
50 HANGCOCK STREET SAN FRANCISCO, CA 94114 (415) 552-0802	
PROPOSED ROOF PLAN	
NEW AUTOMOBILE BODY REPAIR GARAGE 264 DORE STREET SAN FRANCISCO, CA BLOCK #3525; LOT #046	
Date:	8/08/07
Scale:	1/4" / FT.
Drawn:	NP
Sheet:	A-1.1



Revisions	By
PRE-APPLIC. NP	09/30/08
ADD. #1 NP	06/26/08
DGP NP	12/03/07
FALTER / DONZELLI DESIGN	
50 HANGCOCK STREET SAN FRANCISCO, CA 94114 (415) 552-0802	
BUILDING SECTIONS	
NEW AUTOMOBILE BODY REPAIR GARAGE	
264 DORE STREET SAN FRANCISCO, CA BLOCK #3525; LOT #046	
Date:	8/08/07
Scale:	1/4" / FT.
Drawn:	NP
Sheet:	A-2

