

File No. 141228

Committee Item No. 4
Board Item No. 3

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use & Development

Date Dec. 8, 2014

Board of Supervisors Meeting

Date Dec. 16, 2014

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Andrea Ausberry Date Dec. 4, 2014

Completed by: _____ Date _____

1 [Real Property Conveyance - Land Dedication by Archstone Concourse, LLC - 600-7th Street -
2 Inclusionary Affordable Housing]

3 **Resolution approving and authorizing an agreement for the conveyance of a parcel of**
4 **real estate, consisting of approximately 37,800 square feet (approximately 0.87 acre) of**
5 **land, within Block No. 3783 in San Francisco County to the Mayor's Office of Housing**
6 **and Community Development pursuant to the land dedication process permitted under**
7 **Planning Code, Section 419; adopting findings under the California Environmental**
8 **Quality Act; adopting findings that the conveyance is consistent with the City's General**
9 **Plan, and the eight priority policies of City Planning Code, Section 101.1; and**
10 **authorizing the Director of Property to execute documents, make certain modifications**
11 **and take certain actions in furtherance of this Resolution as defined herein.**

12
13 WHEREAS, Archstone Concourse, LLC, a Delaware limited liability company
14 ("Developer") is the owner of 801 Brannan Street, San Francisco, on which Developer intends
15 to develop a new six-story building consisting of approximately 432 dwelling units,
16 approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces (the
17 "Principal Site"); and

18 WHEREAS, Developer is also the owner of 1 Henry Adams Street, San Francisco, on
19 which Developer intends to develop two new six-story buildings consisting of approximately
20 239 dwelling units, 13,138 square feet of ground floor retail, and parking for up to 164 spaces
21 (the "1HA Site"); and

22 WHEREAS, Developer is subdividing the Principal Site to create a separate legal
23 parcel consisting of approximately 37,800 square feet (approximately 0.87 acre) of land,
24 located at 600 7th Street, San Francisco (the "Property"); and

1 WHEREAS, Developer has elected to satisfy the Inclusionary Affordable Housing
2 Program requirements under Planning Code, Section 415 for the 1HA Site and the
3 requirements for a portion of the Principal Site by dedicating the Property to the City pursuant
4 to Planning Code, Section 419; and

5 WHEREAS, The potential environmental effects of the land dedication of the Property
6 were fully analyzed in the Final Environmental Impact Report, 801 Brannan and One Henry
7 Adams Streets Projects, Case No. 2000.618E, which was certified by Planning Commission
8 Motion No. 18792, dated January 24, 2013, (the "FEIR"), a copy of which is on file with the
9 Clerk of the Board of Supervisors under File No. 141228 and incorporated herein by
10 reference; and

11 WHEREAS, The land dedication of the Property was included in the Large Project
12 Authorization approvals and California Environmental Quality Act (CEQA) findings for the
13 Principal Site and 1HA Site, which were considered and approved by Planning Commission
14 Motions No. 18793 and 18794 dated January 24, 2013, copies of which are on file with the
15 Clerk of the Board of Supervisors under File No. 141228 and incorporated herein by reference
16 ("Planning Approvals"); and

17 WHEREAS, As a condition to the approval of the land dedication of the Property, and
18 as further described in the Planning Approvals, the Mayor's Office of Housing and Community
19 Development (MOHCD) determined that the Property is suitable for development of
20 approximately 150 affordable housing dwelling units as required under Planning Code,
21 Sections 419.5(2) and 419.6; and

22 WHEREAS, The terms and conditions of the conveyance of the Property to the City
23 have been negotiated, as further outlined in the Agreement of Purchase and Sale for Real
24 Estate by and between the Developer and City (the "Agreement"), a copy of which is on file
25 with the Clerk of the Board of Supervisors under File No. 141228 and is incorporated herein

1 by reference, pursuant to which Developer shall convey the fee title of the Property to City;
2 and

3 WHEREAS, The Property was appraised by a third party appraiser as having a fair
4 market value of \$24,750,000, and said appraisal was reviewed and approved by the City's
5 Director of Property; and

6 WHEREAS, The results of preliminary environmental testing on the Property
7 discovered concentrations of toxic substances in the soil exceeding State of California waste
8 criteria; and

9 WHEREAS, The Agreement provides for the Developer to: 1) demolish and remove the
10 existing improvements (visible and latent) on the Property; 2) perform remediation in
11 conformance with the Site Mitigation Plan prepared by Langan, Treadwell and Rollo dated
12 March 26, 2014, and submitted to the San Francisco Department of Public Health, a copy of
13 which is on file with the Clerk of the Board of Supervisors under File No. 141228 and is
14 incorporated herein by this reference, all at Developer's sole expense (the "Remediation
15 Work"); and 3) to purchase and maintain, at its sole cost and expense, a pollution insurance
16 policy for the Property that covers the Remediation Work; and

17 WHEREAS, The Planning Approvals determined that the development of the Principal
18 Site and 1HA Site and the land dedication of the Property are consistent with the City's
19 General Plan, and with the eight priority policies of City Planning Code, Section 101.1, now,
20 therefore, be it

21 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
22 hereby adopts the findings contained in the FEIR and Planning Approvals regarding CEQA,
23 and hereby incorporates such findings by reference as though fully set forth in this Resolution;
24 and, be it
25

1 FURTHER RESOLVED, That the Board of Supervisors of the City and County of San
2 Francisco hereby finds that the conveyance of the Property is consistent with the General
3 Plan, and with the eight priority policies of City Planning Code, Section 101.1 for the same
4 reasons as set forth in the Planning Approvals, and hereby incorporates such findings by
5 reference as though fully set forth in this Resolution; and, be it

6 FURTHER RESOLVED, That in accordance with the recommendation of the Director
7 of MOHCD and Director of Property, the Board of Supervisors hereby approves the
8 conveyance of the Property to the City and the transaction contemplated thereby in
9 substantially the form of the Agreement presented to the Board, and authorizes the Director of
10 Property to execute the Agreement; and, be it

11 FURTHER RESOLVED, That all actions heretofore taken by any employee or official of
12 the City with respect to this conveyance are hereby approved, confirmed and ratified; and, be
13 it

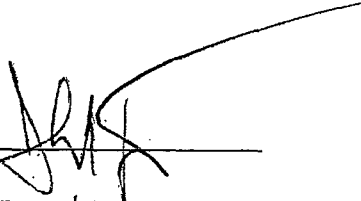
14 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
15 Property to enter into any amendments or modifications to the Agreement (including, without
16 limitation, the attached exhibits) that the Director of Property determines, in consultation with
17 the City Attorney and Director of MOHCD, are in the best interest of the City, do not otherwise
18 materially increase the obligations or liabilities of the City, are necessary or advisable to
19 effectuate the purposes of the Agreement and are in compliance with all applicable laws,
20 including City's Charter; and, be it

21 FURTHER RESOLVED, That the Director of Property is hereby authorized, in the
22 name and on behalf of the City and County, to accept the deed to the Property from the
23 Developer upon the closing in accordance with the terms and conditions of the Agreement,
24 and to take any and all steps as the Director of Property deems necessary or appropriate in
25 order to consummate the conveyance of the Property pursuant to the Agreement, or to

1 otherwise effectuate the purpose and intent of this Resolution, such determination to be
2 conclusively evidenced by the execution and delivery by the Director of Property of any such
3 documents.


4 RECOMMENDED:

5 REAL ESTATE DIVISION

6
7
8 
9 _____
10 John Updike
11 Director of Property

12 RECOMMENDED:

13 MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

14 
15 _____
16 Olson Lee
17 Director

EXECUTION VERSION

AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE

by and between

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company,
as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,
as Buyer

For the purchase and sale of

600th 7th Street
San Francisco, California

November 21, 2014

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- EXHIBIT B - Grant Deed
- EXHIBIT C - Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)
- EXHIBIT D - Designation Agreement
- EXHIBIT E - Restrictive Covenant
- EXHIBIT F - Remediation Documents

- SCHEDULE 1 - Due Diligence Documents
- SCHEDULE 2 - Environmental Disclosures

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AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE
(600 7th Street, San Francisco)

THIS AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE (this "Agreement") dated for reference purposes only as of November 21, 2014 is by and between ARCHSTONE CONCOURSE LLC, a Delaware limited liability company ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

RECITALS

This Agreement is made with reference to the following:

A. Seller is the owner of a residential and mixed-use project located at 801 Brannan Street in San Francisco (the "Principal Site").

B. On January 24, 2013, pursuant to Planning Commission Motion No. 18793, the San Francisco Planning Commission approved Seller's development application for construction of a new six-story building consisting of approximately 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces at 801 Brannan Street (the "Principal Project"). On January 24, 2013, pursuant to Planning Commission Motion No. 18794, the San Francisco Planning Commission approved construction by an affiliate of Seller of two new six-story buildings consisting of approximately 239 dwelling units, 13,138 square feet of ground floor retail, and parking for up to 164 spaces at 1 Henry Adams Street (the "1HA Project"). Planning Commission Motion Nos. 18793 and 18794 are collectively referred to herein as the "Planning Approvals."

C. The San Francisco Planning Code ("Planning Code") requires market rate residential projects to comply with certain Residential Inclusionary Housing rules designed to create affordable housing in San Francisco ("Affordability Requirement"). Seller desires to satisfy the Affordability Requirement for the 1HA Project and a portion of the Affordability Requirement for the Principal Project through a land dedication pursuant to Planning Code Section 419.6 and 419.5(a)(2)(A)-(J) ("Land Dedication Option").

D. Seller and City are entering into this Agreement in order to facilitate satisfaction of the Affordability Requirement for the 1HA Project and a portion of the Principal Project under the Land Dedication Option through a transfer to City of the Property (as defined below).

E. By letter dated January 8, 2013 from the Mayor's Office of Housing and Community Development ("MOHCD"), the City verified the Property as acceptable for dedication pursuant to the Land Dedication Option described above, subject to satisfaction of certain conditions set forth therein.

IN CONSIDERATION of the payment of the non-refundable sum of One Dollar (\$1.00) by City, the receipt of which is hereby acknowledged by Seller, and the respective agreements contained hereinbelow, Seller and City agree as follows:

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1. PURCHASE AND SALE

1.1 Property Included in Sale

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the terms, covenants and conditions hereinafter set forth, the following:

(a) the real property consisting of approximately 37,800 square feet (approximately 0.87 acre) of land, located in the City and County of San Francisco, commonly known as 600 7th Street and more particularly described in Exhibit A attached hereto (the "Land");

(b) all improvements and fixtures located on the Land as of the Closing Date as hereinafter defined), if any (collectively, the "Improvements"); and

(c) any and all rights, privileges, and easements incidental or appurtenant to the Land or Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Land, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land or Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land or Improvements (collectively, the "Appurtenances").

All of the items referred to in Subsections (a), (b) and (c) above are collectively referred to as the "Property." Seller and City hereby acknowledge and agree that the legal description for the Land attached hereto as Exhibit A may be adjusted prior to the Closing Date as necessary to conform to the legal description for the Land approved per the Final Subdivision (as hereinafter defined).

1.2 Seller's Rights to the Property

Seller and City hereby acknowledge that this Agreement is entered into for the purpose of satisfying the Affordability Requirements for the 1HA Project and a portion of the Affordability Requirements for the Principal Project through exercise by Seller and Seller's affiliate of the Land Dedication Option. However, nothing in this Agreement is intended to compel Seller to pursue the Land Dedication Option in order to satisfy a portion of the Affordability Requirement for the Principal Project or to compel Seller's affiliate to pursue the Land Dedication Option in order to satisfy the Affordability Requirement for the 1HA Project, and if for any reason Seller, in its sole discretion, elects to terminate this Agreement or the Closing under this Agreement does not occur, Seller and its affiliate may, nonetheless, satisfy said portion or entirety of the Affordability Requirement through the alternative options more specifically set forth in the Planning Approvals.

2. PURCHASE PRICE

2.1 Purchase Price

The total purchase price for the Property is One Dollar (\$1.00) (the "Purchase Price").

2.2 Payment

On the Closing Date (as defined herein), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 7 [Expenses and Taxes], and reduced by any credits due City hereunder.

2.3 Funds

All payments made by any party hereto shall be in legal tender of the United States of America, paid by City controller's warrant or in cash or by wire transfer of immediately available funds to Title Company (as defined below), as escrow agent.

3. TITLE TO THE PROPERTY

3.1 Conveyance of Title to the Property

At the Closing, Seller shall convey to City marketable and insurable fee simple title to the Land, the Improvements and the Appurtenances, by duly executed and acknowledged grant deed in the form attached hereto as Exhibit B (the "Deed"), subject to the Accepted Conditions of Title (as defined in Section 3.2).

3.2 Title Insurance

Seller has heretofore delivered to City a current commitment (the "Title Commitment") for an ALTA extended coverage Owner's Title Insurance Policy (the "Title Policy") in accordance with the preceding Section 3.1 in the amount of \$24,750,000.00, issued by First American Title Insurance Company (the "Title Company"), insuring fee simple title to the Land and the Improvements, in City free of the liens of any and all deeds of trust, mortgages, financing statements, creditors' claims, and all other exceptions, liens and encumbrances except solely for the following (such exceptions approved by City are collectively referred to herein as the "Accepted Conditions of Title"): (i) the lien of real property taxes, not yet due or payable, provided City shall be shown as exempt from such taxes in the Title Policy, and (ii) all New Title Exceptions (as hereinafter defined). The Title Policy shall provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair or alteration of any of the Property (provided that at Seller's cost and expense, Seller may bond around any such matters to Title Company's reasonable satisfaction or cause Title Company to endorse over such matter to City's reasonable satisfaction upon which, such matter shall be deemed cured), shall not contain any exclusion from coverage for creditor's rights or bankruptcy, and shall contain an affirmative endorsement that there are no violations of restrictive covenants, if any, affecting the Property and such other special endorsements as City may reasonably request. The Title Policy shall also provide for reinsurance with direct access with such companies and in such amounts as City may reasonably request.

If, prior to Closing, an update of the Title Commitment discloses any materially adverse matter not set forth on the original Title Commitment, then no later than ten (10) business days prior to the Closing Date, City shall have the right to object to any such matter by written notice to Seller (each, a "New Title Objection") and Seller shall have ten (10) business days after receipt of City's notice to cure or attempt to cure such New Title Objection and the Closing Date shall be extended to allow for the stated time period to run; provided, however, notwithstanding the foregoing, Seller shall have no obligation whatsoever to cure or attempt to

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cure any New Title Objection except that Seller shall be obligated, at Closing, to cause Title Company to remove any and all deeds of trust, mortgages and other monetary liens and encumbrances (provided that, at Seller's cost and expense, Seller may bond around any New Title Objection to Title Company's reasonable satisfaction or cause Title Company to endorse over such matter to City's reasonable satisfaction upon which, such matter shall be deemed cured). If a New Title Objection is not cured by Seller prior to the Closing Date, City shall, as its sole and exclusive remedy, waiving all other remedies, either: (x) terminate this Agreement upon written notice thereof to Seller, at which time the parties shall have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement); or (y) waive the uncured New Title Objection by proceeding to Closing and thereby be deemed to have approved the title as shown in the original Title Commitment as updated and such uncured New Title Objection shall become an "Accepted Condition of Title".

3.3 Survey

No later than sixty (60) days prior to the Closing Date, Seller shall deliver to City an ALTA Survey of the Land (the "Survey"). By written notice to Seller, City shall have thirty (30) days following City's receipt of the Survey to object to any matter contained therein (each, a "Survey Objection"). If City provides a timely Survey Objection, Seller shall work in good faith to cure such Survey Objection as soon as reasonably practicable thereafter and the Closing shall be extended accordingly to allow for such cure.

4. INTENTIONALLY OMITTED

5. ENTRY AND CONDITIONS TO CLOSING

At all times prior to the Closing Date, Seller shall afford City and its Agents (as defined in Section 11.8 below) reasonable access to the Property for the purposes of satisfying City with respect to the representations, warranties and covenants of Seller contained herein and the satisfaction of the Buyer's Conditions Precedent (as defined in Section 5.1 below). No inspection shall be undertaken without reasonable prior notice to Seller. Seller shall have the right to be present at any or all inspections. No inspection shall involve the taking of samples or other physically invasive procedures without the prior written consent of Seller in its sole but reasonable discretion including, without limitation, the drilling of test wells and the taking of soil borings. City hereby agrees to indemnify, defend (with counsel acceptable to Seller) and hold Seller, ERP Operating Limited Partnership, Equity Residential, ERP Holding Co., Inc., Equity Residential Management, L.L.C., and each of their respective past, present and future affiliates harmless from and against any losses, claims and damages or injury to persons or property caused by the negligence or willful misconduct of City's or its Agents' access and entry onto the Property prior to the Closing (excluding, however, the extent to which such damage or injury is caused by the acts or omissions of Seller or its Agents). The foregoing Indemnity shall exclude any claims resulting from the discovery or non-negligent aggravation by City or its Agents of a pre-existing environmental condition (other than the Disclosed Environmental Condition, as hereinafter defined) located on, in, under or about the Property. In the event this Agreement is terminated for any reason, City shall restore the Property to substantially the condition it was found prior to City's or its Agents' entry thereon subject to applicable laws but only to the extent such restoration is not caused or impeded by Seller's default hereunder. This indemnity shall survive the termination of this Agreement or the Closing; provided, however, Seller must give

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notice of any claim Seller may have against City under the foregoing indemnity (i) within one (1) year of Closing or earlier termination of this Agreement, as applicable, if the claim is brought by a third party against Seller, or (ii) within six (6) months of Closing or earlier termination of this Agreement, as applicable, if the claim is brought by Seller against City.

5.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Property (collectively, "**Buyer's Condition(s) Precedent**"):

(a) Seller shall not be in material default in the performance of any covenant or agreement to be performed by Seller under this Agreement, and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date. At the Closing, Seller shall deliver to City a certificate certifying that Seller's representations and warranties contained in Section 8.1 below are deemed updated and remade as if made on the Closing Date.

(b) Subject to Seller's obligation to demolish the existing improvements and complete the Remediation Work, as described in Subsection 5.1(c) below, the physical condition of the Property shall be substantially the same on the Closing Date as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty and condemnation excepted, and, as of the Closing Date, there shall be no litigation or administrative agency or other governmental proceeding pending, which after the Closing would materially adversely affect the value of the Property or the ability of City to operate the Property for its intended use, and no proceedings shall be pending which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any of the Property.

(c) Seller shall, at Seller's sole cost and expense and in accordance with the terms and conditions set forth in those certain documents listed on Exhibit F attached hereto (collectively, the "**Remediation Documents**"), demolish the existing improvements on the Property, remove the railroad platforms and other concealed conditions and complete the remediation of the contaminated soils currently on the Property (the "**Disclosed Environmental Condition**"). Seller shall perform such demolition, removal and remediation (collectively, the "**Remediation Work**") in accordance with all applicable federal, state and local laws, including, but not limited to, all Environmental Laws (as defined in Subsection 8.1(i) below), and shall, on a monthly basis, keep City apprised of the progress of the Remediation Work. Upon completion of the Remediation Work, Seller shall notify City, and City and its Agents shall inspect the Property and the Remediation Work. The Buyer's Condition Precedent set forth in this Subsection 5.1(c) shall be deemed satisfied only upon the written confirmation to Seller by the Department of Real Estate for the City (which confirmation shall not be unreasonably conditioned, withheld or delayed) that the Remediation Work has been completed in accordance with the terms and conditions set forth in the Remediation Documents (the "**City Confirmation**"); provided, however, although not required to consummate the transaction contemplated by this Agreement, the City Confirmation shall not be deemed to constitute the approval of any other governmental or regulatory authority (other than City and MOHCD) with jurisdiction over the Property. City hereby

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acknowledges and expressly agrees that the City Confirmation shall be deemed to constitute City's acceptance of the Remediation Work. As such, City hereby acknowledges and agrees that following Closing, Seller shall not at any time thereafter have any obligation or responsibility whatsoever with respect to the Remediation Work. Without limitation to the provisions of Section 11.20 hereof, City hereby further agrees that upon Closing, City shall be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, to waive, relinquish and release and forever discharge Seller, ERP Operating Limited Partnership, Equity Residential, ERP Holding Co., Inc., Equity Residential Management L.L.C. and each of their respective past, present and future affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' reasonable fees) of any kind or character, known or unknown, by reason of or arising out of the Remediation Work and the Disclosed Environmental Condition, without any regard whatsoever as to whether or not any such loss, damage, liability, cost or expense is covered by the Pollution Policy, it being expressly understood by the parties hereto that the Pollution Policy (as defined in Section 9.2 below) including, without limitation, the terms and adequacy of the coverage thereof with regard to the Disclosed Environmental Condition, were mutually agreed to by the parties hereto and expressly approved by City. The provisions of this Subsection 5.1(c) shall survive Closing.

(d) Seller shall, at Seller's sole cost and expense, install curb and gutter for the Property and bury the overhead utility lines located thereon (the "Site Improvements").

(e) Title Company shall be committed at the Closing to issue to City the Title Policy as provided in Section 3.2.

(f) The City's Mayor and the Board of Supervisors, in the respective sole discretion of each, shall have enacted a resolution approving, adopting and authorizing this Agreement and the transaction contemplated hereby ("City Resolution").

(g) Seller shall have delivered the items described in Section 6.3 and Section 6.5 below on or before the Closing.

(h) The following must occur with respect to the creation of the Land as a separate legal parcel: (i) Seller must complete the subdivision of the Principal Site to create the Land as a separate legal parcel and cause the final parcel map to be recorded (collectively, the "Final Subdivision"); and (ii) City must approve of the Survey, pursuant to the terms of Section 3.3 above.

(i) Seller shall have obtained the Pollution Policy.

(j) Seller shall have delivered to City (i) the Joint Trench plans showing the location of the electrical, gas, phone and cable runs as well as any conduits, and (ii) the Final Electrical/ Gas Site Plan showing the type and location of the building transformers and meters for the Principal Project.

The Buyer's Conditions Precedent contained in the foregoing Subsections (a) through (j) are solely for the benefit of City. If any Buyer's Condition Precedent is not satisfied, City shall have the right in its sole discretion either to waive in writing the Buyer's Condition

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Precedent in question (other than the Buyer's Condition Precedent set forth in Subsection 5.1(f) above which cannot be waived by City) and proceed with the purchase (in which event City shall be deemed to have waived such uncured Buyer's Condition Precedent) or, in the alternative, terminate this Agreement, in which event, the parties shall have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement). The waiver of any Buyer's Condition Precedent shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller set forth herein. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Buyer's Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Buyer's Conditions Precedent have not been satisfied; provided, however, if such extension exceeds one hundred eighty (180) days, Seller shall have the right to terminate this Agreement at which time no party shall have any further rights, liabilities, or obligations hereunder (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement).

In the event the sale of the Property is not consummated because of a default under this Agreement on the part of Seller, or if a Buyer's Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some intentional act or negligent omission (a "Seller Failure"), City may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City its documented out-of-pocket third party expenses not to exceed the sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) for legal and inspection fees incurred by City and any other expenses incurred by City in connection with the performance of its due diligence review of the Property, and no party shall have any further rights or obligations hereunder (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement), or (2) upon notice to Seller prior to the earlier of ten (10) days after City becomes aware of a Seller Failure and Closing, and provided an action is filed within thirty (30) days thereafter, City may seek specific performance of this Agreement, but not damages. City's failure to seek specific performance as aforesaid shall constitute its election to proceed under clause (1) above.

5.2 Cooperation with City

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Buyer's Conditions Precedent including, without limitation, execution of any documents, applications or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Buyer's Condition Precedent. Seller hereby irrevocably authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations.

5.3 Seller's Conditions to Closing

The following are conditions precedent to Seller's obligation to sell the Property (collectively, "Seller's Condition(s) Precedent"):

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(a) Seller, in Seller's sole discretion, shall have elected to satisfy the Affordability Requirement for the 1HA Project and to satisfy a portion of the Affordability Requirement for the Principal Project by conveying the Property to the City pursuant to the Land Dedication Option.

(b) The City's Mayor and the Board of Supervisors shall have enacted the City Resolution.

(c) On or before the Closing Date, the Final Subdivision shall be completed.

(d) City shall not be in default in the performance of any covenant or agreement to be performed by City under this Agreement and all of City's representations and warranties contained in or made pursuant to this Agreement shall be updated and remade as if made on the Closing Date.

(e) Seller shall have received from the Board of Trustees of Equity Residential (or its executive committee, as the case may be), on or prior to February 18, 2015 (the "Seller's Board Approval Period"), approval to consummate the transaction described in this Agreement on the terms and conditions set forth herein. In the event Seller does not receive the aforementioned approval and so notifies City in writing prior to the expiration of the Seller's Board Approval Period, this Agreement shall terminate and no party shall have any further rights or obligations hereunder (except those which expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement). Seller's failure to terminate this Agreement prior to the expiration of the Seller's Board Approval Period shall be conclusively deemed a waiver by Seller of its right to terminate contained in this Subsection 5.3(e).

The Seller's Conditions Precedent contained in the foregoing Subsections 5.1(a) through (e) are solely for the benefit of Seller. If any Seller's Condition Precedent is not satisfied, Seller shall have the right in its sole discretion either to waive in writing the Seller's Condition Precedent in question and proceed with the sale (in which event Seller shall be deemed to have waived such uncured Seller's Condition Precedent) or, in the alternative, terminate this Agreement, in which event, the parties shall have no further rights, liabilities or obligations under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement).

In the event the sale of the Property is not consummated because of a default under this Agreement on the part of City, or if a Seller's Condition Precedent cannot be fulfilled because City frustrated such fulfillment by some intentional act or negligent omission (a "City Failure"), Seller may, at its sole election, terminate this Agreement by delivery of notice of termination to City, and no party shall have any further rights or obligations under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement).

6. ESCROW AND CLOSING

6.1 Opening of Escrow

On or before the Effective Date (as defined in Article 11 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and City each hereby agree to submit such additional or supplementary instructions as each party may deem appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions submitted by a party hereto, the terms of this Agreement shall control.

6.2 Closing Date

The consummation of the purchase and sale contemplated hereby (the "**Closing**") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the San Francisco, California office of Title Company, on the date that is thirty (30) days after the date all of Buyer's Conditions Precedent and all of Seller's Conditions Precedent have been satisfied or waived, or on such earlier date as City and Seller may mutually agree in writing, subject to the provisions of Article 5 [Entry and Conditions to Closing], but in no event shall the Closing occur later than December 31, 2017 (the "**Closing Date**"). The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, limit the provisions hereof or otherwise relieve either party hereto of any liability it may have under the terms of this Agreement.

6.3 Seller's Delivery of Documents and Funds

At or before the Closing, Seller shall deliver to City through escrow, the following:

- (a) a duly executed and acknowledged Deed;
- (b) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit C, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code;
- (c) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation or other evidence satisfactory to City that Seller has satisfied the requirements of Section 18662 of the State Tax Code;
- (d) such resolutions, authorizations, or other partnership documents or agreements relating to Seller and its partners as City or the Title Company may

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reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;

(e) closing statement of prorations and adjustments as may be required by this Agreement, prepared by Seller and submitted to City at least three (3) business days prior to the Closing Date, in content satisfactory to City and Seller ("Closing Statement");

(f) a duly executed certificate updating Seller's representations and warranties set forth in Section 8.1 below;

(g) originals of the Due Diligence Documents (as defined in Subsection 8.1(b) below), all to the extent such original documents exist and are either in the possession or control of Seller, or any affiliate of Seller, or may be obtained by Seller, or any affiliate of Seller, through the exercise of commercially reasonable efforts;

(h) evidence of the full force and effect of the Pollution Policy; and

(i) the Restrictive Covenant, in substantial form and substance attached hereto as Exhibit E (the "Restrictive Covenant"), which Seller shall cause to be recorded at Closing against the real property underlying the Principal Project and the 1HA Project.

The above items listed in Subsections 6.3(a) through (i) are herein collectively, referred to as the "Seller's Closing Documents".

6.4 City's Delivery of Documents and Funds

At or before the Closing, City shall deliver to Seller through escrow the following:

(a) an acceptance of the Deed executed by City's Director of Property;

(b) the Purchase Price, as provided in Article 2 [Purchase Price] hereof;

(c) a counterpart of the Closing Statement; and

(d) a duly executed certificate updating City's representations and warranties set forth in Section 8.3 below.

6.5 Other Documents

Seller and City shall each deposit such other instruments as are reasonably required by Title Company as escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the "Designation Agreement") designating Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder, and executed by Seller, City and Title Company. The Designation Agreement shall be substantially in the form attached hereto as Exhibit D and,

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in any event, shall comply with the requirements of Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder.

7. EXPENSES AND TAXES

7.1 Apportionments

If applicable to the transaction contemplated by this Agreement, the following are to be apportioned as of the Closing Date.

(a) **Utility Charges.** Seller shall cause all the utility meters, if any, to be read on the Closing Date, and shall be responsible for the cost of all utilities used prior to the Closing Date. All utility deposits paid by Seller, if any, shall remain the property of Seller and City shall reasonably cooperate to cause such deposits to be returned to Seller to the extent Seller is entitled thereto.

(b) **Other Apportionments.** Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal Property operation and maintenance expenses and other recurring costs:

7.2 Closing Costs

Seller shall pay the cost of the Survey, the premium for the Title Policy and the cost of the endorsements thereto, and escrow and recording fees. Seller shall pay the cost of any transfer taxes applicable to the sale. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section 7.2 or elsewhere in this Agreement shall be borne by Seller.

7.3 Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to year of Closing and all prior years shall be prorated through escrow by Seller and City as of the Closing Date on the basis of the most recent available tax bill. At or before the Closing, Seller shall pay the full amount of any special assessments due and owing against the Property including, without limitation, interest payable thereon, applicable to the period prior the Closing Date.

7.4 Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then such prorations shall be calculated as soon as reasonably practicable after the Closing. Either party hereto owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party.

7.5 Survival

The provisions of this Article 7 [Expenses and Taxes] shall survive the Closing.

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8. COVENANTS, REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Seller

Seller represents and warrants to and covenants with City as follows:

(a) To Seller's knowledge, Seller has received no written notice from any governmental authority of a violation of any law, rule or regulation applicable to the Property that has not been corrected prior to the date hereof.

(b) In connection with City's investigation of the Property, Seller heretofore made available to City the documents listed on Schedule 1 attached hereto (collectively, the "Due Diligence Documents"). To Seller's knowledge, the Due Diligence Documents are true, correct and complete copies of such documents.

(c) Seller has not received written notice of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency having jurisdiction over the Property other than City and MOHCD, which could detrimentally affect the use, operation or value of the Property.

(d) Water, sewer, gas, electric, telephone and drainage facilities and all other utilities required for the use and operation of the Property at the time of Closing, shall be installed to the property lines of the Property and, at the time of Closing, will be adequate to service the Property.

(e) To Seller's knowledge, there are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property and, subject to all recorded title exception documents, to Seller's knowledge, there are no easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the Property to gain access to other real property. To Seller's knowledge, there are no disputes with regard to the location of any fence or other monument of the Property's boundary nor any claims or actions involving the location of any fence or boundary.

(f) There is no litigation pending against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property or the ability of Seller to perform its obligations under this Agreement.

(g) Seller is the legal and equitable owner of the Property, with full right to convey the same, and without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

(h) Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the State of Delaware. Subject to Subsection 5.3(e), this Agreement and all documents executed by Seller which are to be delivered to City at the Closing are, or at the Closing will be, duly authorized, executed and delivered by Seller, are, or at the Closing will be, legal, valid and binding obligations of Seller, enforceable against Seller in accordance

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with their respective terms, are, and at the Closing will be, sufficient to convey good and marketable title (if they purport to do so), and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(i) Seller represents and warrants to City that it has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Seller has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by City. Upon any such suspension, debarment, discipline or prohibition, City may, in its sole discretion, elect to terminate this Agreement upon written notice thereof to Seller, at which time the parties shall have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement).

(j) Except as identified and described in those certain documents and reports described in Schedule 2 hereto (collectively, the "Environmental Disclosures"), Seller has not received from any governmental authority written notice (i) that the Property is in violation of any Environmental Laws, (ii) that the Property has ever been used in any manner for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, or (iii) that there is a pending inquiry by a governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other property. As used herein the following terms shall have the meanings below:

a. "Environmental Laws" shall mean any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Property, including, without limitation, soil, air and groundwater conditions.

b. "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of the improvements or are naturally occurring substances on or about the Property; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and "source,"

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"special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

(k) Upon Closing, there shall be no leases or other occupancy agreements affecting any of the Property.

(l) Upon Closing, there will be no outstanding written or oral contracts made by Seller with respect to the Improvements that shall not be paid for by Seller in the ordinary course of Seller's business; provided, however, Seller shall cause to be discharged all mechanics' or materialmen's liens arising from the Remediation Work, Site Improvements and from any other labor or materials furnished to the Property prior to the time of Closing. There are no obligations in connection with the Property which will be binding upon City after Closing (other than matters which may become Accepted Condition of Title pursuant to the terms of Section 3 above).

(m) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

8.2 Seller's Knowledge

When used in this Agreement, the term "to Seller's knowledge" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without inquiry, of Jim Kelly, Vice President of Development for Equity Residential. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall have no any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

8.3 Indemnity

Subject to the limitations of liability provided in Section 11.14 below, and excluding the Disclosed Environmental Condition and any matter identified in the Environmental Disclosures, Seller hereby agrees to indemnify, defend and hold harmless City and its Agents from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from a breach by Seller of: (a) a representation or warranty made by Seller in Section 8.1 above, or (b) a covenant made by Seller in this Agreement. The indemnification obligation set forth in this Section 8.3 shall survive Closing or any earlier termination of this Agreement.

8.4 Representations and Warranties of City.

City is a municipal corporation, duly organized and validly existing under the laws of the State of California and is in good standing under the laws of the State of California. Subject to Subsection 5.1(f), this Agreement and all documents executed by City which are to be delivered to Seller at the Closing are, or at the Closing will be, duly authorized, executed and delivered by City, are, or at the Closing will be, legal, valid and binding obligations of City, enforceable against City in accordance with their respective terms, are, and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which City is a party.

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8.5 Additional Seller Covenant. For the period commencing on the Effective Date and ending on the date the Restrictive Covenant is recorded against the real property underlying the Principal Project and the 1HA Project, Seller hereby agrees that, prior to the lease or sale of any portion of the 801 Brannan Property or the 1HA Property, Seller shall provide written notice to each and every prospective occupant or purchaser advising each such party that, in accordance with requirements of the Planning Code, the Property is intended to be developed to create up to 150 affordable dwelling units in a building of up to 80 feet in height.

9. RISK OF LOSS AND POSSESSION

9.1 Risk of Loss

If any of the Property is damaged or destroyed prior to the Closing Date, or if condemnation proceedings are commenced against any of the Property, then the rights and obligations of Seller and City hereunder shall be as follows:

(a) If such damage or destruction would cost less than One Million Dollars (\$1,000,000) (the "Threshold Damage Amount") to repair or restore, then this Agreement shall remain in full force and effect and City shall acquire the Property upon the terms and conditions set forth herein. In such event, at Closing City shall receive a credit against the Purchase Price payable at Closing in the total amount of the loss equal to the estimated cost of repair, as determined by Seller's insurer's claim representative, minus any sums expended by Seller in repairs or restoration.

(b) If the cost of such destruction would equal or exceed the Threshold Damage Amount, or if condemnation proceedings are commenced against any of the Property, then, City shall have the right, at its election, either to terminate this Agreement in its entirety, or only as to that portion of the Property damaged or destroyed or subject to condemnation proceedings (in which case there shall be an equitable adjustment to the Purchase Price), or to not terminate this Agreement and purchase the Property (or the portion not damaged or affected by condemnation, as the case may be). City shall have thirty (30) days after Seller notifies City that an event described in this Subsection 9.1(b) has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30)-day period shall be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Subsection 9.1(b) by City's delivery of notice of termination to Seller, then City and Seller shall each be released from all obligations hereunder pertaining to that portion of the Property affected by such termination under this Agreement (other than those that expressly survive termination including, without limitation, Seller's obligation to satisfy the Affordability Requirement). If City elects not to terminate this Agreement, Seller shall notify City of Seller's intention to repair such damage or destruction, in which case this Agreement shall remain in full force and effect, or notify City of Seller's intention to give City a credit against the Purchase Price at the Closing in the amount reasonably determined by Seller's insurer's third party claim representative, to be the cost of repairing such damage or destruction and, in the event of a result of such condemnation proceeding, an assignment of all of Seller's right, title and interest in and to the condemnation proceeds to be awarded to Seller as a result of such condemnation, in which case this Agreement shall otherwise remain in full force and effect. Any repairs elected to be made by Seller pursuant to this

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Subsection 9.1(b) shall be made within one hundred eighty (180) days following such damage or destruction and the Closing shall be extended until such repairs are substantially completed.

9.2 Insurance

Through the Closing Date, Seller shall maintain or cause to be maintained, at Seller's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the ownership of the Property as follows: (a) commercial general liability insurance coverage written on an Insurance Services Office (ISO) coverage form CG 00 01 or another occurrence form providing equivalent coverage, with limits of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence, but increasing to Ten Million and No/100ths Dollars (\$10,000,000.00) during construction, (b) commercial automobile insurance coverage of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence which shall cover liability arising in connection with any automobile at the Property (including owned, hired and non-owned automobiles), (c) workers' compensation insurance as required by statute in the State of California and employer's liability insurance of not less than One Million and No/100ths Dollars (\$1,000,000.00) per accident, and (d) pollution legal liability insurance in the amount of Five Million and No/100ths (\$5,000,000.00) which such policy shall protect the interests of the Seller and City as named insureds and will be written on a five (5) year policy term (the "Pollution Policy"). City has reviewed and approved Seller's insurance and agrees that substantially similar renewals of said insurance programs shall be acceptable and satisfy the requirements of this Section 9.2.

City, its officers, officials, employees, and volunteers shall be named as additional insureds with respect to coverages required by subsections (a) and (b) immediately preceding. If any coverages are written on a claims-made form: (i) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work, and (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. Insurance must be issued by an insurance company authorized to do business in the State of California having a rating of at least "AVII" by A.M. Best Company, unless otherwise acceptable to City. Seller shall furnish City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9.3 Possession

Possession of the Property shall be delivered to City on the Closing Date.

10. MAINTENANCE; CONSENT TO NEW CONTRACTS

10.1 Maintenance of the Property by Seller

Between the date of Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted and shall make all repairs and otherwise operate the Property in the same manner as before the making of this Agreement, as if Seller were retaining the Property.

10.2 City's Consent to New Contracts Affecting the Property; Termination of Existing Contracts

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After the date this Agreement is executed by Seller, Seller shall not enter into any lease or contract, or any amendment thereof, assignment or agreement pertaining to the Property (other than with regard to the Remediation Work and the Site Improvements), without in each instance obtaining City's prior written consent thereto. City agrees that it shall not unreasonably withhold or delay any such consent.

11. GENERAL PROVISIONS

11.1 Notices

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

Buyer:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 801 Brannan
Facsimile No.: (415) 552-9216

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with copy to:

Evan Gross
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Re: 801 Brannan
Facsimile No.: (415) 554-4755

City:

ARCHSTONE CONCOURSE LLC
c/o Equity Residential
333 Third Street, Suite 210
San Francisco, California 94107
Facsimile No.: (954) 491-0708
Attention: Jim Kelly

With copy to:

c/o Equity Residential
Two North Riverside Plaza, Suite 400
Chicago, Illinois 60606
Facsimile No.: (312) 526-0671
Attention: Dede Berdelle, Esq.

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above. For convenience of the parties, copies of notices may also be given by facsimile to the telephone number listed above, or such other numbers as may be provided from time to time. However, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice.

11.2 Brokers and Finders

No party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section 11.2 shall survive the Closing.

11.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

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11.4 Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and Seller.

11.5 Continuation and Survival of Representations and Warranties

(a) All representations and warranties by the respective parties contained herein are intended to be, and at Closing, shall be deemed to be material and updated and remade as if made on the Closing Date.

(b) Any actions or conduct of Seller permitted under this Agreement, all of the representations and warranties of Seller set forth in Subsections 8.1(h), 8.1(i) and 8.1(m) shall survive the Closing and the delivery of the Deed and the representations and warranties in Subsections 8.1(a) through 8.1(g) and Subsections 8.1(j) through 8.1(l), together with all conditions, covenants and indemnities made by Seller in this Agreement, shall survive the Closing and the delivery of the Deed for a period of twelve (12) months following the Closing Date. Notice of any claim as to a breach of any representation or warranty (other than those under Subsections 8.1(h), 8.1(i) and 8.1(m)) must be made to Seller prior to the expiration of such twelve (12) month period or it shall be deemed a waiver of City's right to assert such claim.

(c) The representations and warranties of City set forth in Section 8.4, together with all conditions, covenants and indemnities made by City in this Agreement, shall survive the Closing and delivery of the Deed.

(d) Notwithstanding anything to the contrary contained in this Agreement, City and Seller are prohibited from making any claims against the other party hereto after the Closing with respect to any breaches of the other party's representations, warranties and covenants contained in this Agreement of which the claiming party has actual knowledge prior to Closing.

11.6 Governing Law

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

11.7 Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

11.8 Parties and Their Agents; Approvals

G:\Legal\DLB\DISPOS\2014 Transactions\801 Brannan\Brannan sale agmt 10.doc

EXECUTION VERSION

The term "Seller" as used herein shall include the plural as well as the singular. If there is more than one Seller, then the obligations under this Agreement imposed on Seller shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided herein, subject to applicable law.

11.9 Interpretation of Agreement

The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

11.10 Attorneys' Fees

In the event that any party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. For purposes of this Agreement, reasonable attorneys' fees of Seller's in-house legal counsel shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Seller's in-house legal counsel services were rendered who practice in the City of Chicago in medium-sized law firms. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

11.11 Sunshine Ordinance

EXECUTION VERSION

Seller understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder public records subject to public disclosure. Seller hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

11.12 Conflicts of Interest

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

11.13 Notification of Limitations on Contributions

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Seller further acknowledges that the prohibition on contributions applies to Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller. Additionally, Seller acknowledges that Seller must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Seller further agrees to provide to City the names of each person, entity or committee described above.

11.14 Non-Liability of City Officials, Employees and Agents; Limitation on Seller Liability

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Seller or its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller or its successors and assigns, or for any obligation of City under this Agreement. Notwithstanding anything to the contrary contained herein, if the Closing shall have occurred (and City shall not have waived, relinquished or released any applicable rights in further limitation), the aggregate liability of Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or

EXECUTION VERSION

other obligations (whether express or implied) of Seller under this Agreement (or in Seller's Closing Documents) shall not exceed Two Million and No/100ths Dollars (\$2,000,000.00).

11.15 Earned Income Credit (EIC) Forms

(a) San Francisco Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(b) Seller shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Seller has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Seller; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(c) Failure to comply with any requirement contained in Subsection 11.15(a) shall constitute a material breach by Seller of the terms of this Agreement. If, within thirty (30) days after Seller receives written notice of such a breach, Seller fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Seller fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(d) Any Subcontract entered into by Seller shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section 11.15.

(e) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

11.16 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11.17 Effective Date

As used herein, the term "Effective Date" shall mean the date on which the City enacts the City Resolution.

11.18 Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which

EXECUTION VERSION

it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

11.19 Cooperative Drafting

This Agreement has been drafted through a cooperative effort of all parties, and all parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A CITY RESOLUTION HAS BEEN ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF ANY OF THE TRANSACTION CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEGISLATION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

11.20 Release

(a) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH BOTH IN SECTION 8.1 ABOVE AND IN SELLER'S CLOSING DOCUMENTS, AND FURTHER SUBJECT TO SELLER'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 8.3 ABOVE, AND ACKNOWLEDGING CITY'S OPPORTUNITY TO INSPECT THE PROPERTY AND THE DISCLOSED ENVIRONMENTAL CONDITION THEREON, CITY AGREES TO PURCHASE THE PROPERTY, AND ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD, "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO CITY, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER INCLUDING THAT WHICH IS CONTAINED IN THE DUE DILIGENCE DOCUMENTS, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 8.1 OF THIS AGREEMENT.

(b) CITY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 OF THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, SELLER HAS NOT MADE, DOES NOT MAKE


EXECUTION VERSION

AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY CONDUCT THEREON, (E) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, AND (F) ANY MATTER REGARDING HAZARDOUS MATERIALS, AS HEREINAFTER DEFINED, INCLUDING AS SET FORTH IN THE ENVIRONMENTAL DISCLOSURES.

(c) CITY REPRESENTS TO SELLER THAT CITY HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, AS CITY DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY CITY'S INVESTIGATIONS, AND CITY, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF CALIFORNIA OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION. THIS RELEASE INCLUDES CLAIMS OF WHICH CITY IS PRESENTLY UNAWARE AND OF WHICH CITY DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY CITY, WOULD MATERIALLY AFFECT CITY'S RELEASE OF SELLER.

NOTHING IN THIS SECTION 11.20 SHALL BE DEEMED TO RELEASE SELLER FROM (A) SELLER'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 8.3 ABOVE, OR (B) ANY CLAIM OR CAUSE OF ACTION BY CITY AGAINST SELLER (I) FOR A BREACH OF A REPRESENTATION OR WARRANTY BY SELLER CONTAINED IN THIS AGREEMENT OR IN SELLER'S CLOSING DOCUMENTS, OR (II) FOR FRAUD.

City's Initials



Seller's Initials

11.21 Signatures

EXECUTION VERSION

Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Agreement.

11.22 No Memorandum of Agreement

This Agreement or any notice or memorandum hereof shall not be recorded in any public record.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTION VERSION


The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company

By: ERP Operating Limited partnership, an Illinois limited partnership, its sole member

By: Equity Residential, a Maryland real estate investment trust, its general partner

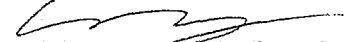
By: 
Its: EXECUTIVE VICE PRESIDENT
Date: 11.21.19

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

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

By: 
Evan A. Gross
Deputy City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and to execute the Designation Agreement (attached hereto as **Exhibit D**) and act as the Reporting Person (as such term is defined in the Designation Agreement). Title Company's failure to execute below shall not invalidate the Agreement between City and Seller.

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____
Date: _____

EXECUTION VERSION

LIST OF EXHIBITS

- EXHIBIT A - Legal Description - Land
- EXHIBIT B - Grant Deed
- EXHIBIT C - Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)
- EXHIBIT D - Designation Agreement
- EXHIBIT E - Restrictive Covenant
- EXHIBIT F - Remediation Documents

- SCHEDULE 1 - Due Diligence Documents
- SCHEDULE 2 - Environmental Disclosures

EXECUTION VERSION

EXHIBIT A

REAL PROPERTY DESCRIPTION

[Note: Prior to Closing, the legal description set forth below shall be adjusted as necessary to make consistent with the legal description approved per the Final Subdivision]

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 1 as shown on that certain Parcel Map filed November 16, 1983, in Volume 26 at Page 138, Records of said County, being more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of 7th Street with the easterly line of Brannan Street as shown on said map, said point of intersection also being the most northwesterly corner of said Lot 1, Assessor's Block 3783 as shown on said map and the **TRUE POINT OF BEGINNING** of this description;

Thence southerly along said easterly line of Brannan Street 168.00 feet;

Thence leaving said easterly line, easterly at a right angle, 225.00 feet;

Thence leaving said line, northerly at a right angle, 168.00 feet, to a point on said southerly line of 7th Street;

Thence westerly along said southerly line 225.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 37,800 square feet or 0.87 acres, more or less.

EXECUTION VERSION

EXHIBIT B

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
The undersigned hereby declares this
instrument to be exempt from Recording Fees
(CA Govt. Code § 27383) and Documentary
Transfer Tax (CA Rev. & Tax Code §. 11922
and S.F. Bus. & Tax Reg. Code § 1105)

(Space above this line reserved for
Recorder's use only)

GRANT DEED

(Assessor's Parcel No. _____)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, a _____, hereby grants
to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property
located in the City and County of San Francisco, State of California, described on Exhibit A
attached hereto and made a part hereof (the "Property").

TOGETHER WITH all improvements thereon and all of Grantor's interest in any rights
and privileges solely appurtenant thereto including, without limitation, any and all oil, gas,
hydrocarbon substances and other minerals, and mineral rights, royalties, bonuses, production
payments, and any and all other oil, gas and mineral interest of whatever nature and character
or other interests connected therewith, arising therefrom arising therefrom or ancillary thereto, in
and under and/or that may be produced, saved and marketed from the Property.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title
against all of the acts of Grantor and no other, subject to the matters set forth above.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION VERSION

Executed as of this _____ day of _____, 201__.

GRANTOR:

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company

By: ERP Operating Limited partnership, an Illinois limited partnership, its member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: _____
Name: _____
Its: _____

[STATE OF ILLINOIS ACKNOWLEDGEMENT TO BE ADDED]

EXECUTION VERSION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

By: _____
Name: _____
Its: _____

EXECUTION VERSION

EXHIBIT C

**CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the City and County of San Francisco, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____ a _____ ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is: Two North Riverside Plaza, Suite 400, Chicago, IL 60606.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

EXECUTION VERSION

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 201_.

By: _____
Name: _____
Its: _____

EXECUTION VERSION

EXHIBIT D

DESIGNATION AGREEMENT

This DESIGNATION AGREEMENT (the "Agreement") dated as of _____, 20____, is by and amongst _____, a _____ ("Seller"), the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and FIRST AMERICAN TITLE INSURANCE COMPANY ("Title Company").

A. Pursuant to that certain Purchase Agreement entered into by and between Seller and City, dated _____, 20____ (the "Purchase Agreement"), Seller has agreed to sell to City, and City has agreed to purchase from Seller, certain real property located in City and County of San Francisco, California, more particularly described in **Exhibit A** attached hereto (the "Property"). The purchase and sale of the Property is sometimes hereinbelow referred to below as the "Transaction").

B. Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.

C. Pursuant to Subsection 2(b)(i) of the Purchase Agreement, an escrow has been opened with Title Company, Escrow No. _____, through which the Transaction will be or is being accomplished. Title Company is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).

D. Seller, City and Title Company desire to designate Title Company as the "Reporting Person" (as defined in the "Reporting Requirements") with respect to the Transactions.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, City and Title Company agree as follows:

1. Title Company is hereby designated as the Reporting Person for the Transaction. Title Company shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

2. Seller and City shall furnish to Title Company, in a timely manner, any information requested by Title Company and necessary for Title Company to perform its duties as Reporting Person for the transaction.

3. Title Company hereby requests Seller to furnish to Title Company Seller's correct taxpayer identification number. Seller acknowledges that any failure by Seller to provide Title Company with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law. Accordingly, Seller hereby certifies to Title Company, under penalties of perjury, that Seller's correct taxpayer identification number is _____.

EXECUTION VERSION

4. The names and addresses of the parties hereto are as follows:

Seller:

Attn: _____
Facsimile No.:() _____

City:

Director of Property
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Facsimile No.: ()

Title Company:

First American Title Insurance Company

Attn: _____
Facsimile No.:() _____

5. Each of the parties hereto shall retain this Agreement for a period of four (4) years following the calendar year during which the date of closing of the Transaction occurs.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date and year first above written.

SELLER:

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company

By: ERP Operating Limited partnership, an Illinois limited partnership, its sole member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: _____
Name: _____
Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT E

RESTRICTIVE COVENANT

[CONFORM TO JURSDICTIONAL RECORDING REQUIREMENTS]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
The undersigned hereby declares this
instrument to be exempt from Recording
Fees (CA Govt. Code § 27383) and
Documentary Transfer Tax (CA Rev. &
Tax Code § 11922 and S.F. Bus. & Tax
Reg. Code § 1105)

(Space above this line reserved for
Recorder's use only)

THIS RESTRICTIVE COVENANT is made this ___ day of _____, 201_, by
ARCHSTONE CONCOURSE LLC, a Delaware limited liability company ("Seller"), in
favor of the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
("City").

RECITALS

A. On January 24, 2013, pursuant to Planning Commission Motion No.
18793, the San Francisco Planning Commission approved Seller's development
application for construction of a new six-story building consisting of residential dwelling
units, ground floor retail space, and parking located at 801 Brannan Street, San
Francisco (the "801 Brannan Project"), and more particularly described on Exhibit A
attached hereto (the "801 Brannan Property"). On January 24, 2013, pursuant to
Planning Commission Motion No. 18794, the San Francisco Planning Commission
approved construction by an affiliate of Seller of two new six-story buildings also
consisting of residential dwelling units, ground floor retail space, and parking located at
1 Henry Adams Street, San Francisco, and more particularly described on Exhibit B
attached hereto (the "1HA Project").

B. The San Francisco Planning Code ("Planning Code") requires market
rate residential projects to comply with certain Residential Inclusionary Housing rules
designed to create affordable housing in San Francisco ("Affordability Requirement").
Seller has satisfied the Affordability Requirement for the 1HA Project and a portion of

EXECUTION VERSION

the Affordability Requirement for the 801 Brannan Project through dedication to the City of land adjacent to the 801 Brannan Property in order for the City to develop affordable dwelling units thereon in accordance with Planning Code Sections 419.6 and 419.5(a)(2)(A)-(J).

C. Pursuant to a certain Agreement of Purchase and Sale For Real Estate dated November 21, 2014 (the "Sale Agreement"), by and between Seller and City, Seller conveyed to City the real property described on Exhibit C attached hereto (the "City Property"). The City Property is immediately adjacent to the 801 Brannan Property.

C. Pursuant to the terms of the Sale Agreement, as a condition to City's agreement to acquire the City Property, Seller agreed to record this Restrictive Covenant against the 801 Brannan Property and the 1HA Property.

WITNESSETH, that, as a condition to City's agreement to acquire the City Property, Seller, and any successor entity or individual who owns a fee interest in all or any portion of the 801 Brannan Property or the 1HA Property, hereby agrees that such property shall hereafter be subject to the express covenant that, prior to the lease or sale of any portion of the 801 Brannan Property or the 1HA Property, written notice shall be given to each and every prospective occupant or purchaser advising each such party that, in accordance with requirements of the Planning Code, the City Property is intended to be developed to create up to 150 affordable dwelling units in a building of up to 80 feet in height.

The foregoing covenant shall run with title to the 801 Brannan Property and the 1HA Property, and shall inure to the benefit of City, and shall be binding upon, Seller and its successors and assigns; provided, however, the covenant contained herein shall automatically terminate on the date that a final certificate of occupancy is issued for any development of the City Property, without further action by Seller or City.

EXECUTION VERSION

IN WITNESS WHEREOF, Seller has caused this Restrictive Covenant to be executed this ____ day of _____, 201_.

SELLER:

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company

By: ERP Operating Limited partnership, an Illinois limited partnership, its sole member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: _____
Its: _____
Date: _____

EXECUTION VERSION

EXHIBIT A

801 BRANNAN PROPERTY

EXECUTION VERSION

EXHIBIT B

1HA PROPERTY

EXECUTION VERSION

EXHIBIT C
CITY PROPERTY

EXECUTION VERSION

EXHIBIT F

REMEDATION DOCUMENTS

1. Letter dated October 21, 2014, and revised November 19, 2014, addressed to Steve Nelson, Senior Construction Manager, Equity Residential, from Veronica M. Tiglao, PE, Senior Project Engineer, Jeffrey F. Ludlow, PG, Principal, of Langan Treadwell Rollo, regarding Langan Project No. 731615201.
2. Letter dated June 25, 2014, from Stephanie K.J. Cushing, MSPH, CHMM, Principal Environmental Health Inspector, Department of Public Health, Environmental Health Division, Site Assessment and Mitigation (DPH SAM), regarding the Site Mitigation Plan and Dust Control Plan Approval for 801 Brannan, San Francisco, CA, SMED 985.
3. Site Mitigation Plan, 801 Brannan Street, San Francisco, California, SMED 985, Prepared For Equity Residential, Two N. Riverside Plaza, Suite 400, Chicago, Illinois 60606-2609, *Prepared By:* Langan Treadwell Rollo, 555 Montgomery Street, Suite 1300, San Francisco, California 94111, Veronica M. Tiglao, PE, Senior Project Engineer, Jeffrey F. Ludlow, PG, Principal, 26 March 2014, 731615201.

EXECUTION VERSION

SCHEDULE 1

DUE DILIGENCE DOCUMENTS

1. Feasibility Study prepared by Luk Associates dated November 7, 2011;
2. Owner's Policy of Title Insurance issued by First American dated February 2, 2013;
3. Land Survey prepared by Luk Associates dated October 21, 2011;
4. Geotechnical Report prepared by Treadwell & Rollo dated November 14, 2011 and supplemental letter from Treadwell & Rollo dated September 28, 2012;
5. Code Compliance Matrix prepared by Neil Sekhri at Gibson, Dunn & Crutcher LLP, undated;
6. Density Study prepared by David Baker FAIA + Partners dated February 2, 2012;
7. Construction Cost Study prepared by Archstone and Build Group dated August 14, 2012;
8. Phase I/II Environmental Site Assessment prepared by Stellar Environmental Solutions, Inc., dated October 28, 2011, Project Number 2011-34;
9. Report from Stellar Environmental Solutions, Inc., dated August 1, 2012;
10. Treadwell & Rollo Soil Gas Investigation dated November 18, 2013 Project No. 731609101;
11. Cardno ATC Hazardous Materials Survey Report dated April 2, 2013 Project No. 75.75542.0033.
12. Letter dated June 25, 2014, from Stephanie K.J. Cushing, MSPH, CHMM, Principal Environmental Health Inspector, Department of Public Health, Environmental Health Division, Site Assessment and Mitigation (DPH SAM), regarding the Site Mitigation Plan and Dust Control Plan Approval for 801 Brannan, San Francisco, CA, SMED 985.
13. Appraisal of 801 Brannan Street, San Francisco, California, A Portion of a Residential Development Site, at the request of Mr. Jim Kelly, First Vice President – Development, Equity Residential, 333 Third Street, Suite 210, San Francisco, CA 94107. As of August 25, 2014, prepared by Hamilton, Ricci & Associates, Inc., 930 Montgomery Street, Suite 400, San Francisco, CA 94133.
14. Soil Gas Investigation, 801 Brannan Street, San Francisco, California, Equity Residential, Two N. Riverside Plaza, Suite 400, Chicago, Illinois 60606-2609, 18 November 2013, Project No. 731609101.
15. Site Mitigation Plan, 801 Brannan Street, San Francisco, California, SMED 985, Prepared For Equity Residential, Two N. Riverside Plaza, Suite 400, Chicago, Illinois 60606-2609, *Prepared By:* Langan Treadwell Rollo, 555 Montgomery Street, Suite 1300, San

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EXECUTION VERSION

SCHEDULE 1 continued

Francisco, California 94111, Veronica M. Tiglao, PE, Senior Project Engineer, Jeffrey F. Ludlow, PG, Principal, 26 March 2014, 731615201.

16. Dust Monitoring Plan, 801 Brannan Street, San Francisco, California, SMED 985, Prepared For Equity Residential, Two N. Riverside Plaza, Suite 400, Chicago, Illinois 60606-2609, *Prepared By:* Langan Treadwell Rollo, 555 Montgomery Street, Suite 1300, San Francisco, California 94111, Veronica M. Tiglao, PE, Senior Project Engineer, Jeffrey F. Ludlow, PG, Principal, 26 March 2014, 73161520.

17. Letter dated September 5, 2014, from Langan Treadwell Rollo, Veronica M. Tiglao, PE, Senior Project Engineer, Jeffrey F. Ludlow, PG, Principal, 26 March 2014, 73161520, regarding the Methane Mitigation System.

EXECUTION VERSION

SCHEDULE 2

ENVIRONMENTAL DISCLOSURES

1. Phase I/II Environmental Site Assessment prepared by Stellar Environmental Solutions, Inc., dated October 2011, Project Number 2011-34.
2. Report from Stellar Environmental Solutions, Inc., dated August 1, 2012.
3. Treadwell & Rollo Soil Gas Investigation dated November 18, 2013 Project No. 731609101.
4. Cardno ATC Hazardous Materials Survey Report dated April 2, 2013 Project No. 75.75542.0033.



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 18792

HEARING DATE: January 31, 2013

Date: January 10, 2013
Case No.: 2000.618E
Project Address: 801 Brannan and One Henry Adams Streets Project
Zoning: UMU (Urban Mixed Use District)
68-X Height and Bulk District
Blocks/Lots: 3783/001 and 3911/001
Project Sponsor: Archstone
807 Broadway, Suite 210
Oakland, CA 94607
Staff Contact: Debra Dwyer – (415) 575-9031
Debra.Dwyer@sfgov.org

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ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED MIXED-USE RESIDENTIAL – COMMERCIAL PROJECT AT 801 BRANNAN STREET (ASSESSOR'S BLOCK 3783, LOT 001) AND ONE HENRY ADAMS STREET (ASSESSOR'S BLOCK 3783, LOT 001).

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as Case No. 2000.618E, 801 Brannan and One Henry Adams Streets Project (hereinafter "Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on November 15, 2003.
 - B. On June 22, 2011, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.
 - C. Notices of availability of the DEIR and of the date and time of the public hearing were posted at the two project sites by the project sponsor on June 22, 2011.

- D. On June 22, 2011, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse.
- E. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on June 22, 2011.
2. The Commission held a duly advertised public hearing on said DEIR on July 28, 2011 at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on August 8, 2011.
 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 47-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Draft Responses to Comments document, published on January 10, 2013, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
 4. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Responses to Comments document all as required by law.
 5. Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.
 6. On January 24, 2013, the Commission reviewed and considered the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
 7. The project sponsor has indicated that the presently preferred project is Variant 3 to the proposed project, described in the FEIR.
 8. The Planning Commission hereby does find that the FEIR concerning File No. 2000.618E, 801 Brannan and One Henry Adams Streets Project, reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Responses to Comments document contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA and the CEQA Guidelines.
 9. The Commission, in certifying the completion of said FEIR, hereby does find that the project described in the EIR as Variant 3:

- A. Will have a significant project-specific effect on the environment by resulting in the following unavoidable significant project level effects with respect to transportation and air quality:

Impact TR-1 (TR-6 for Variant 1, TR -11 for Variant 2, TR-55 for Variant 3): Implementation of the proposed project, or any of its variants, would result in a significant traffic impact at the signalized intersection of Division/Brannan/Potrero/Tenth.

Impact TR-2 (TR-7 for Variant 1, TR-12 for Variant 2, TR-56 for Variant 3): Implementation of the proposed project, or any of its variants, would result in a significant traffic impact at the signalized intersection of Eighth/Brannan.

Impact AQ-4 (Operational Criteria Air Pollutant Emissions). Operation of the proposed project, or any of its three variants, would violate air quality standards with respect to, or generate a cumulatively considerable increase in, criteria air pollutants.

Impact AQ-7 (Construction Health Risk – TACs, including PM2.5 and DPM). Construction of the proposed project, or any of its three variants, would expose sensitive receptors to substantial levels of PM2.5 and other TACs, including DPM, resulting in increased health risk.

Impact AQ-8 (Operational Health Risks – TACs, including PM2.5). Operation of the proposed project, or any of its three variants, would expose sensitive receptors to substantial levels of air pollutants from roadway mobile sources and stationary sources, including PM2.5 and other TACs associated with cancer, and non-cancer health risks, which would exceed the BAAQMD project-level cancer risk threshold of significance of 10 in one million; and

- B. Will have a significant cumulative effect on the environment in that it would result in the following unavoidable significant cumulative effects with respect to land use, transportation and air quality:

Impact C-LU-4: The proposed project, or any of its three variants, would demolish existing PDR space and its non-PDR land uses would preclude future PDR use of the site.

Impact C-TR-34 (C-TR-41 for Variant 1, C-TR-48 for Variant 2, and C-TR-66 for Variant 3): Implementation of the proposed project, or any of its three variants, in combination with other foreseeable projects would result in a significant cumulative traffic impact at the intersection of Division/Brannan/Potrero/Tenth under 2025 Cumulative conditions.

Impact C-TR-35 (C-TR-42 for Variant 1, C-TR-49 for Variant 2, and C-TR-67 for Variant 3): Implementation of the proposed project, or any of its three variants, in combination with other foreseeable projects would result in a significant cumulative traffic impact at the intersection of Eighth/Brannan under 2025 Cumulative conditions.

Impact C-TR-36 (C-TR-43 for Variant 1, C-TR-50 for Variant 2, and C-TR-68 for Variant 3): Implementation of the proposed project, or any of its three variants, in combination with other foreseeable projects, would result in a significant cumulative traffic impact at the

intersection of Seventh/Townsend under 2025 Cumulative conditions.

Impact C-TR-37 (C-TR-44 for Variant 1, C-TR-51 for Variant 2, and C-TR-69 for Variant 3): Implementation of the proposed project, or any of its three variants, in combination with other foreseeable projects, would result in a significant cumulative traffic impact at the intersection of Sixteenth/Kansas/Henry Adams under 2025 Cumulative conditions.

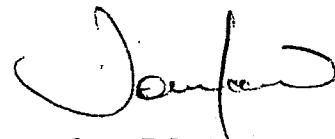
Impact C-TR-38: (C-TR-45 for Variant 1, C-TR-52 for Variant 2, and C-TR-70 for Variant 3): Implementation of the proposed project, or any of its three variants, in combination with other foreseeable projects would result in a significant cumulative traffic impact at the intersection of Division/Rhode Island under 2025 Cumulative conditions.

Impact C-AQ-5 (Cumulative Operational Criteria Air Pollutant Emissions). Operation of the proposed project, or any of its three variants, would violate air quality standards, resulting in a cumulative impact with respect to criteria air pollutants.

Impact C-AQ-9 (Cumulative Health Risk – TACs, including PM_{2.5}). Operation of the proposed project, or any of its three variants, would expose sensitive receptors to substantial levels of air pollutants from roadway mobile sources and stationary sources, including PM_{2.5} and other TACs associated with cancer, and non-cancer health risks, which would exceed the BAAQMD cumulative cancer risk threshold of significance of 100 in one million.

10. The Planning Commission reviewed and considered the information contained in the FEIR prior to approving the Project.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of January 31, 2013.



Jonas P. Ionin
Acting Commission Secretary

AYES: Fong, Wu, Antonini, Borden, Moore, and Sugaya

NOES: None

RECUSED: Hillis

ADOPTED: January 31, 2013



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Affordable Housing (Sec. 415) | <input checked="" type="checkbox"/> First Source Hiring (Admin. Code) |
| <input type="checkbox"/> Jobs Housing Linkage Program (Sec. 413) | <input type="checkbox"/> Child Care Requirement (Sec. 414) |
| <input type="checkbox"/> Downtown Park Fee (Sec. 412) | <input checked="" type="checkbox"/> Other (EN Impact Fee – Sec. 423) |

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Planning Commission Motion No. 18793

HEARING DATE: JANUARY 31, 2013

Date: January 10, 2013
Case No.: 2012.0700X
Project Address: 801 Brannan Street
Zoning: UMU (Urban Mixed Use) Zoning District
68-X Height and Bulk District
Block/Lots: 3783 / 001
Project Sponsor: Archstone
807 Broadway, Suite 210
Oakland, CA 94607
Staff Contact: Ben Fu – (415) 558-6613
ben.fu@sfgov.org

ADOPTING FINDINGS RELATING TO LARGE PROJECT AUTHORIZATION PURSUANT TO PLANNING CODE SECTION 329 TO ALLOW THE CONSTRUCTION OF A NEW SIX-STORY, 68-FOOT BUILDING WITH UP TO 432 DWELLING UNITS, APPROXIMATELY 19,650 SQUARE FEET OF RETAIL AND UP TO 422 OFF-STREET PARKING SPACES, AND TO ALLOW EXCEPTIONS INCLUDING (1) REAR YARD PURSUANT TO PLANNING CODE SECTION 134, (2) OFF-STREET LOADING PURSUANT TO PLANNING CODE SECTION 152.1, (3) HORIZONTAL MASS REDUCTION PURSUANT TO PLANNING CODE SECTION 270.1, AND TO ADOPT FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. THE SUBJECT PROPERTY IS LOCATED WITHIN THE UMU (URBAN MIXED USE) ZONING DISTRICT AND A 68-X HEIGHT AND BULK DESIGNATION.

PREAMBLE

On May 31, 2012, Archstone (Project Sponsor) filed an application with the Planning Department (hereinafter "Department") for Large Project Authorization under Planning Code Section 329 to allow construction of a new six-story, 68-foot building consisting of up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces, and exceptions including rear yard, off-street freight loading and horizontal mass reduction within the UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk Designation.

On January 24, 2013, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2000.618E consisting of the Draft EIR and the Responses to Comments document, and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines.

The Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, and other experts and the administrative files for the Project and the EIR. The Project and EIR files have been made available for review by the Planning Commission and the public, and those files are part of the record before this Commission.

Planning Department staff prepared proposed findings, as required by CEQA, (CEQA Findings) and a proposed Mitigation, Monitoring and Reporting Program (MMRP), which material was made available to the public and the Commission for the Commission's review, consideration and action.

This Commission has reviewed and considered the FEIR and hereby adopts the CEQA Findings, including the statement of overriding considerations, attached hereto as Exhibit B and incorporated herein as part of this Motion by this reference thereto, and adopts the MMRP attached to this Motion as Exhibit C and incorporated herein as part of this Motion by this reference thereto.

On January 24, 2013, the Commission adopted findings pursuant to CEQA as set forth in Motion No. 18793, which findings are incorporated herein by this reference thereto as if fully set forth in this Motion.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2012.0700X at 1650 Mission Street, Fourth Floor, San Francisco, California.

On January 24, 2013, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2012.0700X.

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

MOVED, that the Commission hereby authorizes the Large Project Authorization requested in Application No. 2012.0700X, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The 801 Brannan Street site is bounded by 825-foot long Brannan Street to the north, 275-foot frontage at 7th Street to the east, and 275-foot frontage at 8th Street to the west, for a total lot size of approximately 226,875 square feet. The project site contains three interconnected buildings: two heavy-timber frame former freight depot sheds constructed in 1909 connected by a two-story steel-frame and glass structure constructed in 1980. The combined structures house the Concourse Exhibit Hall. The project site is located in an UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk District.
3. **Surrounding Properties and Neighborhood.** The 801 Brannan Street project site occupies the northern portion of a large block bounded by 7th, 8th, Brannan, and Townsend Streets. The project site is separated from buildings on the southern half of the block by a driveway (Bluxome Alley) that runs east-west between 7th and 8th streets. Properties in the vicinity contain one- to six-story industrial/commercial buildings. On the north side of Brannan Street opposite the project site is 870 Brannan Street (aka 545-599 8th Street - 888 Brannan Gift Center), a large, four-story, reinforced concrete, former industrial building listed on the National and California Registers, and 808 Brannan Street (aka 598 7th Street), a two-story, brick, industrial building identified as a potential historic resource in several surveys. At the southeast corner of Block 3783, south of the proposed new construction, is 600 Townsend Street, a three-story, brick, former industrial building identified as a potential historic resource in several surveys. Other properties in the vicinity contain one- to five-story industrial/commercial buildings or surface parking lots. Lots across the street from Brannan and Townsend are zoned UMU while lots across the street from 8th Street are zoned PDR-1-G and lots across from 7th Street are zoned SLI.
4. **Project Description.** The project proposes demolition of existing structures and the construction of a new six-story, 68-foot building construction of a new six-story, 68-foot building consisting of up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces, and Planning Code exceptions for rear yard, off-street freight loading, and horizontal mass reduction.

The proposed project is identified as Variant Three in the FEIR and is associated with the development at 1 Henry Adams. 1 Henry Adams proposes the construction of two new six-story, 68-foot building consisting of up to 239 dwelling units, approximately 11,770 square feet of ground floor retail, and parking for up to 164 spaces, and Planning Code exceptions including (1) rear yard from Planning Code Section 134, (2) street frontage from Planning Code Section 145.1, (3) off-street loading from Planning Code Section 152.1, (4) horizontal mass reduction from Planning Code Section 270.1. 801 Brannan Street is combining its affordability requirement with the proposal at 1 Henry Adams Street and has elected to satisfy the requirement for the Project

through a combination of land dedication and on-site alternatives. Both the land dedication and on-site affordable units will be provided at the 801 Brannan site.

5. **Public Comment.** The Department has received general inquiries on the proposed project from members of the public expressing concerns on the timing of construction and the accommodation of tenants in the existing buildings.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Zoning District.** The project site is located within Urban Mixed Use (UMU) District in the South of Market neighborhood and within the Showplace Square/Potrero Area Plan of the General Plan. The UMU District is intended to promote a vibrant mix of uses while maintaining the characteristics of this formerly industrially-zoned area. It is also intended to serve as a buffer between residential districts and PDR districts in the Eastern Neighborhoods. Within the UMU, allowed uses include production, distribution, and repair uses such as light manufacturing, home and business services, arts activities, warehouse, and wholesaling. Additional permitted uses include retail, educational facilities, and nighttime entertainment. Housing is also permitted, but is subject to higher affordability requirements. Family-sized dwelling units are encouraged. The project proposes retail and residential uses that include 42 percent two-bedroom unit, or family-sized units, in the UMU Zoning District.
- B. **Use.** Planning Code Section 843 identifies residential use and various nonresidential uses as principally permitted uses in the UMU Zoning District. In general, the principally permitted uses are industrial and business service, assembly and social service, retail, recreation and arts, and residential.

The proposed residential, flex and retail uses are compatible and consistent with the zoning designation. The flex units are units that can be residential or principally permitted non-residential uses such as retail, arts activities, trade shops, or catering services.

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

The Project does not comply with the rear yard requirement and is seeking an exception as part of the Large Project Authorization (See discussion below).

- D. **Residential Open Space.** Planning Code Section 135 requires that usable open space be located on the same lot as the dwelling units it serves. At least 80 square feet of usable open space per dwelling unit, or 54 square feet per dwelling unit of publicly accessible open space, is required. Up to 50 percent of the publicly accessible open space may be provided off-site. The Project has a residential open space requirement of up to 34,560 square feet of usable open space if private, or 23,330 square feet of publically accessible open space.

The Project has a residential open space requirement of up to 34,560 square feet of usable open space if private, or 23,328 square feet of publically accessible open space. The Project complies with the open

space requirement by providing a total of approximately 38,000 square feet of qualifying open space in the form of private courtyard, publically accessible courtyard and mews.

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

The Project is required to provide at least 118 square feet of commercial open space. The project proposes more open space areas and square footage than the requirement.

- F. **Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires improvement of the public right-of-way associated with development projects. The owner or developer of a new building in this District must install street trees. Each street tree must be a minimum of 24-inch box for every 20 feet of frontage of the property along each street or public alley with any remaining fraction of 10 feet or more of frontage requiring an additional tree. Planning Code Section 138.1 also requires streetscape and pedestrian elements in conformance with the Better Streets Plan when a project is on a lot that is greater than ½-acre in total area and the project includes new construction.

The project has a tree requirement of 32 at the Brannan Street frontage and twelve at the 8th Street frontage. The project proposes 29 street trees at the Brannan Street frontage and ten trees at the 8th Street frontage. The project sponsor will pay an in-lieu fee for five trees pursuant to Planning Code Section 428 prior to the issuance of a certificate of occupancy for the project.

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

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

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

All proposed dwelling units enjoy ample light and air with the proposed open spaces, setbacks, mews, and meet the dimensional and square footage requirements for dwelling unit.

- I. **Street Frontages.** Planning Code Section 145.1 requires the following for street frontages in Eastern Neighborhood Mixed Use Districts: (1) not more than 1/3 the width of the building facing the street may be devoted to ingress/egress to parking; (2) off-street parking at street

grade must be set back at least 25 feet; (3) "active" use shall be provided within the first 25 feet of building depth at the ground floor; (4) ground floor non-residential uses in UMU zoning district shall have a floor-to-floor height of 17-feet; (5) frontages with active uses shall be fenestrated with transparent windows; and, (6) decorative railings or grillwork placed in front of or behind ground floor windows, shall be at least 75 percent open to perpendicular views.

The project meets the requirements of Section 145.1 as follows: (1) providing two 22-foot wide garage openings, which total less than 1/3 the width of the approximately 615-foot wide building; (2) all off-street parking spaces are set back at least 25 feet; (3) incorporating active uses on all street frontages, including commercial, dwellings with stoops and flex units within the first 25 feet of the building depth at ground floor; (4) providing a floor-to-floor ground floor height of 18 feet for the commercial frontage; and, (5) providing transparent windows at the ground floor active use.

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

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

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

Based on the proposed dwelling unit mix, the maximum number of parking spaces permitted is 370, or a parking ratio of approximately .85 spaces per dwelling unit. The project proposes 312 parking spaces, or a parking ratio of approximately .72 spaces per dwelling unit. Therefore, the project complies with the principally permitted parking amounts.

- L. **Commercial Off-Street Parking.** The project has an off-site parking requirement of 72 spaces for 690 Townsend Street and 23 spaces for 600 Townsend Street as recorded in a Notice of Special Restrictions (NSR), which are exempted from the parking allowance for the project.

The project provides the required 72 spaces for 690 Townsend Street and 23 spaces for 600 Townsend Street and additional 15 commercial off-street parking space, less than the maximum permitted 39 spaces, based on the proposed 19,650 square feet of commercial use.

- M. **Off-Street Loading.** Planning Code Section 152.1 requires two off-street freight loading spaces for a residential use in UMU Districts when the gross floor area is between 200,001 and 500,000 square feet, and one space for a commercial use between 10,001 and 30,000 square feet.

The project proposes six loading spaces at curbside, with two on Brannan Street and four on the proposed alley at the rear of the site. Therefore, an exception has been requested as part of the Large Project Authorization (See discussion below).

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

The project proposes approximately 19,650 square feet of retail and industrial spaces, less than the square footage trigger of 25,000 square feet. Therefore, no bicycle parking is provided for commercial uses. The proposed total number of 432 dwelling units requires a total of 120 bicycle parking spaces. The project complies with this requirement by providing up to 489 bicycle parking spaces.

- O. **Car Share.** Planning Code Section 166 requires two spaces plus 1 for every 200 dwelling units over 200.

The project exceeds the minimum three-car car share requirement by providing five car share spaces.

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

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

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

The Project will provide 42 percent of the dwelling units as 2-bedroom units or larger (185 units).

- R. **Height Limit.** Planning Code Section 260 requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height. The Project Site is within a 68-foot Height District.

The Project complies. The height of the roof is no higher than 68 feet.

- S. **Horizontal Mass Reduction.** Planning Code Section 270.1 requires any project with a frontage of more than 200 feet to incorporate one or more mass reduction breaks in the building that reduce the horizontal scale of the building into discrete sections not more than

200 feet in length. The minimum dimensions required for such a break are 30 feet of width and 60 feet of depth above 25 feet.

The Project does not comply with the horizontal reduction requirement and is seeking an exception as part of the Large Project Authorization (See discussion below).

- T. **Inclusionary Affordable Housing Program.** Planning Code Section 419 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 419.3, these requirements would apply to projects that consist of five or more units, where the first application was applied for on or after July 18, 2006. Under Planning Code Section 419.6, the Land Dedication Alternative may be elected as an alternative to the inclusionary housing component. As further described in Planning Code Section 419.5(a)(2), an Applicant may dedicate a portion of the total development area of the principal site to the City and County of San Francisco for the purpose of constructing units affordable to qualifying households. To meet this requirement, the developer must convey title to land in fee simple absolute to the Mayor's Office of Housing (MOH). The dedicated site must result in a total amount of inclusionary units not less than 40 units; however, MOH may conditionally approve and accept dedicated sites which result in no less than 25 units at their discretion. Per Planning Code Section 419.2, all sites within the UMU Zoning District electing to utilize the land dedication alternative would be subject to the "Tier A" requirements. 801 Brannan Street is combining its requirement with the proposal at 1 Henry Adams Street.

The Project Sponsor has elected to pursue a combination of the land dedication and on-site alternatives to meet the inclusionary affordable housing program requirements. The Project Sponsor has demonstrated that it is eligible for the On-Site and Land Dedication Affordable Housing Alternative under Planning Code Section 419.5, and has submitted a 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 419,' to satisfy the requirements of the Inclusionary Affordable Housing Program by providing the affordable housing through on-site and land dedication instead of through payment of the Affordable Housing Fee. In order for the Project Sponsor to be eligible for the On-Site Affordable Housing Alternative, the Project Sponsor must submit an 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 419,' to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project or submit to the Department a contract demonstrating that the project's on- or off-site units are not subject to the Costa Hawkins Rental Housing Act, California Civil Code Section 1954.50 because, under Section 1954.52(b), the Project Sponsor has entered into an agreement with a public entity in consideration for a direct financial contribution or any other form of assistance specified in California Government Code Sections 65915 et seq. All such contracts entered into with the City and County of San Francisco must be reviewed and approved by the Mayor's Office Housing and the City Attorney's Office. The Project Sponsor has indicated intent in writing to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City and approved herein. The Project Sponsor submitted such Affidavit on December 17, 2012. 55 units (ten studios, 22 one-bedroom, 22 two-bedroom, and one three-bedroom) of the 671 total units (432 units at 801 Brannan Street and 239 units at 1 Henry Adams) provided will be affordable units, in addition to 37,800 square feet of area designated for land dedication. If the Project becomes ineligible to meet its Inclusionary Affordable Housing Program

obligation through the On-site Affordable Housing Alternative, it must pay the Affordable Housing Fee with interest, if applicable. The Project must execute the agreement documenting the exception to Costa Hawkins prior to Planning Commission approval or must revert to payment of the Affordable Housing Fee.

- U. **Eastern Neighborhoods Public Benefit Fund.** The project shall comply with the provisions of Planning Code Section 423, including payment of the Eastern Neighborhoods Impact Fee, or execution of an In-Kind Agreement with the Planning Department prior to issuance of the first site or building permit.
7. **General Compliance with the Large Project Authorization in Eastern Neighborhoods Mixed Use District Objectives.** Planning Code Section 329(c) lists nine aspects of design review in which a project must comply; the Planning Commission finds that the project is compliant with these nine aspects as follows:

A. Overall building massing and scale;

The Project conforms to the applicable height and bulk requirements. The community in the vicinity of the Project is constantly evolving with development in the South of Market and Showplace regions and the recent Eastern Neighborhoods Area Plans, and contains a range of building masses. The project, with residential and retail, will be consistent with the existing and evolving character of the area. The Project massing will improve the character of the neighborhood and general pedestrian accessibility by providing two midblock mews that allows pedestrian access from Brannan Street to the private easement, breaking up the 650-foot continuous block layout that is not conducive to pedestrian walkability. Furthermore, from a visual perspective, the massing and scale are generally consistent with the adjacent buildings along the Brannan Street frontage. With the associated project at 1 Henry Adams, these groupings of structures will engender a cohesive building pattern in the area.

B. Architectural treatments, facade design and building materials;

The architecture of this Project responds to the site's location between the industrial nature and the contemporary architecture of the residential use. The Project's facades all present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including smooth troweled cement plaster, hardi trim, aluminum storefronts and windows. The aluminum punched window openings with cement plaster recesses on the aluminum framed building provide a stimulating and visually interesting buffer between the I-80 and 101 Freeway split and the Brannan and 8th Street facades. Variations in fenestration and treatment of the building facades allow the architecture to read as distinct pieces of a whole.

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

The ground floor character of the building is active with retail oriented and viable spaces along Brannan and 8th Streets, which interact and lead to the active residential spaces with transparent storefront along the mews. Exposed residential entries are on every façade as expressed by the architecture of the building via stoops, recessed entries and landscaped metal screens. The Project's

retail spaces are located at the corner of Brannan and 8th Streets. "Flexible-Occupancy" units are also proposed at the short stretch of Brannan Street and one of the publicly accessible mews. Two publicly accessible mews and a publicly accessible courtyard provide public seating, shade, trees, green space, and serve as a pedestrian connection between Brannan Street and the proposed 40-foot publicly accessible private alley. The retail corners and facades are carved out at the ground floor, inviting pedestrians, and providing an opportunity for outdoor seating. Retail spaces have 17-foot clear ceiling heights at the ground floor. Curb cuts are minimized to two parking access points in the alley for entire project. Street trees along all street frontages are proposed per the Planning Code, with the exception of building entries and at the vehicular access point.

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

The Project provides adequate open space, all on-site. The open spaces are provided in the form of courtyards and publicly accessible mews. The total open spaces provided exceed the total square footage required.

- E. The provision of mid-block alleys and pathways on frontages as required by the criteria set forth in Section 270, and the design of mid-block alleys and pathways as required by and pursuant to the criteria set forth in Section 270.2, as follows;

1. Generally be located as close to the middle portion of the subject block face as possible, perpendicular to the subject frontage and connect to existing adjacent streets and alleys;

The proposed mid-block pathways are perpendicular to Brannan Street and connect Brannan Street with the proposed private alley. The proposed mews also provide visual connection to Brannan Street. The locations of the mews are as close to the middle portion of the subject block as possible.

2. Provide pedestrian access;

The proposed mid-block pathways will provide direct pedestrian access from Brannan to the proposed alley, and will provide direct access to ground floor Flexible-Occupancy units. The proposed private alley will allow access from 8th Street to 7th Street.

3. Provide no, limited or full vehicular access, as specific conditions warrant;

The proposed mid-block pathways will provide no vehicular access.

4. Have a minimum width of 20 feet from building face to building face, exclusive of those obstructions allowed pursuant to Section 136, and a minimum clearance height from grade of 15 feet at all points;

The proposed mid-block pathways have a width exceeding 40 feet at the ground level. The pathway will decrease to a width of approximately 35 to 41 feet for levels two to six. One of the pathways will be completely open, with no obstructions pursuant to Section 136 or otherwise, while the other is approximately 80 percent open.

5. Have a minimum clear walking width of 10 feet free of any obstructions in the case of a pedestrian-only right-of-way, and dual sidewalks each of not less than 6 feet in width with not less than 4 feet minimum clear walking width in the case of an alley with vehicular access;

The proposed mid-block pathways will act as a park and include a cleared walking width in excess of 10 feet.

6. In the Eastern Neighborhoods Mixed Use Districts, be at least 60% open to the sky, including those encroachments permitted in front setbacks by Section 136 of this Code;

One proposed mid-block pathway will be approximately 80 percent open to the sky while the other is 100% open to the sky.

7. Provide such ingress and egress as will make the area easily accessible to the general public;

The proposed mid-block pathways will have a minimum frontage of 40 feet along Brannan Street.

8. Be protected from uncomfortable wind, as called for elsewhere in this Code;

The proposed mid-block pathways will not be significantly impacted by uncomfortable wind.

9. Be ungated and publicly accessible 24 hours per day, as defined elsewhere in this Section;

The proposed mid-block pathways will not be gated and will be publicly accessible 24 hours per day.

10. Be provided with appropriate paving, furniture, and other amenities that encourage pedestrian use, and be landscaped to greatest extent feasible;

A line of trees will buffer the pathways. The pathway leads to a proposed private alley.

11. Be provided with ample pedestrian lighting to ensure pedestrian comfort and safety;

The proposed mid-block pathways will have ample lighting to ensure comfort and safety for the users.

12. Be free of any changes in grade or steps not required by the underlying natural topography and average grade;

The proposed mid-block pathways include no grade changes or steps.

13. Be fronted by active ground floor uses, as defined in Section 145.1, to the extent feasible;

The proposed mid-block pathways will be fronted by ground floor Flexible-Occupancy units.

14. New buildings abutting mid-block alleys provided pursuant to this Section 270.2 shall feature upper story setbacks according to the provisions of Section 261.1.

The proposed mid-block pathways are over 40 feet wide at grade. The top four stories have a 30-foot wide pathway, excluding private balconies. The Project effectively provides a nearly 10-foot setback.

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

The Project proposes the installation of street trees along all frontages and open spaces, sidewalk improvements, and publicly accessible mews connecting Brannan Street and a proposed alley.

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

The Project provides two ingress/egress accesses on the proposed alley and is not anticipated to create circulation problems. No ingress/egress is proposed on any other street frontages to prevent possible conflicts and congestion. Additionally, two proposed mid-block pedestrian pathways will improve circulation on a 650-foot block.

- H. Bulk limits;

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

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

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

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

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

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

The Project is occupied by residential uses, ground floor retail, flex units, and a comparable amount of readily accessible open space. Per the Planning Code, the required rear yard should equal 25 percent of the lot area, which is approximately 44,340 square feet for this property. The proposed mid-block pathways, inner courtyard, easement, and public open spaces combine to provide approximately 64,500 square feet.

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

The Project will occupy an independent rectangular lot bounded by Brannan Street, 7th Street, and 8th Streets, with plenty of open space in the form of two public mews, an alley, and courtyards. The mews and alley have a minimum width exceeding 40 feet. The Project will result in no significant impediment on light and air to adjacent properties.

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

The project is located on its own block with no adjacent buildings. Adjacent buildings across the proposed alley have no interior mid-block open spaces. Buildings across Brannan, 7th and 8th Streets are approximately 82 feet away.

- B. Planning Code Section 152.1 requires two off-street freight loading spaces for a residential use in UMU Districts when the gross floor area is between 200,001 and 500,000 square feet, and one space for a commercial use between 10,001 and 30,000 square feet. The project proposes six loading spaces at curbside, with two on Brannan Street and four on the proposed alley at the rear of the site.

Providing interior loading areas would significantly alter the building configuration and coverage, resulting in larger or more curb cuts and reduce active ground floor uses. The on-street loading zones are in close proximity to building entrances and will likely be more utilized and provide easier access.

- C. Planning Code Section 270.1 requires any project with a frontage of more than 200 feet to incorporate one or more mass reduction breaks in the building that reduce the horizontal scale of the building into discrete sections not more than 200 feet in length. The minimum dimensions required for such a break are 30 feet of width and 60 feet of depth above 25 feet. Although a 50-foot wide setback is provided at the 8th Street frontage for the entire length of the block, the building façade at 8th Street is still over 200 feet wide (220 feet).

In granting an exception for horizontal mass reductions, the Planning Commission shall consider the following criteria per Planning Code Section 270.1(d).

1. No more than 50 percent of the required mass is reduced unless special circumstances are evident;

Although not proposed at the required location, the proposed mass reduction break in the form of an alley at 8th Street (33,000 square feet) represents 280 percent of required amount. The 8th Street façade has articulated notches that divide the building mass. The notches, although occurring throughout the façade, do not meet the dimensional requirements. The special circumstance for the Project is that the vast majority of developments large enough to trigger this requirement will include double-loaded corridors to access its dwelling units, as it is the most efficient means of doing so. A mass reduction break that is 60 feet deep makes this extremely difficult, and would effectively reduce the Project into multiple smaller buildings. This in turn could result in fewer units, thus significantly impacting the creation and affordability of new units in the City. Additionally, articulating the building by providing notches on a large frontage is an effective alternative in separating the building mass than one large break. The proposed alley provides a break from the adjacent six-story tall Zynga building to the south.

2. The depth of any mass reduction breaks provided is not less than 15 feet from the front facade, unless special circumstances are evident;

There is a proposed building break at 13 feet wide and 180 feet deep at the ground floor. The proposed 40-foot wide alley essentially breaks up the block and creates a larger than required mass reduction.

3. The proposed building envelope can be demonstrated to achieve a distinctly superior effect of reducing the apparent horizontal dimension of the building; and

As discussed above, articulating the building by providing notches on a large frontage is an effective alternative to separate the building mass than one large break. The building design incorporates many setbacks and recesses that achieve the effect of horizontal dimension reduction.

4. The proposed building achieves unique and superior architectural design.

The building achieves unique and superior architectural design by including two publicly accessible mews, each approximately 9,500 square feet in area, an at-grade publicly accessible courtyard of approximately 12,900 square feet, and a 40-foot wide alley at the rear of the property. Additionally, the building proposes modular articulations and notches, as opposed to the code-required single break. Further, the building contains varied building materials, colors, and recesses at the façade to create a unique and vibrant architectural rhythm. The dynamic nature of the design of the Project is emphasized through the horizontal breakdown, the depth and hierarchy of the design elements, the overlying organization of the frames, curved elements which express an undulating rhythm, the recessed punched windows, and the corner elements with balconies and setbacks.

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

HOUSING

Objectives and Policies

OBJECTIVE 1

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

Policy 1.1

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

Policy 1.8

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

The Project is a high density mixed-use development in an underutilized, transitioning industrial area. The Project site is a large opportunity site that is currently used as an exhibition space. The area around the Project site was recently rezoned to UMLU as part of a long range planning goal to create a cohesive, high density residential and mixed-use neighborhood. The project includes 55 on-site affordable housing units and land dedication for the construction of additional affordable units. The Project also provides flex units and commercial spaces for new businesses.

OBJECTIVE 11

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

Policy 11.1

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

Policy 11.2

Ensure implementation of accepted design standards in project approvals.

Policy 11.3

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

Policy 11.4

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

Policy 11.5

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

Policy 11.6

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

Policy 11.8

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

The architecture of this Project responds to the site's location and provides a design that blends the industrial and the contemporary architecture of residential and lofts. The Project's facades all present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including cement plaster, hardi trim, and aluminum storefronts and windows. The aluminum punched window openings with cement plaster recesses on the aluminum framed building provide a stimulating and visually interesting buffer between the I-80 and 101 Freeway split and the Brannan and 8th Street facades. Variations in fenestration and treatment of the building facades allow the architecture to read as distinct pieces of a whole.

OBJECTIVE 12

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

Policy 12.2

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

The Project provides adequate open space, all on-site. The open spaces are provided in the form of a private court, publicly accessible courtyard and mews, and a new alley. The open space areas are tentatively designed to include a play area, built-in seating and ample landscaping.

RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 4:

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

Policy 4.5:

Require private usable outdoor open space in new residential development.

Policy 4.6:

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

The Project will create private and public outdoor open space areas in a new residential mixed-use development through private balconies, podium courtyard, and ground floor open spaces. It will not cast shadows over any open spaces under the jurisdiction of the Recreation and Park Department. Additionally,

two new pedestrian pathways will be created to connect Brannan Street with the proposed alley at the rear of the property.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 24:

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

Policy 24.2:

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

Policy 24.3:

Install pedestrian-serving street furniture where appropriate.

Policy 24.4:

Preserve pedestrian-oriented building frontages.

The Project will install street trees at approximately 20 foot intervals all along the three frontages on Brannan, 7th and 8th Streets. Frontages are designed with active spaces oriented at the pedestrian level. The two proposed mid-block mews and alley also provide connection through the site.

OBJECTIVE 28:

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

Policy 28.1:

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

Policy 28.3:

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

The Project includes 496 bicycle parking spaces in secure, convenient locations on the ground floor.

OBJECTIVE 34:

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

Policy 34.1:

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

Policy 34.3:

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

Policy 34.5:

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

The Project has a parking to dwelling unit ratio of .72 spaces per unit. The parking spaces are accessed by two ingress/egress points at the proposed alley. Parking is adequate for the project and complies with maximums prescribed by the Planning Code.

URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1:

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

Policy 1.7:

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

OBJECTIVE 2:

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

Policy 2.6:

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

The Project is located within the South of Market neighborhood that is transitioning from industrial uses to a mid- to high-density residential mixed-use neighborhood. As such, the proposed building provides more intricate street façades that respond to the existing industrial built environment, while respecting the residential influences of the surrounding buildings.

OBJECTIVE 4:

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

Policy 4.5:

Design walkways and parking facilities to minimize danger to pedestrians.

Policy 4.13:

Improve pedestrian areas by providing human scale and interest.

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

SHOWPLACE SQUARE/POTRERO AREA PLAN

Objectives and Policies

OBJECTIVE 1.1:

ENCOURAGE THE TRANSITION OF PORTIONS OF SHOWPLACE / POTRERO TO A MORE MIXED USE AND NEIGHBORHOOD-SERVING CHARACTER, WHILE PROTECTING THE CORE OF DESIGN-RELATED PDR USES.

Policy 1.1.2:

In the northern part of Showplace Square (around 8th and Brannan, east of the freeway and along 16th and 17th Streets) revise land use controls to create new mixed use areas, allowing mixed-income housing as a principal use, as well as limited amounts of retail, office, and research and development uses, while protecting against the wholesale displacement of PDR uses.

Policy 1.1.3:

Allow for active ground floor uses and a more neighborhood commercial character in newly designated mixed use areas within Showplace Square.

The project is a mixed-use development along Brannan and 8th Streets with active ground floor uses and a neighborhood commercial character.

OBJECTIVE 1.2

IN AREAS OF SHOWPLACE/POTRERO WHERE HOUSING AND MIXED USE IS ENCOURAGED, MAXIMIZE DEVELOPMENT POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER

The project maximizes its development potential while remaining in keeping with the neighborhood character.

OBJECTIVE 1.7

RETAIN THE ROLE OF SHOWPLACE SQUARE AS AN IMPORTANT LOCATION FOR PRODUCTION, DISTRIBUTION, AND REPAIR (PDR) ACTIVITIES, FOCUSING IN PARTICULAR ON DESIGN RELATED ACTIVITIES.

Policy 1.7.3

Require development of flexible buildings with generous floor-to-ceiling heights, large floor plates, and other features that will allow the structure to support various businesses.

The Project includes nonresidential spaces on the ground floor with large ground floor ceiling heights and adequate area for a range of uses, including PDR.

OBJECTIVE 2.1

ENSURE THAT A SIGNIFICANT PERCENTAGE OF NEW HOUSING CREATED IN THE SHOWPLACE / POTRERO IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES

Policy 2.1.1

Require developers in some formally industrial areas to contribute towards the City's very low, low, moderate and middle income needs as identified in the Housing Element of the General Plan.

The project includes on-site lower income affordable units and a portion of the land to qualify for the land dedication alternative, and the remainder of the units are contemplated to be held as rental housing, which is generally more affordable to moderate and middle income households than ownership housing.

OBJECTIVE 2.3

REQUIRE THAT A SIGNIFICANT NUMBER OF UNITS IN NEW DEVELOPMENTS HAVE TWO OR MORE BEDROOMS EXCEPT SENIOR HOUSING AND SRO DEVELOPMENTS UNLESS ALL BELOW MARKET RATE UNITS ARE TWO OR MORE BEDROOM UNITS

Policy 2.3.3

Require that a significant number of units in new developments have two or more bedrooms, except Senior Housing and SRO developments.

The project contains approximately 42% two-bedroom units.

OBJECTIVE 2.4

LOWER THE COST OF THE PRODUCTION OF HOUSING

Policy 2.4.1

Require developers to separate the cost of parking from the cost of housing in both for sale and rental developments.

Policy 2.4.2

Revise residential parking requirements so that structured or off-street parking is permitted up to specified maximum amounts in certain districts, but is not required.

The project has unbundled parking at a ratio of approximately 0.72 space per unit.

OBJECTIVE 3.2

PROMOTE AN URBAN FORM AND ARCHITECTURAL CHARACTER THAT SUPPORTS WALKING AND SUSTAINS A DIVERSE, ACTIVE AND SAFE PUBLIC REALM.

Policy 3.2.1

Require high quality design of street-facing building exteriors.

Policy 3.2.2

Make ground floor retail and PDR uses as tall, roomy and permeable as possible.

Policy 3.2.3

Minimize the visual impact of parking.

Policy 3.2.4

Strengthen the relationship between a building and its fronting sidewalk.

Policy 3.2.5

Building form should celebrate corner locations.

Policy 3.2.7

Strengthen the pedestrian network by extending alleyways to adjacent streets or alleyways wherever possible, or by providing new publicly accessible mid-block rights of way.

The Project's facades are of high quality materials. The ground floor will be tall enough to create attractive storefronts for pedestrians and viable space for a variety of uses, including PDR. The parking, although at grade, are only accessible by two garage doors and are only visible at the rear where the proposed alley is located. The buildings also include appropriate modulation of the facades to break them into distinct sections.

OBJECTIVE 5.2

ENSURE THAT NEW DEVELOPMENT INCLUDES HIGH QUALITY PRIVATE OPEN SPACE

Policy 5.2.1

Require new residential and mixed-use residential development to provide on-site private open space designed to meet the needs of residents.

Policy 5.2.2

Establish requirements for commercial development to provide on-site open space.

Policy 5.2.3

Encourage private open space to be provided as common spaces for residents and workers of the building wherever possible.

Policy 5.2.4

Encourage publicly accessible open space as part of new residential and commercial development.

The project includes high quality private and common open space in balconies, decks, courtyards, and two mews, as well as publicly accessible open space.

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

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

There are no existing neighborhood-serving retail uses on the site. The Project will provide approximately 19,650 square feet of ground floor space adequate for various retail uses, including neighborhood serving retail, which will create opportunities for local resident employment and ownership opportunities.

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

No housing exists on the project site. The project will provide up to 432 new dwelling units, significantly increasing the neighborhood housing stock. The design of the Project is compatible with the surrounding neighborhood. For these reasons, the proposed project would protect and preserve the cultural and economic significance of the neighborhood.

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

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

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

The project site is well-served by public transportation. The majority of future residents are expected to use alternative methods of transportation other than private automobiles, and the number of vehicle trips generated by this project would not impede MUNI transit service or overburden streets.

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

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

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

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

- G. That landmarks and historic buildings be preserved.

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

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

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

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

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

12. **CEQA Findings.** Findings under the California Environmental Quality Act (CEQA) and statement of overriding considerations are herein incorporated by reference and attached as Exhibit B.

13. **Mitigation.** Pursuant to CEQA, the Commission has considered the mitigation measures as described in the FEIR and will include these measures and the mitigation monitoring program (MMRP) as conditions of Project approval and incorporated by reference and as Exhibit C.

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

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Large Project Authorization Application No. 2012.0700X** under Planning Code Section 329 to allow the proposed construction of a new six-story, 68-foot building consisting of up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces, and exceptions including rear yard, off-street freight loading and horizontal mass reduction, within the UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk Designation. The project is subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated June 18, 2011, and stamped "EXHIBIT D", which is incorporated herein by reference as though fully set forth.

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

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Large Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. 18793. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 575-6880, 1650 Mission Street, Room 304, San Francisco, CA 94102.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on January 24, 2013.

Jonas P. Ionin
Acting Commission Secretary

AYES: Commissioners Sugaya, Fong, Antonini, Moore, Borden, and Wu

NAYES: None

RECUSED: Commissioner Hillis

ADOPTED: January 31, 2013

EXHIBIT A

AUTHORIZATION

This authorization is to allow a Large Project Authorization and exceptions including (1) rear yard pursuant to Planning Code Section 134, (2) off-street loading pursuant to Planning Code Section 152.1, (3) horizontal mass reduction pursuant to Planning Code Section 270.1, for the proposed construction of a new six-story, 68-foot tall building consisting of up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces; in general conformance with plans, dated December 17, 2012, and stamped "EXHIBIT D" included in the docket for Case No. 2012.0700X and subject to conditions of approval reviewed and approved by the Commission on January 24, 2013, under Motion No. 18793. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on January 24, 2013, under Motion No. 18793.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 18793 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Large Project Authorization and any subsequent amendments or modifications.

SEVERABILITY

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

CHANGES AND MODIFICATIONS

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

Conditions of Approval, Compliance, Monitoring, and Reporting PERFORMANCE

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

DESIGN

3. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design and the design and development of the streetscape and pedestrian elements in conformance with the Better Streets Plan. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance. Building design elements to be addressed shall include, but not limited to:
 - Exterior color scheme, materials, and texture shall be more consistent with the surrounding context of masonry building material.
 - Roofline expression, that may include a cap to the building, shall be more consistent to the neighborhood context of defined building cornices.
 - Segmented frame vertical glazing recesses elements shall be more consistent with the neighborhood context.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org

4. **Flexible-Occupancy Units.** The ground floor dwelling units are designated as Flexible-Occupancy Units and are subject to the following conditions:

- a. The units are considered dwelling units and are subject to the affordability controls of Planning Code Section 415 and 419. The total gross floor area of each unit is subject to the residential rate of Eastern Neighborhood Impact Fee per Planning Code Section 427.3.
 - b. The ground floor of these units may be occupied by the following non-residential uses:
 - i. All retail sales and services permitted as of right in the UMU Zoning District (Sec. 843.45);
 - ii. All arts activities permitted as of right in the UMU Zoning District (Sec. 843.55);
 - iii. Trade shops (Sec. 843.80); and
 - iv. Catering services (Sec. 843.81).
 - v. Other uses not specified herein that are permitted as of right in the UMU Zoning District and deemed appropriate by the Zoning Administrator.
 - c. Changes of non-residential uses are subject to the notification requirements of Planning Code Section 312.
 - d. Permitted non-residential uses may occupy the ground floor only. Any conversion of residential space on the 2nd floor shall be tantamount to the removal of a dwelling unit and be subject to the controls of Planning Code Section 317.
 - e. Non-residential uses permitted on the ground floor are subject to all applicable requirements of the Building and Fire Codes.
5. **The Mid-block Pedestrian Pathway.** Planning Code Section 270.2, the project shall meet all design criteria of Subsection (e). It shall also meet the following criteria:
- a. **Maintenance.** The mid-block pedestrian pathway shall be maintained at no public expense. The owner of the property on which the alley is located shall maintain it by keeping the area clean and free of litter and by keeping it in an acceptable state of repair. Conditions intended to assure continued maintenance of the right-of-way for the actual lifetime of the building giving rise to the open space requirement may be imposed in accordance with the provisions of Section 329 for Eastern Neighborhoods Mixed Use Districts.
 - b. **Informational Plaque.** Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the alley and stating the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.
 - c. Property owners providing a pathway or alley under this section will hold harmless the City and County of San Francisco, its officers, agents and employees, from any damage or injury caused by the design, construction or maintenance of the right-of-way, and are solely liable for any damage or loss occasioned by any act or neglect in respect to the design, construction or maintenance of the right-of-way.

6. **Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org*

7. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant impacts to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:
 - A. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
 - B. On-site, in a driveway, underground;
 - C. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
 - D. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding impacts on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
 - E. Public right-of-way, underground; and based on Better Streets Plan guidelines;
 - F. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
 - G. On-site, in a ground floor façade (the least desirable location).

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

AFFORDABLE HOUSING

8. **Land Dedication Alternative.** The Project Sponsor has chosen to satisfy the affordability requirement for the Project through a combination of land dedication and on-site pursuant to Planning Code Section 419.5. A portion of 801 Brannan Street is dedicated to the Mayor's Office of Housing (MOH) for the purpose of developing affordable housing units. The land dedication would satisfy the entire affordability requirement for 1 Henry Adams, which would have been 38 units. The land dedication also partially satisfies the affordability requirement for 801 Brannan Street, which would have been 69 units.

The Project Sponsor has been in discussions with the Mayor's Office of Housing (MOH) and the Planning Department. On January 9, 2013, MOH provided a letter to the Planning Department

that confirmed that the site that the Project Sponsor has selected, a portion of 801 Brannan [Block 3783 / Lot 001], is acceptable under Planning Code Section 419.5(2), subject to the following conditions precedent:

- Developer must demolish the existing improvements on the Dedication Site in a manner equivalent to the extent of the demolition on the Brannan Principal Site, including the removal of the railroad platforms and other concealed conditions.
- After demolition Developer must cap the site to prevent the off-site migration of contaminated soils and shall, at its sole expense, maintain the Dedication Site in good order, condition and repair, reasonable wear and tear excepted, and otherwise operate the Dedication Site in the same manner as if Developer were retaining the Dedication Site, until the date fee title to the Dedication Site is transferred to the City.
- Developer to deposit in escrow \$706,250 required for the full remediation of ubiquitous contaminants at the Dedication Site as established in that certain letter from Stellar Environmental Solutions, Inc., dated August 1, 2012, and attached as Exhibit A to this letter. Funds will be released from escrow to cover any and all costs for the excavation and offsite disposal of approximately 4,306 tons of Class 1 lead-contaminated soil at the Dedication Site.
- Developer to subdivide the property to create the Dedication Site as a separate legal parcel, to be evidenced by a completed ALTA Survey to be approved by the City.
- Where the Environmental Impact Report (EIR) requires mitigations and improvement measures affecting the Brannan Principal Site in its entirety or the Henry Adams Principal Site, Developer to complete the measures for the Dedication Site as well as the Principal Sites. Mitigations and improvements to include C-TR-38 (signalization for problem intersection of Division/Rhode Island), M-HZ-1 (EN-K-1) (hazardous building materials such as fluorescent lights and PCBs to be surveyed and abated), I-TR-5 (striping on 7th at Brannan), I-TR-22a (pedestrian crosswalk striping), I-TR-22b (corner bulbout at NW corner of Alameda/Rhode Island), Hazards 3(a) (Site Mitigation Plan for soil to the Department of Public Health, either as part of such Plan for the Brannan Principal Site or as a separate plan for the Dedication Site), and 3(b) (potential Underground Storage Tanks at Brannan Street). This condition may be addressed by the Planning Commission's Conditions of Approval, to require the mitigation work to occur over the course of the development of the Brannan Principal Site.
- Developer to perform necessary utility infrastructure planning and design for a total of 158 units (the proposed 150 affordable units plus 5%) to be developed at the Dedication Site, in conjunction with total infrastructure calculations for wet and dry utilities services for the Principal Site. Developer to include MOH in efforts to coordinate joint trench design and in outreach to utility service providers.
- Developer to deliver marketable and insurable fee simple title to the Dedication Site, the Improvements and the Appurtenances, by duly executed and acknowledged grant deed, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing

statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens and encumbrances, other than those exceptions approved by MOH. At a minimum, Developer must either remove or mitigate to MOH's satisfaction the following exceptions on the title report dated August 21, 2012:

- Exception 5 – encroachment of Lot 7 improvements
- Exception 9 – obligations related to the Lot 8 easement
- Exception 10 – responsibility for maintaining vehicular access area
- Exception 15 – Agreement Imposing Restrictions

Satisfaction of the requirements under Planning Code Section 419 for the project through the land dedication alternative and the transfer of the site are subject to the approval of the Board of Supervisors.

In order to qualify for the land dedication alternative, all of the conditions precedent must be satisfied, and the fee title transferred to the City. In the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, or in-lieu fee.

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

9. **On-Site Alternative.** Pursuant to Planning Code Section 419, the Project has elected to satisfy the affordability requirement through a combination of land dedication and on-site alternatives as discussed in Condition No. 8. The project is therefore required to provide 8.14% of the proposed dwelling units as affordable to qualifying households and 37,800 square feet of space for land dedication. The Project contains a total of 671 units (432 units at 801 Brannan Street and 239 units at 1 Henry Adams Street); therefore, 55 affordable units are required. The Project Sponsor will fulfill this requirement by providing the 55 affordable units on-site at 801 Brannan Street and 37,800 square feet of area for land dedication. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing ("MOH"). In the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, or in-lieu fee.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

10. **Unit Mix.** The Project contains 6 flexible-occupancy, 75 studios, 166 one-bedroom, 176 two-bedroom, and 9 three-bedroom units; therefore, the required affordable unit mix is 10 studios, 22 one-bedroom, 22 two-bedroom, and 1 three-bedroom units, for a total of 55 affordable units to be provided on-site at 801 Brannan Street. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOH.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

11. **Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

12. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than 12 percent (12%) of the each phase's total number of dwelling units as on-site affordable units.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

13. **Duration.** Under Planning Code Section 419.8, all units constructed pursuant to Section 419.6, must remain affordable to qualifying households for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

14. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 419 et seq. of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 419. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOH at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at:

<http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.

As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate

units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.

- b. If the units in the building are offered for sale, the affordable unit(s) shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average of one hundred (100) percent of the median income for the City and County of San Francisco as defined in the Inclusionary Affordable Housing Program, an amount that translates to ninety (90) percent of Area Median Income under the income table called "Maximum Income by Household Size" derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco. The initial sales price of such units shall be calculated according to the Procedures Manual. Limitations on (i) reselling; (ii) renting; (iii) recouping capital improvements; (iv) refinancing; and (v) procedures for inheritance apply and are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOH shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOH at least six months prior to the beginning of marketing for any unit in the building.
- d. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.
- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOH or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 419.6 instead of payment of the Affordable Housing Fee, and has submitted the Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 419 to the Planning Department stating the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City provided herein. The Project must execute the Costa Hawkins agreement within 60 days of Planning Commission approval or must revert to payment of the Affordable Housing Fee.

- g. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 419 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOH and pay interest on the Affordable Housing Fee at a rate equal to the Development Fee Deferral Surcharge Rate in Section 107A.13.3.2 of the San Francisco Building Code and penalties, if applicable.

PARKING AND TRAFFIC

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

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

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

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

EASTERN NEIGHBORHOODS INFRASTRUCTURE IMPACT FEE

- 17. **Impact Fees.** The Eastern Neighborhoods Public Benefits Fund is implemented in part through district-specific Eastern Neighborhoods Impact Fee which applies to the Project Area. Fees shall be charged on net additions of gross square feet which result in a net new residential unit, contribute to a 20 percent increase of non-residential space in an existing structure, or create non-

residential space in a new structure. Fees shall be assessed on residential use, and on non-residential use within each use category of Cultural/Institution/Education; Management, Information & Professional Service; Medical & Health Service; Retail/Entertainment; and Visitor Services; with no substitutions across uses. Fees shall be assessed on mixed use projects according to the gross square feet of each use in the project. The project is within the Impact Fee Tier 1 for residential, which requires \$8 per gross square-foot of residential space, and Tier 2 for non-residential, which requires \$10 per gross square-foot of non-residential space.

Prior to the issuance by the Department of Building Inspection (DBI) of the first site or building permit, the sponsor of any project subject to the Eastern Neighborhoods Impact Fee shall pay to the Treasurer according to the schedule in Table 423.3. Planning Code Section 423.3 also provides alternatives satisfying this requirement.

PROVISIONS

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

MONITORING

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

OPERATION

21. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For*

information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>

22. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

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

23. **Mitigation Measures**

Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval. In addition, implementation of mitigation measures on the Dedication Site, as detailed in Condition 8 above, is required should the land transfer occur. Some of these measures will be implemented after the land transfer occurs.



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

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

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Planning Commission Motion No. 18794

HEARING DATE: JANUARY 24, 2013

Date: January 10, 2013
Case No.: 2012.0701X
Project Address: 1 Henry Adams Street
Zoning: UMU (Urban Mixed Use) Zoning District
 68-X Height and Bulk District
Block/Lots: 3911 / 001
Project Sponsor: Archstone
 807 Broadway, Suite 210
 Oakland, CA 94607
Staff Contact: Ben Fu – (415) 558-6613
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ADOPTING FINDINGS RELATING TO LARGE PROJECT AUTHORIZATION PURSUANT TO PLANNING CODE SECTION 329 TO ALLOW THE CONSTRUCTION OF TWO NEW SIX-STORY, 68-FOOT BUILDINGS CONSISTING OF UP TO 239 DWELLING UNITS, TO ALLOW EXCEPTIONS INCLUDING (1) REAR YARD PURSUANT TO PLANNING CODE SECTION 134, (2) STREET FRONTAGE REQUIREMENTS PURSUANT TO PLANNING CODE SECTION 145.1, (3) OFF-STREET LOADING PURSUANT TO PLANNING CODE SECTION 152.1, (4) HORIZONTAL MASS REDUCTION PURSUANT TO PLANNING CODE SECTION 270.1, AND TO ADOPT FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. THE SUBJECT PROPERTY IS LOCATED WITHIN THE UMU (URBAN MIXED USE) ZONING DISTRICT AND A 68-X HEIGHT AND BULK DESIGNATION.

PREAMBLE

On May 31, 2012, Archstone (Project Sponsor) filed an application with the Planning Department (hereinafter "Department") for Large Project Authorization under Planning Code Section 329 to allow construction of two new six-story, 68-foot tall buildings consisting of up to 239 dwelling units, approximately 11,770 square feet of ground floor retail, and parking for up to 164 spaces, and exceptions including rear yard, street frontage, off-street freight loading, and horizontal mass reduction within the UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk Designation.

On January 24, 2013, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2000.618E consisting of the Draft EIR and the Comments and Responses document, and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines.

The Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, and other experts and the administrative files for the Project and the EIR. The Project and EIR files have been made available for review by the Planning Commission and the public, and those files are part of the record before this Commission.

Planning Department staff prepared proposed findings, as required by CEQA, (CEQA Findings) and a proposed Mitigation, Monitoring and Reporting Program (MMRP), which material was made available to the public and the Commission for the Commission's review, consideration and action.

This Commission has reviewed and considered the FEIR and hereby adopts the CEQA Findings, including the statement of overriding considerations, attached hereto as Exhibit B and incorporated herein as part of this Motion by this reference thereto, and adopts the MMRP attached to this Motion as Exhibit C and incorporated herein as part of this Motion by this reference thereto.

On January 24, 2013, the Commission adopted findings pursuant to CEQA as set forth in Motion No. 18794, which findings are incorporated herein by this reference thereto as if fully set forth in this Motion.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2012.0701X at 1650 Mission Street, Fourth Floor, San Francisco, California.

On January 24, 2013, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2012.0701X.

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

MOVED, that the Commission hereby authorizes the Large Project Authorization requested in Application No. 2012.0701X, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The 1 Henry Adams Street site is bounded by 358-foot long Rhode Island Street to the north and Henry Adams Street to the south, and 200-foot frontage at Alameda Street to the east and Division Street to the west, for a total lot size of approximately 71,600 square feet. The 1 Henry Adams Street project site contains three existing buildings: 3 and 5 Henry Adams Street, a one-story metal shed structure constructed in 1970, 55 Division Street, a two-story reinforced concrete building constructed in 1944, and 40 Rhode Island Street, a one-story, reinforced concrete building constructed in 1937. The project site is located in an UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk District.

The proposed project is identified as Variant Three in the FEIR and is associated with the development at 801 Brannan Street. The 801 Brannan project proposes demolition of existing structures and the construction of a new six-story, 68-foot tall building with up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces, and Planning Code exceptions for rear yard, off-street freight loading, and horizontal mass reduction. 1 Henry Adams Street is combining its affordability requirement with the proposal at 801 Brannan Street and has elected to satisfy the requirement for the Project through a combination of land dedication and on-site alternatives. Both the land dedication and on-site affordable units will be provided at the 801 Brannan site.

3. **Surrounding Properties and Neighborhood.** The 1 Henry Adams Street project site occupies the entire block bounded by Division, Alameda, Rhode Island, and Henry Adams Streets. The blocks south and west of the project site have been identified as a potential historic district significant as an important collection of heavy-timber and steel-frame brick warehouse and factory buildings constructed between 1893 and 1929. In the vicinity of the project site, contributors to this potential district include 2 Henry Adams Street, a four-story, brick building constructed in 1915, and 101 Henry Adams Street, a four-story, brick building constructed in 1906; these buildings are on the opposite sides of Henry Adams Street and Alameda Street, respectively, from the subject project site. Other properties in the vicinity contain one- to five-story industrial/commercial buildings and design-related uses or surface parking lots. Majority of the surrounding blocks south of Division Street are zoned PDR-1-D. Majority of blocks north of Division Street are zoned UMU.
4. **Project Description.** The project proposes the construction of two new six-story, 68-foot building consisting of up to 239 dwelling units, approximately 11,770 square feet of ground floor retail, and parking for up to 164 spaces, and Planning Code exceptions including (1) rear yard from Planning Code Section 134, (2) open space from Planning Code Section 135, (3) dwelling unit exposure from Planning Code Section 140, (4) off-street loading from Planning Code Section 152.1, (5) horizontal mass reduction from Planning Code Section 270.1.

The proposed project is identified as Variance Three in the FEIR and is associated with the development at 801 Brannan Street. The project proposes demolition of existing structures and the construction of a new six-story, 68-foot building construction of a new six-story, 68-foot building consisting of up to 432 dwelling units, approximately 19,650 square feet of ground floor retail, and parking for up to 422 spaces, and Planning Code exceptions for rear yard, off-street freight loading, and horizontal mass reduction.

5. **Public Comment.** The Department has received general inquiries on the proposed project from members of the public expressing concerns on the timing of construction and the accommodation of tenants in the existing buildings.

6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

A. **Zoning District.** The project site is located within Urban Mixed Use (UMU) District in the South of Market neighborhood. The UMU District is intended to promote a vibrant mix of uses while maintaining the characteristics of this formerly industrially-zoned area. It is also intended to serve as a buffer between residential districts and PDR districts in the Eastern Neighborhoods. Within the UMU, allowed uses include production, distribution, and repair uses such as light manufacturing, home and business services, arts activities, warehouse, and wholesaling. Additional permitted uses include retail, educational facilities, and nighttime entertainment. Housing is also permitted, but is subject to higher affordability requirements. Family-sized dwelling units are encouraged. The project proposes retail and residential uses that include 40 percent two-bedroom unit, or family-sized units in the UMU Zoning District.

B. **Use.** Planning Code Section 843 identifies residential use and various nonresidential uses as principally permitted uses in the UMU Zoning District. In general, the principally permitted uses are industrial and business service, assembly and social service, retail, recreation and arts, and residential.

The proposed residential and retail uses are compatible and consistent with the zoning designation. The exceptions sought after are necessary to allow maximum number of units and to provide a desirable design.

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

The Project does not comply with the rear yard requirement and is seeking an exception as part of the Large Project Authorization (See discussion below).

D. **Residential Open Space.** Planning Code Section 135 requires that usable open space be located on the same lot as the dwelling units it serves. At least 80 square feet of usable open space per dwelling unit, or 54 square feet per dwelling unit of publicly accessible open space, is required. Up to 50 percent of the publicly accessible open space may be provided off-site.

The Project has a residential open space requirement of up to 19,120 square feet of usable open space if private, or 12,906 square feet of publically accessible open space.

The Project includes two podium courtyards and a roof garden that total of approximately 11,600 square feet. The Project also includes public accessible open space for approximately 10,200 square feet. The combination of the open spaces and mews total approximately 21,800 square feet, satisfying the minimum open space requirements.

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

The Project is required to provide at least 53 square feet of commercial open space. The proposed open space satisfies the square footage and dimensional requirements.

- F. **Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires improvement of the public right-of-way associated with development projects. The owner or developer of a new building in this District must install street trees. Each street tree must be a minimum of 24-inch box for every 20 feet of frontage of the property along each street or public alley with any remaining fraction of 10 feet or more of frontage requiring an additional tree. Planning Code Section 138.1 also requires streetscape and pedestrian elements in conformance with the Better Streets Plan when a project is on a lot that is greater than ½-acre in total area and the project includes new construction.

The project has a tree requirement of 18 at both the Rhode Island and Henry Adams Street frontages, and 10 at both Division and Alameda Streets. The project proposes 18 street trees at both the Rhode Island Street and the Henry Adams Street frontages, nine trees at the Division Street frontage, and ten trees at the Alameda Street frontage. The project sponsor will pay an in-lieu fee for one tree at the Division Street frontage pursuant to Planning Code Section 428 prior to the issuance of a certificate of occupancy for the project.

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

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

- H. **Dwelling Unit Exposure.** Planning Code Section 140 requires dwelling units to have at least one window facing a street, alley, or a Code-complying rear yard. All 239 proposed dwelling units will meet the requirement.
- I. **Street Frontages.** Planning Code Section 145.1 requires the following for street frontages in Eastern Neighborhood Mixed Use Districts: (1) not more than 1/3 the width of the building facing the street may be devoted to ingress/egress to parking; (2) off-street parking at street grade must be set back at least 25 feet; (3) "active" use shall be provided within the first 25 feet of building depth at the ground floor; (4) ground floor non-residential uses in UMU zoning districts shall have a floor-to-floor height of 17-feet; (5) frontages with active uses shall be fenestrated with transparent windows; and, (6) decorative railings or grillwork placed in front of or behind ground floor windows, shall be at least 75 percent open to perpendicular views.

The project meets the requirements of Section 145.1 as follows: (1) providing two 14-foot wide garage openings, which total less than 1/3 the width of the approximately 216-foot wide building; and (2) providing transparent windows at the ground floor active use. The project requests exceptions for (1) all off-street parking spaces are set back less than 25 feet at Rhode Island and Alameda Streets; (2) incorporating active uses on all street frontages, including commercial, dwellings with stoops and flex units within the first 16 feet of the building depth at ground floor; (3) providing a floor-to-floor ground floor height of 16 to 17 feet for the non-residential frontages.

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

Based on the proposed dwelling unit mix, the maximum parking ratio permitted is .76 space per dwelling unit, or a total of 182 spaces, which reflects two-bedroom-plus units that meet the square footage requirement. The project proposes a parking ratio of approximately .69 spaces per dwelling unit, or 164 spaces. The project complies with maximum parking requirement mandated by the Planning Code.

- K. **Off-Street Loading.** Planning Code Section 152.1 requires two off-street freight loading spaces for a residential use in UMU Districts when the gross floor area is between 200,001 and 500,000 square feet, and one space for a commercial use between 10,001 and 30,000 square feet. The project has a three-space requirement.

The project proposes four loading spaces at curbside, with two on Rhode Island Street and one each on Alameda and Division Streets. Therefore, an exception has been requested as part of the Large Project Authorization (See discussion below).

- L. **Bicycle parking.** Planning Code Section 155.4 requires commercial and industrial projects where the gross square footage of the floor area exceeds 25,000 square feet but is no greater than 50,000 feet, 3 bicycle spaces are required. Planning Code Section 155.5 requires projects

over 50 dwelling units to provide 25 Class 1 spaces plus one Class 1 space for every 4 dwelling units over 50.

The project proposes an approximately 11,770 square feet of retail and industrial spaces, less than the square footage trigger of 25,000 square feet. Therefore, no bicycle parking is provided for commercial uses as it is not required. The proposed 239 dwelling units require 72 bicycle parking spaces. The project complies with this requirement by providing up to 240 bicycle parking spaces.

- M. **Car Share.** Planning Code Section 166 requires two spaces plus 1 for every 200 dwelling units over 200.

The project meets the minimum requirement by providing two car share spaces.

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

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

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

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

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

The Project will provide 41 percent of the dwelling units as 2-bedroom units or larger (100 units).

- Q. **Height Limit.** Planning Code Section 260 requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height. The Project Site is within a 68-foot Height District.

The Project complies. The height of the roof is no higher than 68 feet.

- R. **Horizontal Mass Reduction.** Planning Code Section 270.1 requires any project with a frontage of more than 200 feet to incorporate one or more mass reduction breaks in the building that reduce the horizontal scale of the building into discrete sections not more than 200 feet in length. The minimum dimensions required for such a break are 30 feet of width and 60 feet of depth above 25 feet.

The Project does not comply with the horizontal reduction requirement and is seeking an exception as part of the Large Project Authorization (See discussion below).

- S. **Inclusionary Affordable Housing Program.** Planning Code Section 419 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 419.3, these requirements would apply to projects that consist of five or more units, where the first application was applied for on or after July 18, 2006. Under Planning Code Section 419.6, the Land Dedication Alternative may be elected as an alternative to the inclusionary housing component. As further described in Planning Code Section 419.5(a)(2), an Applicant may dedicate a portion of the total development area of the principal site to the City and County of San Francisco for the purpose of constructing units affordable to qualifying households. To meet this requirement, the developer must convey title to land in fee simple absolute to the Mayor's Office of Housing (MOH). The dedicated site must result in a total amount of inclusionary units not less than 40 units; however, MOH may conditionally approve and accept dedicated sites which result in no less than 25 units at their discretion. Per Planning Code Section 419.2, all sites within the UMU Zoning District electing to utilize the land dedication alternative would be subject to the "Tier A" requirements. 1 Henry Adams Street is combining its requirement with the proposal at 801 Brannan Street.

The Project Sponsor has elected to pursue a combination of the land dedication and on-site alternatives to meet the inclusionary affordable housing program requirements. The Project Sponsor has demonstrated that it is eligible for the On-Site and Land Dedication Affordable Housing Alternative under Planning Code Section 419.5, and has submitted a 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 419,' to satisfy the requirements of the Inclusionary Affordable Housing Program by providing the affordable housing through on-site and land dedication instead of through payment of the Affordable Housing Fee. In the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, in-lieu fee or a combination thereof. In order for the Project Sponsor to be eligible for the On-Site Affordable Housing Alternative, the Project Sponsor must submit an 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 419,' to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project or submit to the Department a contract demonstrating that the project's on- or off-site units are not subject to the Costa Hawkins Rental Housing Act, California Civil Code Section 1954.50 because, under Section 1954.52(b), the Project Sponsor has entered into an agreement with a public entity in consideration for a direct financial contribution or any other form of assistance specified in California Government Code Sections 65915 et seq. All such contracts entered into with the City and County of San Francisco must be reviewed and approved by the Mayor's Office Housing and the City Attorney's Office. The Project Sponsor has indicated intent in writing to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City and approved herein. The Project Sponsor submitted such Affidavit on December 17, 2012. In the event the land dedication process is not completed, and the developer elects to satisfy the requirements under Planning Code Section 419 through on-site, the following conditions will apply to on-site below market rate affordable housing units: The Project contains 6 flexible-occupancy, 32 studios, 103 one-bedroom, 90 two-bedroom, and 10 three-bedroom

units; therefore, the required affordable unit mix is 5 studios, 17 one-bedroom, 15 two-bedroom, and 1 three-bedroom units. If the Project becomes ineligible to meet its Inclusionary Affordable Housing Program obligation through the On-site Affordable Housing Alternative, it must pay the Affordable Housing Fee with interest, if applicable. The Project must execute the agreement documenting the exception to Costa Hawkins prior to Planning Commission approval or must revert to payment of the Affordable Housing Fee.

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

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

A. Overall building massing and scale;

The Project conforms to the applicable height and bulk requirements. The community in the vicinity of the Project is constantly evolving with development in the region and the recent Eastern Neighborhoods Area Plans, and contains a range of building masses. The project, with residential and retail, will be consistent with the existing and evolving character of the area. The Project massing will improve the character of the neighborhood and general pedestrian accessibility by providing a midblock mews that allows pedestrian access from Rhode Island Street to Henry Adams Street, breaking up the 358-foot continuous block layout that is not conducive to pedestrian walkability. The project also provides interior courtyards which serve to divide the mass of the buildings into more distinct elements.

B. Architectural treatments, facade design and building materials;

The architecture of this Project responds to the site's transitional location by combining elements of industrial and residential. The Project's facades all present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including metal panel cladding, cement plaster, metal/wood/brick storefronts and windows. The metal punched window openings with cement plaster recesses on the aluminum framed building provide a stimulating and visually interesting buffer between the I-80 and 101 Freeway split and Potrero Hill to the south. Variations in fenestration and treatment of the building facades allow the architecture to read as distinct pieces of a whole.

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

The ground floor of the building is active with retail oriented and viable spaces along all four frontages, which interact and lead to the active residential spaces with transparent storefront along the mews. Exposed residential entries are on every façade as expressed by the architecture of the building via stoops, recessed entries and landscaped metal screens. The Project's retail spaces are located at Division

and Henry Adams Streets. "Flexible-Occupancy" units are also proposed at Rhode Island and Alameda Streets, and at the publicly accessible mews. A publicly accessible mews provides public seating; shade, trees, green space, and serve as a pedestrian connection between Rhode Island and Henry Adams Streets. The retail facades are carved out at the ground floor, inviting pedestrians, and providing an opportunity for outdoor seating. Retail spaces have an average between 16- and 18-foot floor-to-floor heights at the ground floor. Curb cuts are minimized to two parking access points along Rhode Island Street for entire project. Street trees along all street frontages are proposed per the Planning Code, with the exception of building entries and at the vehicular access points.

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

The Project provides adequate open space, all on-site. The open spaces are provided in the form of courtyards and accessible mews, and private roof deck and podium courtyards. The total open spaces provided exceed the total square footage required.

- E. The provision of mid-block alleys and pathways on frontages as required by the criteria set forth in Section 270, and the design of mid-block alleys and pathways as required by and pursuant to the criteria set forth in Section 270.2, as follows;

1. Generally be located as close to the middle portion of the subject block face as possible, perpendicular to the subject frontage and connect to existing adjacent streets and alleys;

The proposed mid-block pathway is perpendicular to and provides access to Rhode Island and Henry Adams Streets. The proposed mews also provides a visual connection through the property and to both streets. The location of the mews is as close to the middle portion of the subject block as possible, to allow interior exposure for dwelling units to light and air and to provide more than double the required width.

2. Provide pedestrian access;

The proposed mid-block pathways will provide direct pedestrian access from Rhode Island to Henry Adams, and will provide direct access to ground floor Flexible-Occupancy units and the residential lobby. The flex units can be residential or principally permitted non-residential uses such as retail, arts activities, trade shops, or catering services.

3. Provide no, limited or full vehicular access, as specific conditions warrant;

The proposed mid-block pathway will provide no vehicular access.

4. Have a minimum width of 20 feet from building face to building face, exclusive of those obstructions allowed pursuant to Section 136, and a minimum clearance height from grade of 15 feet at all points;

The proposed mid-block pathway has a width of 39 feet at the ground level and expands to 72 feet toward the center of the property. The pathway is completely open, with no obstructions pursuant to Section 136 or otherwise. The proposed private balconies do not extend into the pathway.

5. Have a minimum clear walking width of 10 feet free of any obstructions in the case of a pedestrian-only right-of-way, and dual sidewalks each of not less than 6 feet in width with not less than 4 feet minimum clear walking width in the case of an alley with vehicular access;

The proposed mid-block pathway will act as a park and will include a cleared walking width in excess of 10 feet.

6. In the Eastern Neighborhoods Mixed Use Districts, be at least 60% open to the sky, including those encroachments permitted in front setbacks by Section 136 of this Code;

The proposed mid-block pathway will be 100 percent open to the sky.

7. Provide such ingress and egress as will make the area easily accessible to the general public;

The proposed mid-block pathways will have a minimum frontage of 39 feet along both Rhode Island and Henry Adams Streets.

8. Be protected from uncomfortable wind, as called for elsewhere in this Code;

The proposed mid-block pathway will not be significantly impacted by uncomfortable wind.

9. Be ungated and publicly accessible 24 hours per day, as defined elsewhere in this Section;

The proposed mid-block pathway will not be gated and will be publicly accessible 24 hours per day.

10. Be provided with appropriate paving, furniture, and other amenities that encourage pedestrian use, and be landscaped to greatest extent feasible;

A line of trees will buffer the pathways. The pathway offers connection from Rhode Island Street to Henry Adams Streets.

11. Be provided with ample pedestrian lighting to ensure pedestrian comfort and safety;

The proposed mid-block pathway will have ample lighting to ensure comfort and safety for the users.

12. Be free of any changes in grade or steps not required by the underlying natural topography and average grade;

The proposed mid-block pathway will be designed to accommodate the existing grade change.

13. Be fronted by active ground floor uses, as defined in Section 145.1, to the extent feasible;

The proposed mid-block pathways will be fronted by ground floor Flexible-Occupancy units and commercial uses and a residential lobby.

14. New buildings abutting mid-block alleys provided pursuant to this Section 270.2 shall feature upper story setbacks according to the provisions of Section 261.1.

The proposed mid-block pathway is over 39 feet wide at grade and expands to approximately 72 feet towards the center of the property. The Project effectively provides a 10-foot setback.

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

The Project proposes the installation of street trees along all frontages and open spaces, sidewalk improvements, and publicly accessible mews connecting Rhode Island and Henry Adams Streets.

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

The Project provides appropriate ingress/egress to the proposed alley. The project is not anticipated to create traffic problems. Ingress/egress is proposed on only one street frontage, to minimize possible circulation conflicts and congestion. Additionally, the proposed mid-block pedestrian pathway will improve circulation on a 358-foot block.

- H. Bulk limits;

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

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

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

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

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

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

The Project is occupied by residential uses, ground floor retail, flex units, and a comparable amount of readily accessible open space. Per the Planning Code, the required rear yard should equal 25 percent of the lot area, which is approximately 17,680 square feet for this property. The proposed mid-block pathways, inner courtyard and public open spaces combine to provide approximately 21,800 square feet.

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

The Project will occupy an independent rectangular lot bounded by Rhode Island, Alameda, Henry Adams, and Division Streets, with plenty of open space in the form of a public mews, roof deck, and courtyards. The mews has a minimum width of 39 feet that increases to 72 feet toward the center of the property. The Project will result in no significant impediment to light and air from adjacent properties.

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

The project is located on its own block with no adjacent buildings. Therefore, the project itself defines the open space for the block. No adjacent projects exist on this block.

- B. Planning Code Section 145.1 requires active uses on the ground floor. The project requests exceptions for (1) all off-street parking spaces are set back less than 25 feet at Rhode Island and Alameda Streets; (2) incorporating active uses on all street frontages, including commercial, dwellings with stoops and flex units within the first 16 feet of the building depth at ground floor; (3) providing a floor-to-floor ground floor height of 16 to 17 feet for the non-residential frontages.

This deviation is needed to ensure adequate vehicular maneuverability in the ground floor parking area. This exception will not be visible from the street, and the overall intent of the Section 145.1 will still be met as active uses mostly frame the ground floor. Due to the existing two-foot grade differential at sidewalks, having a flush grade is not possible if the commercial space were to remain level.

- C. Planning Code Section 152.1 requires two off-street freight loading spaces for a residential use in UMU Districts when the gross floor area is between 200,001 and 500,000 square feet, and one space for a commercial use between 10,001 and 30,000 square feet. The project has a three-space requirement. The project proposes four loading spaces at curbside, with two on Rhode Island Street and one each on Alameda and Division Streets.

Providing interior loading areas would significantly alter the building configuration and coverage, resulting in larger or more curb cuts and reduce active ground floor uses. The on-street loading zones are in close proximity to building entrances and will likely be more utilized and provide easier access.

- D. Planning Code Section 270.1 requires any project with a frontage of more than 200 feet to incorporate one or more mass reduction breaks in the building that reduce the horizontal

scale of the building into discrete sections not more than 200 feet in length. The minimum dimensions required for such a break are 30 feet of width and 60 feet of depth above 25 feet. Although a 76-foot wide break is provided at the Rhode Island Street frontage, the proposed 38-foot depth does not meet the minimum depth of 60 feet. Although the courtyard at Henry Adams Street meets both the width and depth requirements, it begins at 28 feet above grade rather than the required 25 feet.

In granting an exception for horizontal mass reductions, the Planning Commission shall consider the following criteria per Planning Code Section 270.1(d).

1. No more than 50 percent of the required mass is reduced unless special circumstances are evident;

Although it does not have the minimum depth, the proposed reduction is 1.6 times larger in square footage (2,888) than the requirement (1,800). The mass reduction provided at the Rhode Island Street façade for the South Building sufficiently divides the building mass. The special circumstance for the Project is that the vast majority of developments large enough to trigger this requirement will include double-loaded corridors to access its dwelling units, as it is the most efficient means of doing so. A mass reduction break that is 60 feet deep makes this extremely difficult, and would effectively reduce the Project into multiple smaller buildings. This in turn could result in fewer units, thus significantly impacting the creation and affordability of new units in the City. Additionally, providing a wider mass reduction, at grade and above, on a large frontage is an effective alternative to separating the building mass. The proposed 10,200-square-foot mews provides a break through the property and connects Rhode Island Street with Henry Adams Streets.

2. The depth of any mass reduction breaks provided is not less than 15 feet from the front facade, unless special circumstances are evident;

One of the proposed building breaks is 76 feet wide and 38 feet deep, while the other is 76 feet wide and 80 feet deep. Both well exceeds the 15-foot dimension. The sizes of proposed mass reductions are larger than the requirement.

3. The proposed building envelope can be demonstrated to achieve a distinctly superior effect of reducing the apparent horizontal dimension of the building; and

As discussed above, although the proposed larger mass reduction does not meet the depth requirement, it does exceed the overall square footage and is an effective alternative to separate the building mass.

4. The proposed building achieves unique and superior architectural design.

The building achieves unique and superior architectural design by including a publicly accessible mews of approximately 10,200 square feet and two podium courtyards totaling approximately 8,000 square feet. Additionally, the building proposes modular articulations and notches, as opposed to the code-required single break. Further, the building contains varied building materials,

colors, and recesses at the façade to create a unique and vibrant architectural rhythm through juxtaposition of these materials. The unique design of the Project is emphasized through the horizontal breakdown, the depth and hierarchy of the design elements, the overlying organization of the frames, and the recessed punched windows. Finally, the mews functions as an interior park angled at the southwest direction for maximum sun exposure.

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

HOUSING

Objectives and Policies

OBJECTIVE 1

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

Policy 1.1

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

Policy 1.8

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

The Project is a high density mixed-use development in an underutilized, transitioning industrial area. The Project site is a large opportunity site that is currently underdeveloped. The area around the Project site was recently rezoned to UMU as part of a long range planning goal to create a cohesive, high density residential and mixed-use neighborhood. The project will provide affordable housing as mandated by the Planning Code.

OBJECTIVE 11

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

Policy 11.1

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

Policy 11.2

Ensure implementation of accepted design standards in project approvals.

Policy 11.3

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

Policy 11.4

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

Policy 11.5

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

Policy 11.6

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

Policy 11.8

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

The architecture of this Project responds to the site's location and provides a design that blends industrial elements and the contemporary architecture styles of the residential. The Project's facades all present fenestration patterns and scale similar to the expressed frame of residential and industrial uses common in the area. The exterior is designed with modern materials including metal panel cladding, cement plaster, metal/wood/brick storefronts and windows. The metal punched window openings with cement plaster recesses on the aluminum framed building provide a stimulating and visually interesting buffer between the I-80 and 101 Freeway split and Potrero Hill to the south. Variations in fenestration and treatment of the building facades allow the architecture to read as distinct pieces of a whole. Ground floor commercial spaces and the interior mews allow for areas for community interaction.

OBJECTIVE 12

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

Policy 12.2

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

The Project provides adequate open space, all on-site. The open spaces are provided in the form of a private court, a publicly accessible courtyard and mews. The open space areas are tentatively designed to include a play area, built-in seating and ample landscaping. The mews will function as a mid-block park.

RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 4:

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

Policy 4.5:

Require private usable outdoor open space in new residential development.

Policy 4.6:

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

The Project will create private and public outdoor open space areas in a new residential mixed-use development through private balconies, podium courtyard, and ground floor open spaces. It will not cast shadows over any open spaces under the jurisdiction of the Recreation and Park Department. Additionally, a new pedestrian pathway will be created to connect Rhode Island Street with Henry Adams Street.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 24:

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

Policy 24.2:

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

Policy 24.3:

Install pedestrian-serving street furniture where appropriate.

Policy 24.4:

Preserve pedestrian-oriented building frontages.

The Project will install street trees at approximately 20 foot intervals along all four frontages. Frontages are designed with active spaces oriented at the pedestrian level. The proposed mid-block mews provides pedestrian connection through the site.

OBJECTIVE 28:

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

Policy 28.1:

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

Policy 28.3:

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

The Project includes 150 bicycle parking spaces in secure, convenient locations on the ground floor.

OBJECTIVE 34:

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

Policy 34.1:

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

Policy 34.3:

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

Policy 34.5:

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

The Project has a parking to dwelling unit ratio of .69 spaces per unit. The parking spaces are accessed by two ingress/egress points at Rhode Island Street. Parking complies with efforts to reduce off-street parking in Eastern Neighborhoods.

URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1:

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

Policy 1.7:

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

OBJECTIVE 2:

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

Policy 2.6:

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

The Project is located within the South of Market/Showplace area that is transitioning from industrial uses to a mid- to high-density residential mixed-use neighborhood. As such, the proposed building provides more intricate street façades that respond to the existing industrial built environment, while respecting the residential influences of the buildings.

OBJECTIVE 4:

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

Policy 4.5:

Design walkways and parking facilities to minimize danger to pedestrians.

Policy 4.13:

Improve pedestrian areas by providing human scale and interest.

While the rectangular lot has four street frontages, it only provides two vehicular access points for the entire project, limiting conflicts with pedestrians and bicyclists. Numerous street trees will be planted on each façade, ample public and private open spaces, ground floor active uses, and ground floor flexible occupancy units directly accessing the street. The pedestrian experience along the Project site will be improved.

SHOWPLACE SQUARE/POTRERO AREA PLAN

Objectives and Policies

OBJECTIVE 1.2

IN AREAS OF SHOWPLACE/POTRERO WHERE HOUSING AND MIXED USE IS ENCOURAGED, MAXIMIZE DEVELOPMENT POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER

The project maximizes its development potential while remaining in keeping with the neighborhood character.

OBJECTIVE 1.7

RETAIN THE ROLE OF SHOWPLACE SQUARE AS AN IMPORTANT LOCATION FOR PRODUCTION, DISTRIBUTION, AND REPAIR (PDR) ACTIVITIES, FOCUSING IN PARTICULAR ON DESIGN RELATED ACTIVITIES.

Policy 1.7.3

Require development of flexible buildings with generous floor-to-ceiling heights, large floor plates, and other features that will allow the structure to support various businesses.

The Project includes nonresidential spaces on the ground floor with large ground floor ceiling heights and adequate area for a range of uses, including PDR.

OBJECTIVE 2.1

ENSURE THAT A SIGNIFICANT PERCENTAGE OF NEW HOUSING CREATED IN THE SHOWPLACE / POTRERO IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES

Policy 2.1.1

Require developers in some formally industrial areas to contribute towards the City's very low, low, moderate and middle income needs as identified in the Housing Element of the General Plan.

The project includes on-site lower income affordable units and a portion of the land to qualify for the land dedication alternative, and the remainder of the units are contemplated to be held as rental housing, which is generally more affordable to moderate and middle income households than ownership housing.

OBJECTIVE 2.3

REQUIRE THAT A SIGNIFICANT NUMBER OF UNITS IN NEW DEVELOPMENTS HAVE TWO OR MORE BEDROOMS EXCEPT SENIOR HOUSING AND SRO DEVELOPMENTS UNLESS ALL BELOW MARKET RATE UNITS ARE TWO OR MORE BEDROOM UNITS

Policy 2.3.3

Require that a significant number of units in new developments have two or more bedrooms, except Senior Housing and SRO developments.

The project contains approximately 41% two-bedroom units.

OBJECTIVE 2.4

LOWER THE COST OF THE PRODUCTION OF HOUSING

Policy 2.4.1

Require developers to separate the cost of parking from the cost of housing in both for sale and rental developments.

Policy 2.4.2

Revise residential parking requirements so that structured or off-street parking is permitted up to specified maximum amounts in certain districts, but is not required.

The project has unbundled parking at a ratio of approximately 0.69 space per unit.

OBJECTIVE 3.2

PROMOTE AN URBAN FORM AND ARCHITECTURAL CHARACTER THAT SUPPORTS WALKING AND SUSTAINS A DIVERSE, ACTIVE AND SAFE PUBLIC REALM.

Policy 3.2.1

Require high quality design of street-facing building exteriors.

Policy 3.2.2

Make ground floor retail and PDR uses as tall, roomy and permeable as possible.

Policy 3.2.3

Minimize the visual impact of parking.

Policy 3.2.4

Strengthen the relationship between a building and its fronting sidewalk.

Policy 3.2.5

Building form should celebrate corner locations.

Policy 3.2.7

Strengthen the pedestrian network by extending alleyways to adjacent streets or alleyways wherever possible, or by providing new publicly accessible mid-block rights of way.

The Project's facades are of high quality materials. The ground floor will be tall enough to create attractive storefronts for pedestrians and viable space for a variety of uses, including PDR. The parking, although at grade, are only accessible by two garage doors and are only visible at the rear where the proposed alley is located. The buildings also include appropriate modulation of the facades to break them into distinct sections.

OBJECTIVE 5.2

ENSURE THAT NEW DEVELOPMENT INCLUDES HIGH QUALITY PRIVATE OPEN SPACE

Policy 5.2.1

Require new residential and mixed-use residential development to provide on-site private open space designed to meet the needs of residents.

Policy 5.2.2

Establish requirements for commercial development to provide on-site open space.

Policy 5.2.3

Encourage private open space to be provided as common spaces for residents and workers of the building wherever possible.

Policy 5.2.4

Encourage publicly accessible open space as part of new residential and commercial development.

The project includes high quality private and common open space in balconies, decks, courtyards, and two mews, as well as publicly accessible open space.

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

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

There are no existing neighborhood-serving retail uses on the site. The Project will provide approximately 11,700 square feet of ground floor space adequate for various retail uses, including neighborhood serving retail, which will create opportunities for local resident employment and ownership opportunities.

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

No housing exists on the project site. The project will provide up to 239 new dwelling units, significantly increasing the neighborhood housing stock. The design of the Project is compatible with the surrounding neighborhood. For these reasons, the proposed project would protect and preserve the cultural, economic and historic significance of the neighborhood.

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

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

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

The project site is within walking distance of a number of MUNI stops which connect to various points in the City. The majority of future residents are expected to use alternative methods of transportation other than private automobiles, and the small number of vehicle trips generated by this project would not impede MUNI transit service or overburden streets.

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

The Project does not include any commercial office development. The proposal will provide potential neighborhood-serving uses and opportunities for employment.

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

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

- G. That landmarks and historic buildings be preserved.

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

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

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

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

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

12. **CEQA Findings.** Findings under the California Environmental Quality Act (CEQA) and statement of overriding considerations are incorporated by reference and as Exhibit B.
13. **Mitigation.** Pursuant to CEQA, the Commission has considered the mitigation measures as described in the FEIR and will include these measures and the mitigation monitoring program (MMRP) as conditions of Project approval and incorporated by reference and as Exhibit C.
14. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
15. The Commission hereby finds that approval of the Large Project authorization would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Large Project Authorization Application No. 2012.0701X** under Planning Code Section 329 to allow the proposed construction of two new six-story, 68-foot tall buildings consisting of up to 239 dwelling units, approximately 11,700 square feet of ground floor retail, and parking for up to 164 spaces, and exceptions including rear yard, street frontage, off-street freight loading and horizontal mass reduction, within the UMU (Urban Mixed Use) Zoning District and within a 68-X Height and Bulk Designation. The project is subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated June 18, 2011, and stamped "EXHIBIT D", which is incorporated herein by reference as though fully set forth.

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

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Large Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. 18794. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 575-6880, 1650 Mission Street, Room 304, San Francisco, CA 94102.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on January 24, 2013.

Jonas P. Ionin
Acting Commission Secretary

AYES: Commissioners Sugaya, Fong, Antonini, Moore, Borden, and Wu

NAYES: None

RECUSED: Commissioner Hillis

ADOPTED: January 31, 2013

EXHIBIT A

AUTHORIZATION

This authorization is to allow a Large Project Authorization and exceptions including (1) rear yard pursuant to Planning Code Section 134, (2) street frontage pursuant to Planning Code Section 145.1, (3) off-street freight loading pursuant to Planning Code Section 152, and (4) horizontal mass reduction pursuant to Planning Code Section 270.1, for the proposed construction of two new six-story, 68-foot buildings consisting of up to 239 dwelling units, approximately 11,700 square feet of ground floor retail, and parking for up to 164 spaces; in general conformance with plans, dated December 17, 2012, and stamped "EXHIBIT D" included in the docket for Case No. 2012.0701X and subject to conditions of approval reviewed and approved by the Commission on January 24, 2013, under Motion No. 18794. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on January 24, 2013, under Motion No. 18794.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 18794 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Large Project Authorization and any subsequent amendments or modifications.

SEVERABILITY

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

CHANGES AND MODIFICATIONS

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

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

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

DESIGN

3. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design and the design and development of the streetscape and pedestrian elements in conformance with the Better Streets Plan. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org.*
4. **Flexible-Occupancy Units.** The ground floor dwelling units in the North Building are designated as Flexible-Occupancy Units and are subject to the following conditions:
 - a. The units are considered dwelling units and are subject to the affordability controls of Planning Code Section 415. The total gross floor area of each unit is subject to the residential rate of Eastern Neighborhood Impact Fee per Planning Code Section 427.3.
 - b. The ground floor of these units may be occupied by the following non-residential uses:
 - i. All retail sales and services permitted as of right in the UMU Zoning District (Sec. 843.45);
 - ii. All arts activities permitted as of right in the UMU Zoning District (Sec. 843.55);

- iii. Trade shops (Sec. 843.80); and
 - iv. Catering services (Sec. 843.81).
 - v. Other uses not specified herein that are permitted as of right in the UMU Zoning District and deemed appropriate by the Zoning Administrator.
- c. Changes of non-residential uses are subject to the notification requirements of Planning Code Section 312.
 - d. Permitted non-residential uses may occupy the ground floor only. Any conversion of residential space on the 2nd floor shall be tantamount to the removal of a dwelling unit and be subject to the controls of Planning Code Section 317.
 - e. Non-residential uses permitted on the ground floor are subject to all applicable requirements of the Building and Fire Codes.
5. **The Mid-block Pedestrian Pathway.** Planning Code Section 270.2, the project shall meet all design criteria of Subsection (e). It shall also meet the following criteria:
- a. **Maintenance.** The mid-block pedestrian pathway shall be maintained at no public expense. The owner of the property on which the alley is located shall maintain it by keeping the area clean and free of litter and by keeping it in an acceptable state of repair. Conditions intended to assure continued maintenance of the right-of-way for the actual lifetime of the building giving rise to the open space requirement may be imposed in accordance with the provisions of Section 329 for Eastern Neighborhoods Mixed Use Districts.
 - b. **Informational Plaque.** Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the alley and stating the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.
 - c. Property owners providing a pathway or alley under this section will hold harmless the City and County of San Francisco, its officers, agents and employees, from any damage or injury caused by the design, construction or maintenance of the right-of-way, and are solely liable for any damage or loss occasioned by any act or neglect in respect to the design, construction or maintenance of the right-of-way.
6. **Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org*
7. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant impacts to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning

Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

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

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

AFFORDABLE HOUSING

8. **Land Dedication Alternative.** The Project Sponsor has chosen to satisfy the affordability requirement for the Project through a combination of land dedication and on-site pursuant to Planning Code Section 419.5. A portion of 801 Brannan Street is dedicated to the Mayor's Office of Housing (MOH) for the purpose of developing affordable housing units. The land dedication would satisfy the entire affordability requirement for 1 Henry Adams, which would have been 38 units. The land dedication also partially satisfies the affordability requirement for 801 Brannan Street, which would have been 69 units.

The Project Sponsor has been in discussions with the Mayor's Office of Housing (MOH) and the Planning Department. On January 9, 2013, MOH provided a letter to the Planning Department that confirmed that the site that the Project Sponsor has selected, a portion of 801 Brannan [Block 3783 / Lot 001], is acceptable under Planning Code Section 419.5(2), subject to the following conditions precedent:

- Developer must demolish the existing improvements on the Dedication Site in a manner equivalent to the extent of the demolition on the Brannan Principal Site, including the removal of the railroad platforms and other concealed conditions.
- After demolition Developer must cap the site to prevent the off-site migration of contaminated soils and shall, at its sole expense, maintain the Dedication Site in good order, condition and repair, reasonable wear and tear excepted, and otherwise operate the Dedication Site in the same manner as if Developer were retaining the Dedication Site, until the date fee title to the Dedication Site is transferred to the City.

- Developer to deposit in escrow \$706,250 required for the full remediation of ubiquitous contaminants at the Dedication Site as established in that certain letter from Stellar Environmental Solutions, Inc., dated August 1, 2012, and attached as Exhibit A to this letter. Funds will be released from escrow to cover any and all costs for the excavation and offsite disposal of approximately 4,306 tons of Class 1 lead-contaminated soil at the Dedication Site.
- Developer to subdivide the property to create the Dedication Site as a separate legal parcel, to be evidenced by a completed ALTA Survey to be approved by the City.
- Where the Environmental Impact Report (EIR) requires mitigations and improvement measures affecting the Brannan Principal Site in its entirety or the Henry Adams Principal Site, Developer to complete the measures for the Dedication Site as well as the Principal Sites. Mitigations and improvements to include C-TR-38 (signalization for problem intersection of Division/Rhode Island), M-HZ-1 (EN-K-1) (hazardous building materials such as fluorescent lights and PCBs to be surveyed and abated), I-TR-5 (striping on 7th at Brannan), I-TR-22a (pedestrian crosswalk striping), I-TR-22b (corner bulbout at NW corner of Alameda/Rhode Island), Hazards 3(a) (Site Mitigation Plan for soil to the Department of Public Health, either as part of such Plan for the Brannan Principal Site or as a separate plan for the Dedication Site), and 3(b) (potential Underground Storage Tanks at Brannan Street). This condition may be addressed by the Planning Commission's Conditions of Approval, to require the mitigation work to occur over the course of the development of the Brannan Principal Site.
- Developer to perform necessary utility infrastructure planning and design for a total of 158 units (the proposed 150 affordable units plus 5%) to be developed at the Dedication Site, in conjunction with total infrastructure calculations for wet and dry utilities services for the Principal Site. Developer to include MOH in efforts to coordinate joint trench design and in outreach to utility service providers.
- Developer to deliver marketable and insurable fee simple title to the Dedication Site, the Improvements and the Appurtenances, by duly executed and acknowledged grant deed, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens and encumbrances, other than those exceptions approved by MOH. At a minimum, Developer must either remove or mitigate to MOH's satisfaction the following exceptions on the title report dated August 21, 2012:

Exception 5 – encroachment of Lot 7 improvements

Exception 9 – obligations related to the Lot 8 easement

Exception 10 – responsibility for maintaining vehicular access area

Exception 15 – Agreement Imposing Restrictions

Satisfaction of the requirements under Planning Code Section 419 for the project through the land dedication alternative and the transfer of the site are subject to the approval of the Board of Supervisors.

In order to qualify for the land dedication alternative, all of the conditions precedent must be satisfied, and the fee title transferred to the City. In the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, or in-lieu fee.

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

9. **On-Site Alternative.** The Project contains a total of 671 units (432 units at 801 Brannan Street and 239 units at 1 Henry Adams Street); therefore, 55 affordable units are required. The Project Sponsor will fulfill this requirement by providing the 55 affordable units on-site at 801 Brannan Street and 37,800 square feet of area for land dedication. If the number of market-rate units change, or in the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, or in-lieu fee, and the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing ("MOH").
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>
10. **Unit Mix.** In the event the land dedication process is not completed, the developer will have to satisfy the requirements under Planning Code Section 419 through on-site, off-site, or in-lieu fee. The following conditions will apply to on-site below market rate affordable housing units: The Project contains 6 flexible-occupancy, 32 studios, 103 one-bedroom, 90 two-bedroom, and 10 three-bedroom units; therefore, the required affordable unit mix is 5 studios, 17 one-bedroom, 15 two-bedroom, and 1 three-bedroom units. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOH.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>
11. **Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.
12. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than 12 percent (12%) of the each phase's total number of dwelling units as on-site affordable units.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

13. **Duration.** Under Planning Code Section 419.8, all units constructed pursuant to Section 419.6, must remain affordable to qualifying households for the life of the project.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.
14. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 419 et seq. of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 419. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOH at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at:
<http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.
As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>
- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.
- b. If the units in the building are offered for sale, the affordable unit(s) shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average of one hundred (100) percent of the median income for the City and County of San Francisco as defined in the Inclusionary Affordable Housing Program, an amount that translates to ninety (90) percent of Area Median Income under the income table called "Maximum Income by Household Size" derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco. The initial sales price of such units shall be calculated according to the Procedures Manual. Limitations on (i) reselling; (ii) renting; (iii) recouping capital

improvements; (iv) refinancing; and (v) procedures for inheritance apply and are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.

- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOH shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOH at least six months prior to the beginning of marketing for any unit in the building.
- d. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.
- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOH or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 415.6 instead of payment of the Affordable Housing Fee, and has submitted the Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415 to the Planning Department stating the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City provided herein. The Project must execute the Costa Hawkins agreement prior to Planning Commission approval or must revert to payment of the Affordable Housing Fee.
- g. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOH and pay interest on the Affordable Housing Fee at a rate equal to the Development Fee Deferral Surcharge Rate in Section 107A.13.3.2 of the San Francisco Building Code and penalties, if applicable.

PARKING AND TRAFFIC

15. **Parking for Affordable Units.** All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The required parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.

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

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

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

EASTERN NEIGHBORHOODS INFRASTRUCTURE IMPACT FEE

17. **Impact Fees.** The Eastern Neighborhoods Public Benefits Fund is implemented in part through district-specific Eastern Neighborhoods Impact Fee which applies to the Project Area. Fees shall be charged on net additions of gross square feet which result in a net new residential unit, contribute to a 20 percent increase of non-residential space in an existing structure, or create non-residential space in a new structure. Fees shall be assessed on residential use, and on non-residential use within each use category of Cultural/Institution/Education; Management, Information & Professional Service; Medical & Health Service; Retail/Entertainment; and Visitor Services; with no substitutions across uses. Fees shall be assessed on mixed use projects according to the gross square feet of each use in the project. The project is within the Impact Fee Tier 1 for residential, which requires \$8 per gross square-foot of residential space, and Tier 2 for non-residential, which requires \$10 per gross square-foot of non-residential space.

Prior to the issuance by the Department of Building Inspection (DBI) of the first site or building permit, the sponsor of any project subject to the Eastern Neighborhoods Impact Fee shall pay to the Treasurer according to the schedule in Table 423.3. Planning Code Section 423.3 also provides alternatives satisfying this requirement.

PROVISIONS

18. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator,

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

MONITORING

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

OPERATION

21. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>*
22. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*

23. Mitigation Measures

Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval. In addition, implementation of mitigation measures on the Dedication Site, as detailed in Condition 8 above, is required should the land transfer occur. Some of these measures will be implemented after the land transfer occurs.

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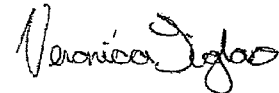
**SITE MITIGATION PLAN
801 Brannan Street
San Francisco, California
SMED 985**

Prepared For:

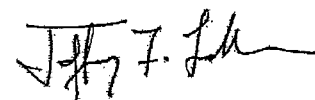
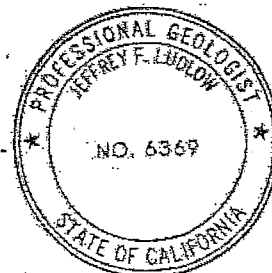
**Equity Residential
Two N. Riverside Plaza, Suite 400
Chicago, Illinois 60606-2609**

Prepared By:

**Langan Treadwell Rollo
555 Montgomery Street, Suite 1300
San Francisco, California 94111**



**Veronica M. Tiglao, PE
Senior Project Engineer**



**Jeffrey F. Ludlow, PG
Principal**

**26 March 2014
731615201**

LANGAN TREADWELL ROLLO

LANGAN TREADWELL ROLLO

Technical Excellence
Practical Experience
Client Responsiveness

26 March 2014

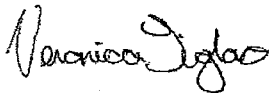
Rebecca Becker
Equity Residential
Two N. Riverside Plaza, Suite 400
Chicago, Illinois 60606-2609

**Subject: Site Mitigation Plan
801 Brannan Street
San Francisco, California
SMED 985
Langan Project No. 731615201**

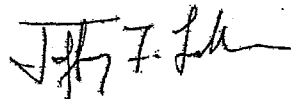
Dear Ms. Becker:

Langan Treadwell Rollo (Langan) is pleased to submit the attached report titled: *Site Mitigation Plan, 801 Brannan Street, San Francisco, California* to Equity Residential. We appreciate the opportunity to assist you with this project. If you have any questions, please call.

Sincerely yours,
Langan Treadwell Rollo



Veronica M. Tiglao, PE
Senior Project Engineer



Jeffrey F. Ludlow, PG
Principal



Attachments

cc: Elyse D. Heilshorn, P.E. - City and County of San Francisco, Department of Public Health

731615201.03 VT

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SITE MITIGATION PLAN
801 Brannan Street
San Francisco, California

1.0 INTRODUCTION

1.1 Introduction and Purpose

This Site Mitigation (SMP) has been prepared on behalf of Equity Residential for the construction project at the property located at 801 Brannan Street ("Site") in San Francisco, California (Figure 1). The rectangular-shaped Site is located on the south side of Brannan Street, between 7th Street and 8th Street (Figure 2). Based upon the previous investigations, the Site is underlain by several feet of fill soil, most likely originating from fill activities of the Upper Mission Creek drainage area between 1870 and 1880. Concentrations of total and soluble lead were detected above hazardous waste criteria in the fill soil. Additionally, petroleum hydrocarbons and petroleum-related volatile organic compounds (VOCs) have been detected in the fill soil, petroleum hydrocarbons have been detected in the groundwater, and methane has been detected in soil gas.

This SMP presents the soil management measures recommended by Langan Treadwell Rollo (Langan; formerly Treadwell & Rollo [T&R]) for soil excavation and grading activities that will occur as part of the proposed development project at the Site. It includes measures to mitigate potential risks to the environment and to protect on-site construction workers, nearby residents, workers, pedestrians, and/or future Site-user health and safety related to the presence of certain constituents in the soil at the Site from potential exposure to substances that may be encountered during soil excavation and grading activities. It also includes groundwater management measures, if needed, as well as information on the proposed methane mitigation system (MMS) to address potential methane concerns at the Site.

Per a recently passed City and County of San Francisco Ordinance (Ordinance No. 155-13, approved 25 July 2013, and effective as of 24 August 2013), the Site is located in an area that is subject to the requirements of the San Francisco Public Health Code Article 22A (Maher Ordinance) and is therefore subject to oversight by the San Francisco Department of Public Health (SFPDH). This SMP has been prepared to meet the requirements of the SFPDH. The soil management procedures outlined in this SMP should be completed under the direction and approval of the SFPDH.

1.2 Site Description and Proposed Development

The Site is currently occupied by a large structure formerly in use as an exhibition hall and an associated asphalt-paved parking lot. The approximately 5.21-acre Site is rectangular in shape, with plan dimensions of approximately 300 feet by 725 feet.

Approximately 0.87 acres of land at the northeast corner of the Site will be dedicated to the City of San Francisco. The remainder of the proposed development will mainly consist of a 6-story residential structure with commercial spaces, residential units, and parking garages on the ground floor, as well as publically accessible open space. The eastern and western portions of the building will be separated at the ground level by publically accessible open space called the "Market Mews". There are no basements planned, so the proposed excavation will primarily consist of what is needed for elevator pits, pile caps, and/or utilities. The maximum anticipated excavation from existing Site conditions is about 5 feet below ground surface (bgs). Foundation plans and sections are included as Appendix A for your reference.

2.0 ENVIRONMENTAL SITE INVESTIGATIONS

Several environmental reports have been completed for the Site, which are briefly summarized below:

- Phase I/II Environmental Site Assessment, 801 Brannan Street, San Francisco, California, by Stellar Environmental Solutions, Inc. (Stellar), dated October 2011; and
- Soil Gas Investigation Report, 801 Brannan Street, San Francisco, California, by T&R, dated November 2013.

2.1 Phase I/II Environmental Site Assessment

In 2011, Stellar conducted a Phase I and Phase II Environmental Site Assessment (ESA) for the Site. Based on information obtained during the Phase I, previous occupants at the Site have included Pacific Woodenware and Cooperage and several small buildings (1887); a drayage company, box factory, bottle yard, and hay and unspecified warehouse (1899); Western Pacific Railroad Freight Depot and multiple railroad spurs (1913 to 1980); and Concourse Exhibition Center (1980s to 2000s).

A Phase II field investigation was also conducted by Stellar, in October 2011, in order to fill data gaps from a 2001 subsurface investigation by T&R. As part of Stellar's 2011 investigation, five borings (B1 through B5, see Figure 3) were drilled to depths of between 5.5 and 14 feet below

grade surface (bgs) for the collection of soil samples. T&R's environmental investigation included nine borings (B-1 through B-3, EB-4 through EB-7, EB-9, and EB-10; see Figure 3) to depths of between 6 and 20 feet bgs for the collection of soil and groundwater samples. Soil samples from the 14 locations were collected and analyzed for some or all of the below parameters:

- California Assessment Manual (CAM) 17 metals by Environmental Protection Agency (EPA) Method 6020;
- Leaking Underground Fuel Tank (LUFT) 5 metals by EPA Method 6010;
- Total Lead by EPA Method 6010;
- Soluble Lead by Waste Extraction Test (WET) and toxicity characteristic leaching procedure (TCLP);
- Total recoverable petroleum hydrocarbons as Oil & Grease (TRPH) by SM5520;
- Total petroleum hydrocarbons as gasoline (TPHg), total petroleum hydrocarbons as diesel (TPHd), total petroleum hydrocarbons as motor oil (TPHmo), benzene, toluene, and xylenes (BTEX), and methyl tert butyl ether (MTBE) by EPA Method 8021B/8015B;
- Other VOCs by EPA Method 8010 or 8260; and
- Semivolatile organic compounds (SVOCs) by EPA Method 8270/3550.

Groundwater samples from two locations (EB-6 and EB-10) were collected and analyzed for the below parameters:

- LUFT 5 metals by EPA Method 200.7;
- TRPH as Oil & Grease by SM5520;
- TPHg, TPHd, and TPHmo by EPA Method 8015; and
- VOCs by EPA Method 8010 or 8260; and
- SVOCs by EPA Method 8270.

Based on the findings of the subsurface investigations (see Appendix B):

- Fill was encountered to depths of between about 5 to 16 feet bgs. Groundwater was encountered between about 9 and 12 feet bgs;

- Laboratory analysis of soil samples indicate that most of the fill at the Site would be considered a California hazardous waste for off-site disposal based on total and soluble lead concentrations (lead at locations B1 through B5, B-3, EB-4 through EB-6, and EB-10);
- Additionally, up to 29,00 milligrams per kilogram (mg/kg) TRPH (at EB-10), 4.5 mg/kg TPHg (at B1), 280 mg/kg TPHd (at B2), and 740 mg/kg TPHmo (at B1) were detected in soil. Minor concentrations of BTEX were also detected in soil, at concentrations ranging 0.0055 mg/kg to 0.16 mg/kg (B-1 through B-5); and
- Laboratory analysis of groundwater samples collected at the Site detected up to 12 milligrams per liter (mg/L) TRPH (at EB-6), 1.9 mg/L TPHmo (at EB-6), and 1.0 mg/L TPHd (at EB-6).

2.2 Soil Gas Investigation

To assess the potential for soil gas impacts resulting from past and/or present Site activities and nearby off-site operations, T&R conducted a soil gas investigation in June 2013. The work included collecting soil gas samples at five locations at depth of about 5 to 8 feet bgs (TR-SG-1 through TR-SG-5, see Figure 3). Soil gas samples were analyzed for;

- TPHg by EPA Method TO-3;
- VOCs by EPA Method TO-15; and
- Methane and helium by American Society for Testing and Materials (ASTM) Method D-1946.

Laboratory analytical results did not detect TPHg or VOCs in soil gas above their respective residential Environmental Screening Levels¹ (ESLs) or residential California Human Health Screening Levels² (CHSSLs). However, an elevated methane condition (12.3 percent by volume [%v]) exists in soil gas at a localized area on the western portion of the Site (TR-SG-1; see Appendix B). The elevated methane concentration may be attributable to the degradation of TPHs previously detected in soil and groundwater. Though no action level for methane has been formally established for the expanded Maher zone areas, the elevated methane concentration

¹ ESL values cited are from the 2013 Tier 1 ESLs, Table E-2, Soil Gas Screening Levels for Evaluation of Potential Vapor Intrusion Concerns, by the Regional Water Quality Control Board (RWQCB), dated December 2013.

² CHSSL values cited from *Use of California Human Health Screening Levels (CHSSLs) in Evaluation of Contaminated Properties, Table 2, California Human Health Screening Levels for Indoor Air and Soil Gas*, by the California EPA, dated January 2005.

at TR-SG-4 exceeds the 1.25%v criterion previously established for Mission Bay, which is currently used as a guideline by SFPDPH.

3.0 SUBSURFACE CONDITIONS

Based on the 2001 and 2011 field investigations, as well as the geotechnical investigation conducted at the Site by T&R in 2001, the Site is underlain by approximately 5 to 34 feet of heterogeneous fill soil which generally consists of sand with varying amounts of silt, clay, gravel, concrete, brick, mortar, and wood fragments. The fill is generally underlain by marine clay and silt deposits, commonly referred to as Bay Mud. The Bay Mud is about 48 to 100 feet thick, and is underlain by alternating layers of sand, clay, and silt, known as Old Alluvium. The Old Alluvium extends to depths of 118 to 180 feet bgs. Shale and sandstone bedrock underlie the Site at depths varying from 102 to 180 feet bgs. Groundwater has generally been encountered at approximately 7.5 to 12 feet bgs, and is expected to vary a few feet seasonally and with the fluctuations in water level in the San Francisco Bay.

4.0 RECOMMENDATIONS FOR MITIGATIVE ACTIONS

The results of the environmental investigations indicate portions of the fill soil beneath the Site contain petroleum hydrocarbons, petroleum-related VOCs, as well as elevated levels of lead; petroleum hydrocarbons have also been detected in groundwater. Additionally, methane has been detected at elevated concentrations in soil gas.

The presence of these compounds poses soil management and potential health and safety issues to be addressed as part of the Site development activities. As such, this SMP and a separate Health and Safety (H&S) Plan will be required prior to construction. This SMP provides recommended measures to mitigate the long-term environmental or health and safety risks caused by the presence of hazardous materials in the soil, groundwater, and soil gas. The H&S Plan will outline proper soil handling procedures and health and safety.

4.1 Health and Safety Issues

On the basis of our experience on similar sites, there are potential health and safety risks associated with the chemicals detected at the Site. We judge there may be the potential for this soil to affect construction workers at the Site, nearby residents and/or pedestrians, and future users of the Site. The routes of potential exposure to the chemicals could be through

three pathways: 1) dermal (skin) contact with the soil, 2) inhalation of dusts or soil gas, and 3) ingestion of the soil.

The most likely potential for exposure will be during soil excavation operations. Because on-site materials contain concentrations of chemicals in excess of the Proposition 65 guidelines, we recommend that proper health and safety procedures, as well as warning requirements, be implemented during construction. The Site contractor should be responsible for establishing and maintaining proper health and safety procedures to minimize worker and public exposure to Site contaminants during construction. The potential health risk to on-site construction workers and the public will be minimized by developing and implementing a comprehensive H&S Plan, which should be prepared by a certified industrial hygienist that represents the Site contractors.

The H&S Plan will describe the health and safety training requirements, i.e. trained in accordance with Section 1910.120 of 29 Code of Federal Regulations (HazWoper training), specific personal hygiene, and monitoring equipment that will be used during construction to protect and verify the health and safety of the construction workers and the general public from exposure to constituents in the soil. It may also be necessary to conduct air monitoring to evaluate the amount of airborne particles during excavation.

The purpose of the H&S Plan is to provide field personnel with an understanding of the potential chemical and physical hazards, protection of any off-site receptors, procedures for entering the project Site, health and safety procedures, and emergency response to hazards should they occur. All project personnel shall read and adhere to the procedures established in this H&S Plan. A copy of this plan will be kept on-site during field activities and will be reviewed and updated as necessary.

The general public will be protected through the following measures:

- The Site will be fenced;
- Exposed soil at the construction Site will be watered at least twice a day to prevent visible dust from migrating off-site;
- Soil stockpiles will be covered;
- Water will be misted or sprayed during the loading of soil onto trucks for off haul;
- Trucks transporting contaminated soil will be covered with a tarpaulin or other cover;

- The wheels of the trucks exiting the Site will be cleaned prior to entering public streets;
- Public streets will be swept daily if soil is visible; and
- Excavation and loading activities will be suspended if winds exceed 20 miles per hour.

A Site health and safety officer (HASO) will be on-site at all times during excavation activities to ensure that all health and safety measures are maintained. The HASO will have authority to direct and stop (if necessary) all construction activities in order to ensure compliance with the H&S Plan.

4.2 Soil Management

The proposed construction activities will disturb soil during the Site grading, and the construction of new foundations, elevator pits, and utility lines. During construction activities, dust control measures will be implemented to reduce potential exposure. These measures may include moisture-conditioning the soil, using dust suppressants, and covering the exposed soil and stockpiles with weighed down plastic sheeting to prevent exposure of the soil. The Site's H&S Plan (prepared by others) will contain additional dust monitoring, action levels, dust control measures, and work stoppage provisions that will be followed during construction activities.

4.2.1 Soil Stockpiling

The fill material excavated from the Site will either be loaded directly into trucks and removed from the Site for landfill disposal, or stockpiled on-site, if required by the receiving landfill, for further testing. If needed, the stockpiled soil will be placed on visqueen, bermed, and tarped at all times. The excavation contractor should establish appropriate soil stockpile locations on the Site to properly segregate and cover the excavated soil.

Soil profiling criteria depends on the proposed landfill location. These procedures should be established by the excavation contractor and coordinated with the proposed landfills prior to initiating soil excavation. Typical soil profiling requirements are one four-point composite sample per 500 to 750 cubic yards to be disposed.

4.2.2 Soil Profiling and Disposal

The results of the previous investigations indicated areas where total and/or soluble lead detected in Site soils exceeded California hazardous waste criteria (see Figure 3 and Appendix B). Soil to be disposed off-site will be profiled for waste characterization based on samples already collected or by stockpiling the soil and re-sampling, if required by the receiving landfill.

Soil profiled as non-hazardous will be transported and disposed at a licensed Class II or Class III landfill, depending on the landfill acceptance criteria. Soil classified as California hazardous waste will be transported either out of state to an appropriate licensed facility or to a Class I facility in California. Soil classified as Federal hazardous waste, if any, will be transported to a Class I RCRA facility. Additional segregation of excavated soil may be conducted by the excavation contractor, depending upon off-site facility acceptance criteria. Soil transporters and specific disposal locations will be identified prior to construction and summarized in the construction completion report.

The contractor, on behalf of the owner, will be responsible for tracking final soil dispositions. Any soil considered a State or Federal hazardous waste will be tracked using the Uniform Hazardous Waste Manifest System (USEPA Form 8700-22), as applicable. Soil not considered hazardous waste will be tracked using non-hazardous bills of lading. These two systems will be used to comply with appropriate State and Local requirements. The contractor will be responsible for accurate completion of the hazardous waste manifests and non-hazardous bills of lading. Records of all wastes shipped off-site will be maintained by the contractor and will be made available for inspection on request. All manifests and bills of lading will be provided to Langan during the excavation activities, as they are generated.

4.2.3 Soil Sampling

Confirmation soil sampling will be conducted at the final subgrade, at the base of the excavation. Six soil samples will be collected at equally spaced locations to provide lateral coverage along the excavation base. In addition, two of the proposed sample locations are located at the former railroad spur and platform area, where materials handling could have occurred. The proposed sample locations are shown on Figure 2.

The soil samples will be collected by using a hand driven sampler with an inside diameter of 2-inches, lined with a clean stainless steel tube, and driven into the soil. The ends of the sample tube will be covered with Teflon and sealed with plastic end caps, and placed into an ice-cooled chest until delivery to an analytical laboratory. The soil samples will be identified by using a progressive numbering sequence with the date of the sample collection and the location. All soil samples will be analyzed at a California Department of Health Services certified analytical laboratory for TRPH by IR Spectrometry; TPHg, TPHd, and TPHmo by Modified EPA Method 8015B; VOCs by EPA Method 8260B; and total lead by EPA Method 6010. Three of the samples, two of which will be collected from the railroad spur and platform area, will additionally be analyzed for SVOCs by EPA Method 8270, polychlorinated Biphenyls (PCBs) by

EPA Method 8082, CAM 17 metals by EPA Method 6020, asbestos by EPA Method 600/R-93-116, pH by EPA Method 9045D, total cyanide by Standard Method (SM) 4500 CN, and sulfide by EPA Method 9030A/E376.2. All appropriate regulatory sampling methods, holding times, and detection limits will be followed.

4.3 Dust Control

Prior to initiating construction activities, a dust monitoring plan/dust control plan will be implemented to reduce potential exposure during excavation, stabilization, and loading operations. This document will contain measures to protect construction workers and the public, including dust control measures and work stoppage provisions that will be followed during construction activities. Dust control will be accomplished through implementation of engineering controls, including those identified under Section 4.2. Misting or spraying will be performed to sufficiently reduce fugitive dust emissions, but limited to prevent water runoff. Efforts will also be made to minimize the soil drop height from an excavator's bucket onto soil piles or into transport trucks.

4.4 Groundwater Management

Groundwater has been encountered at the Site at approximately 7.5 to 12 feet bgs. Though not anticipated, the proposed construction activities may encounter groundwater in quantities that will require its removal from the subsurface. Based on groundwater sample results, groundwater pumped from the Site during construction dewatering will likely not require pre-treatment prior to disposal into the combined San Francisco Public Utilities Commission (SFPUC) sanitary sewer and storm water system. A permit will be obtained from SFPUC prior to any groundwater discharge. The SFPUC may require re-sampling the groundwater once a dewatering system is in place at the Site.

4.5 Contingency Procedures

Though not anticipated, the following tasks should be implemented during soil excavation if underground storage tanks (USTs) and associated product lines, or other unanticipated hazardous materials such as sumps, vaults, former monitoring wells, and/or soil with significant petroleum hydrocarbon odors and/or stains are encountered:

- Stop work in the area the suspect material is encountered and cover with plastic sheets;

- Notify the Site superintendent and Langan for Site inspection and appropriate action in the suspect area; and
- Review the existing H&S Plan for revisions, if necessary, and have appropriately trained personnel on-site to work with the affected materials, once directed by the contractor.

If a UST is found, arrange for a licensed tank removal contractor to properly remove and dispose of the UST. Proper permits and notifications should be in place prior to removing the UST. If soil staining is observed, place the affected soil into a stockpile onto plastic sheets and cover with plastic sheets. Langan will complete soil sampling and analysis tasks for UST closure in accordance with San Francisco Fire Department (SFFD) and SFDPH criteria.

If any groundwater wells are located during the development, arrange for an appropriately licensed driller to abandon the well. Groundwater wells shall be appropriately abandoned in accordance with the requirements set forth by the SFDPH; water well abandonment shall also adhere to California Department of Water Resources criteria. Proper permits and notifications should be in place prior to abandoning the groundwater well.

If a sump and/or vaults are located during excavation activities, contact Langan for inspection and appropriate action. If no liquid, obvious staining or odors are observed, sump and/or vaults will be destroyed and disposed of. If liquid is present within the sump and/or vault and/or obvious staining and odors are observed, Langan will collect samples for analyses to determine proper disposal of the material.

If stained soil or odors are observed, plastic sheeting will be placed over the affected area and Langan will be contacted for inspection and appropriate action. If the material is to be excavated, the material will be stockpiled onto plastic sheeting and covered with plastic sheeting. Soil samples will be collected and analyzed to determine proper disposal of the material.

4.6 Site Capping

Based on the Phase I/Phase II ESA, elevated concentrations of heavy metals, petroleum hydrocarbons, and petroleum-related VOCs were detected in the fill soil to depths of up to 12 feet bgs. The risk of direct contact with the underlying soil by future Site users will be mitigated by capping the entire Site with either concrete building foundations, concrete paved walkways, or a cap of 2 feet of clean soil underneath landscaped areas and areas covered with permeable pavers.

4.7 Methane Mitigation System

An elevated methane condition (12.3%v) exists in soil gas at a localized area on the western portion of the Site (TR-SG-1; see Appendix B), above the 1.25%v criterion currently being used as a guideline by SFDPH. Therefore, a MMS will be constructed as part of the development to mitigate intrusion of methane into the future Site structure. Specifically, an MMS will be designed and constructed for the western portion of the building, which is separated from the remainder of the building foundation as well as the ground level by publically accessible open space.

The MMS will consist of a continuous, spray-applied vapor barrier membrane located immediately beneath the structural building slab, combined with a horizontal collection and venting system installed below the vapor barrier membrane to allow any soil vapors that would otherwise collect beneath the slab to migrate and vent to the atmosphere outside the building. The collection and venting system will include an interconnected network of perforated PVC piping embedded within a "blanket" of open-graded material such as gravel, crushed rock, or pea gravel. The piping network will be connected to vertical riser pipes, constructed of cast iron or ductile iron pipe, which will trend vertically (typically through utility pipe chases) to the roof level, where they will each be capped with a wind turbine that will generate a vacuum on the piping network to enhance collection and venting of the vapors. All below-grade utility conduits entering the building will be sealed to prevent methane migration along the conduits from outside the building into the sub-slab space beneath the building. Prior to its construction, a formal submittal, consisting of a letter describing the Site conditions, MMS design elements, and an attached set of MMS plans, will be submitted to the SFDPH for review and approval.

4.8 Certification

A certification report will be prepared by a third party separate from the contractors upon completion of Site mitigation activities. This report will present a chronology of the relevant construction events, a summary of analytical data, and a description of all mitigation activities taken during construction, including completing construction of the MMS. The completion report will include laboratory analytical results, manifest copies, and MMS as-built drawings, as applicable. It will also include a certification statement that indicates the mitigation activities have been performed in accordance with this SMP. The certification report will be submitted to the SFDPH for review and approval.

4.9 Operation & Maintenance Requirements

The objective of these maintenance requirements is to ensure that the long-term Site mitigation measures will remain effective during the Site's use and occupancy period. This SMP, maintenance work plans, and maintenance records will be kept in a readily accessible location and any employee or contractor who will perform below grade construction will be informed of the environmental conditions, soil management concerns, and health and safety requirements stipulated in this SMP.

4.9.1 Site Cap

To maintain the integrity of the cap and to protect future Site workers who may disturb the cap, the following procedures should be adhered to by the owner and/or operator of the Site:

- Notify the SFDPH of any proposed activity expected to disturb the integrity of the encapsulating layer or soil, thirty (30) calendar days before work commences. In cases of emergency, the SFDPH shall be notified within 24 hours and the work should commence in accordance with the mitigation measures described in this SMP.
- Prepare a specific work plan that includes a description of the proposed construction activities, Site Mitigation Plan, and H&S Plan.
- Direct any contractor or employee who disturbs the encapsulating layer and is engaged in any excavation or earth movement at the property to comply with the appropriate Local, State, and Federal regulations.
- Direct any contractor or employee engaged in any activities that involve penetrating the encapsulating layer to repair the disturbed area as soon as is practical.
- Control dust by wetting and protect exposed or excavated soil from storm run-on and run-off during the period of excavation, soil movement, or exposure.
- Determine by appropriate testing whether any excess material removed from the Site is hazardous pursuant to State or Federal hazardous criteria. This material must be managed in accordance with all appropriate regulations.
- Provide the SFDPH with a report that describes the maintenance activities related to the encapsulating layer or excavation of soil.

These measures will also be enforced during any post-installation construction activities such as utility line repair and other activities that may disturb the underlying contaminated soil.

4.9.2 Methane Mitigation System

An operation and maintenance (O&M) manual for the MMS will be prepared for the building engineer's use in maintaining the system. The O&M manual will include a description of the system, a maintenance schedule, and a set of record drawings.

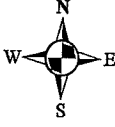
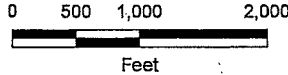
FIGURES



★ Project Site

Notes:

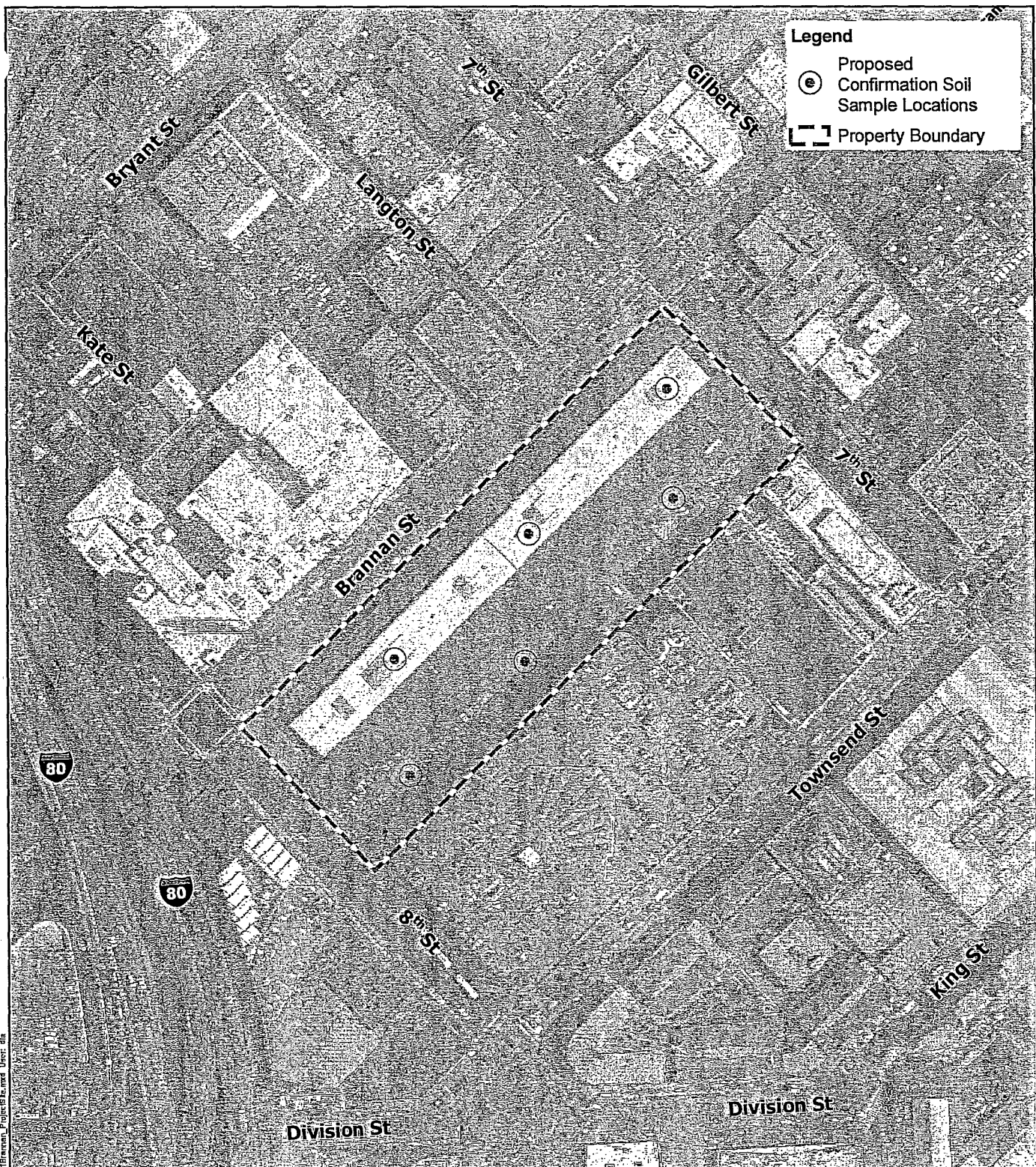
1. Aerial source: Orthophoto mosaic of San Francisco proper (2012), provided by the County and City of San Francisco.
2. Map displayed in California State Plane Coordinate System, Zone III; North American Datum of 1983 (NAD83), US Survey Feet.



801 BRANNAN STREET
San Francisco, California

VICINITY MAP

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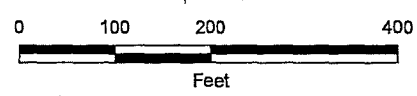


Legend

- ⊙ Proposed Confirmation Soil Sample Locations
- ▭ Property Boundary

Notes:

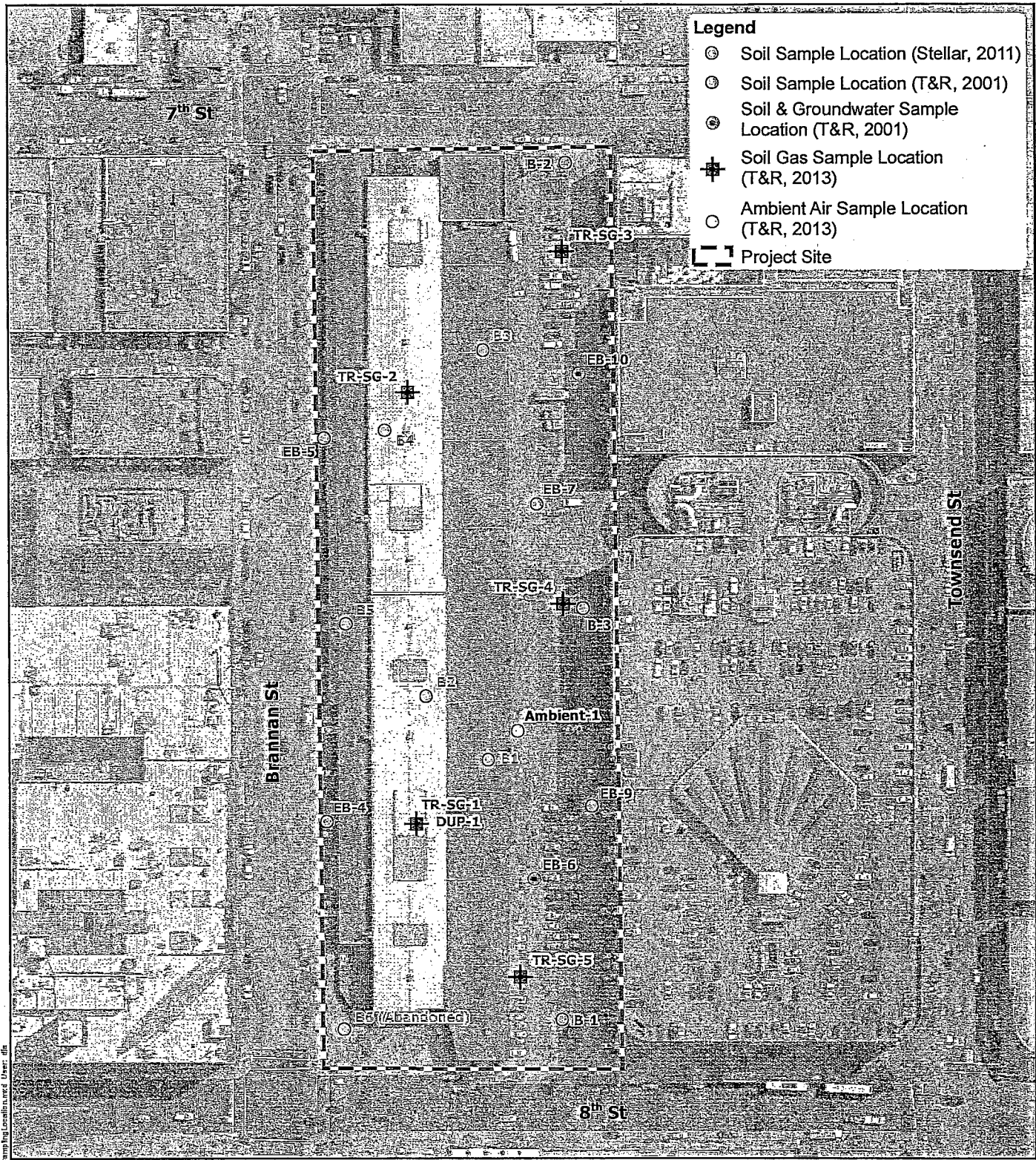
1. Aerial source: Orthophoto mosaic of San Francisco proper (2012), provided by the County and City of San Francisco.
2. Map displayed in California State Plane Coordinate System, Zone III, North American Datum of 1983 (NAD83), US Survey Feet.



801 BRANNAN STREET
San Francisco, California

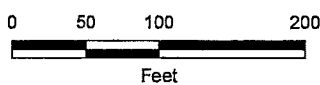
**SITE LOCATION MAP WITH
PROPOSED CONFIRMATION SOIL
SAMPLE LOCATIONS**

C:\Users\ltran\Documents\GIS\Projects\731615201\731615201_000001\Map\GIS\Archives\Documents\GIS\731615201_000001\Map\GIS\Archives\731615201_000001.dwg



Notes:

1. Aerial source: Orthophoto mosaic of San Francisco proper (2012), provided by the County and City of San Francisco.
2. Map displayed in California State Plane Coordinate System, Zone III, North American Datum of 1983 (NAD83), US Survey Feet.

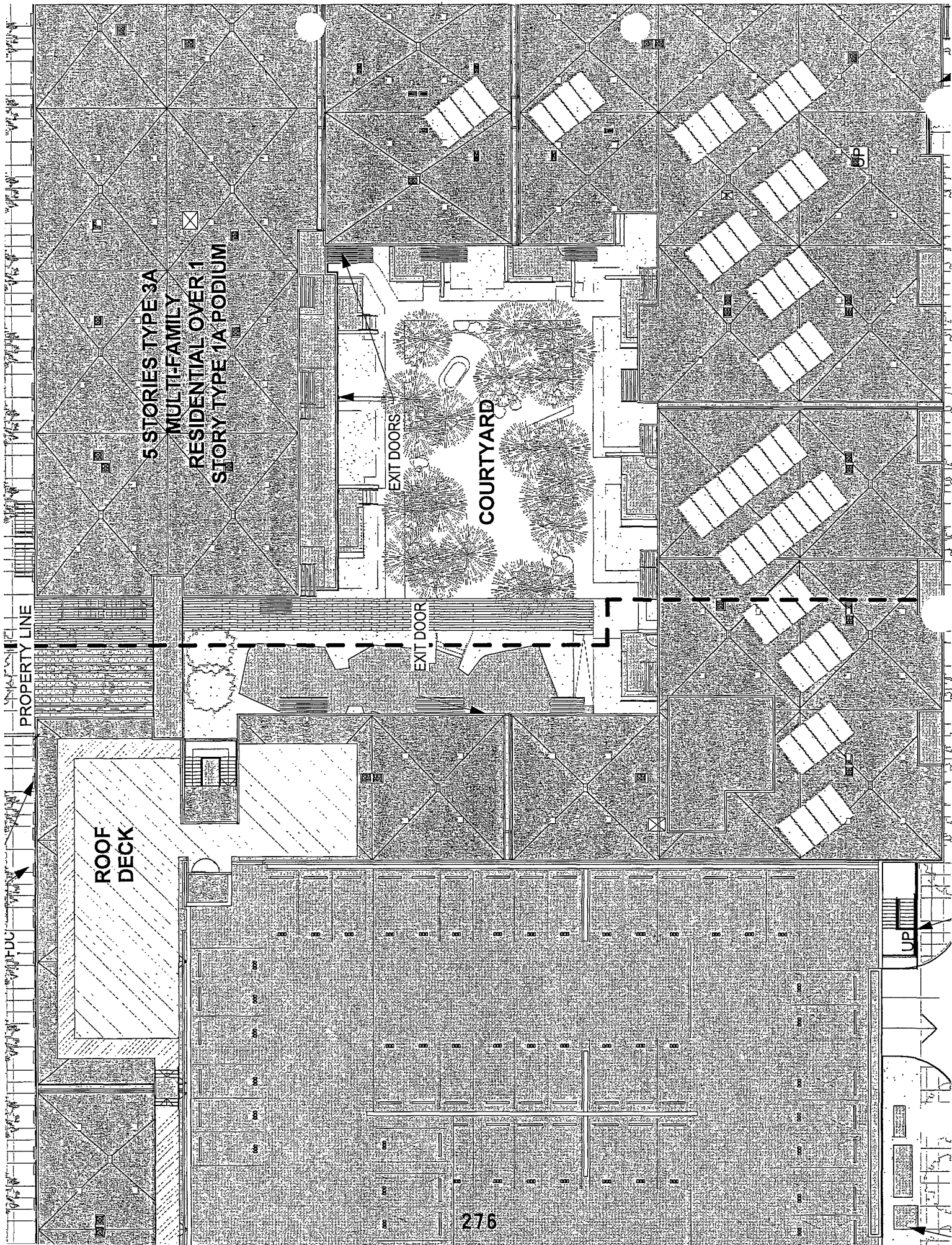


801 BRANNAN STREET
San Francisco, California

SAMPLE LOCATION MAP

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APPENDIX A
FOUNDATION PLANS AND SECTIONS



5 STORIES TYPE 3A
MULTI-FAMILY
RESIDENTIAL OVER 1
STORY TYPE 1A PODIUM

ROOF
DECK

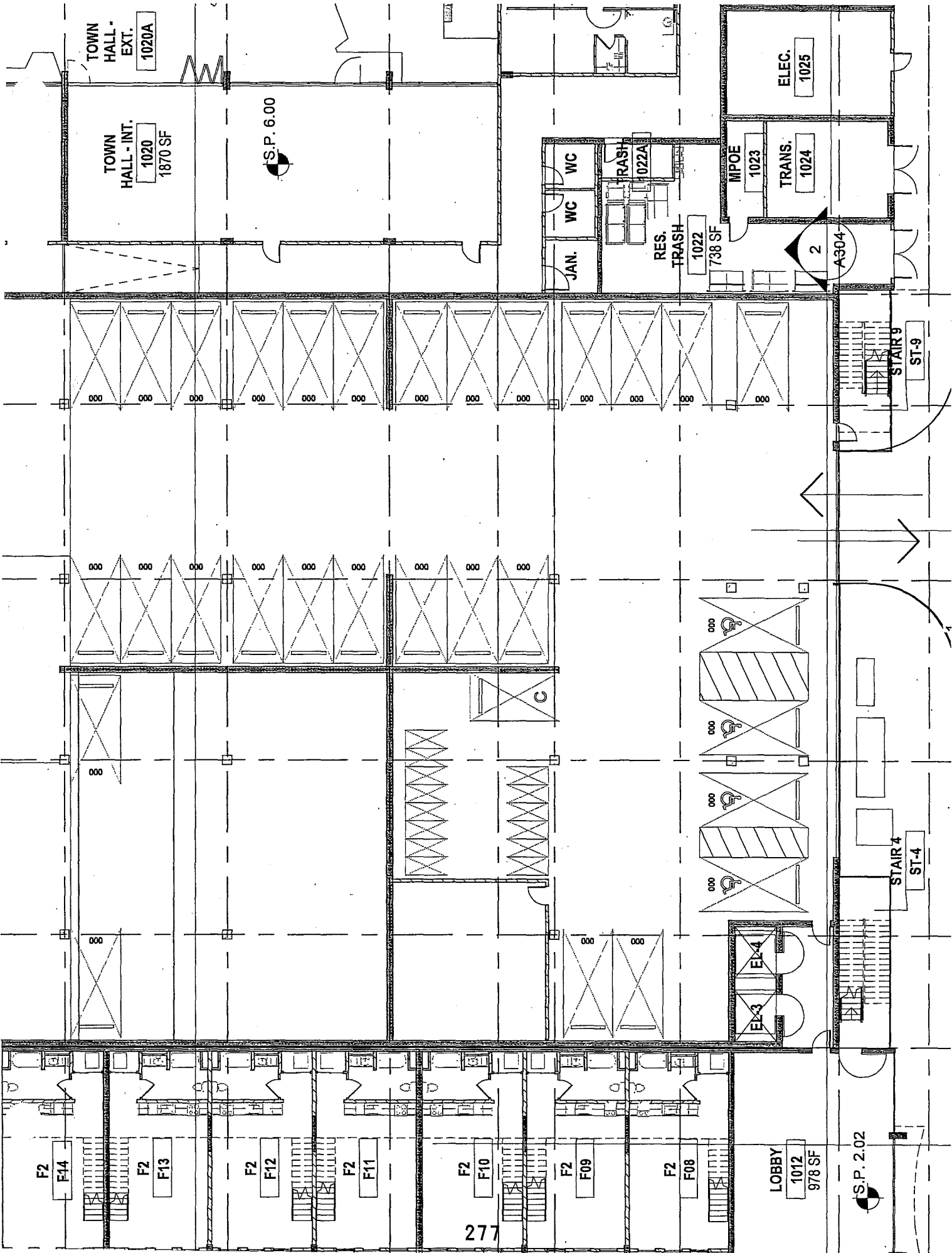
EXIT DOORS

EXIT DOOR

COURTYARD

PROPERTY LINE

UP



TOWN HALL - EXT. 1020A

TOWN HALL - INT. 1020 1870 SF

S.P. 6.00

JAN. WC WC

RES. TRASH 1022 738 SF

MPOE 1023

ELEC. 1025

TRANS. 1024

A304

STAIR 9 ST-9

STAIR 4 ST-4

F2 F14

F2 F13

F2 F12

F2 F11

F2 F10

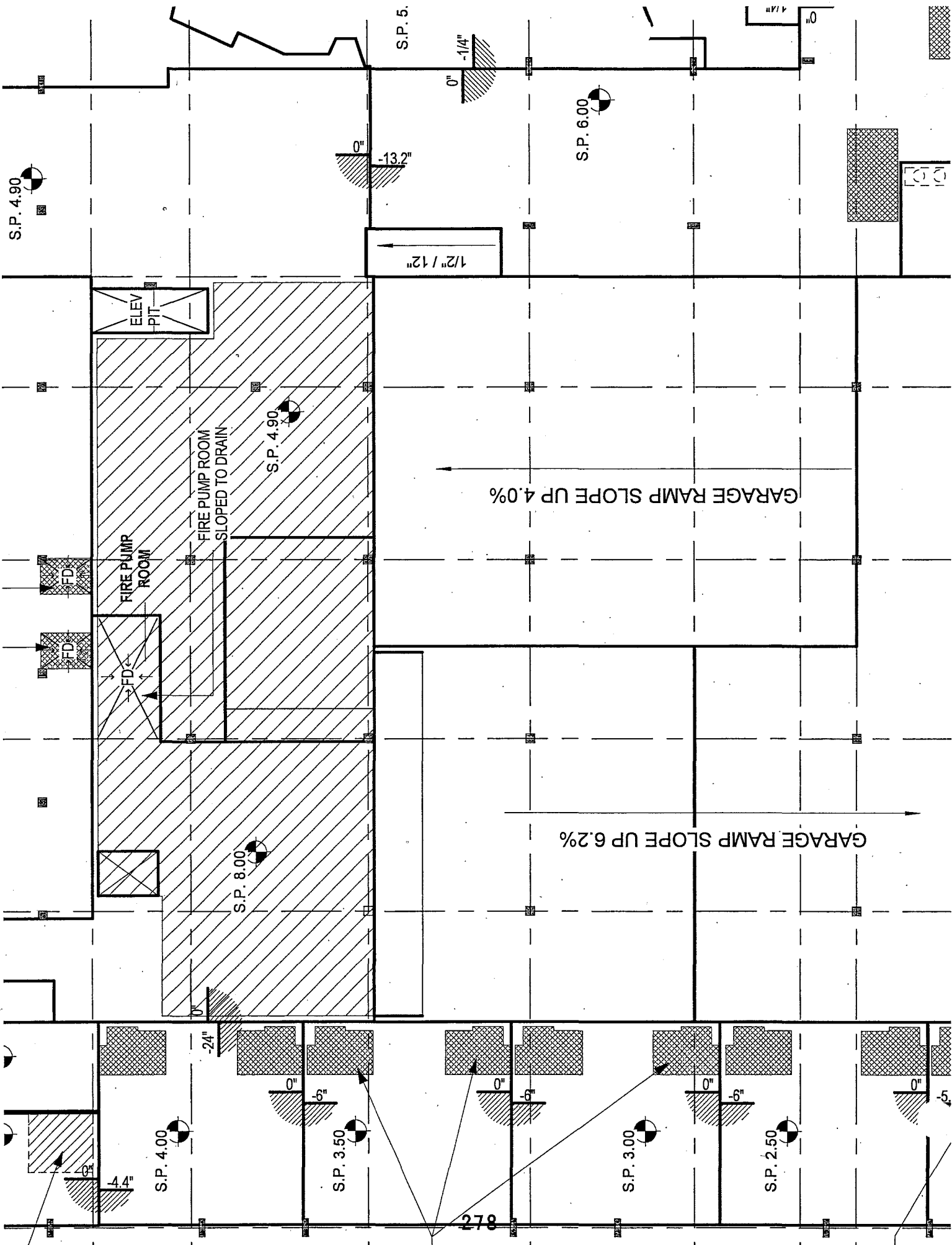
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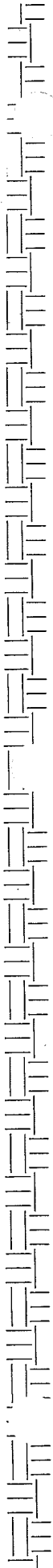
F2 F08

LOBBY 1012 978 SF

S.P. 2.02

277





M

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O

P

2
A302

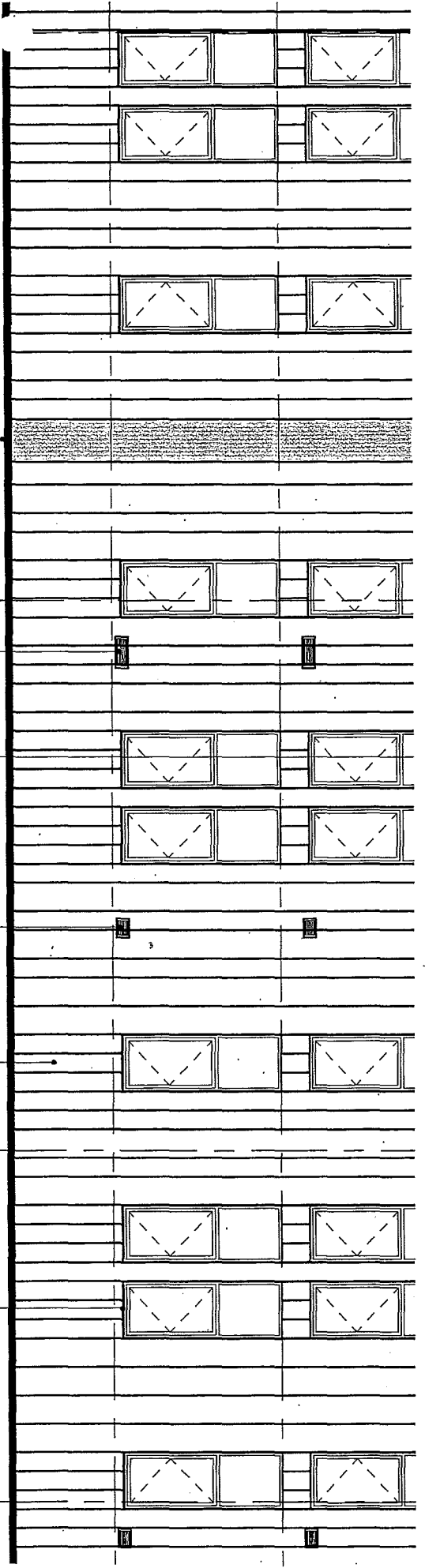
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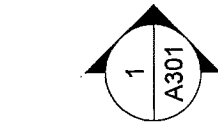
08 91 01

08 91 01

SS1

05 71 00.09





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CP1

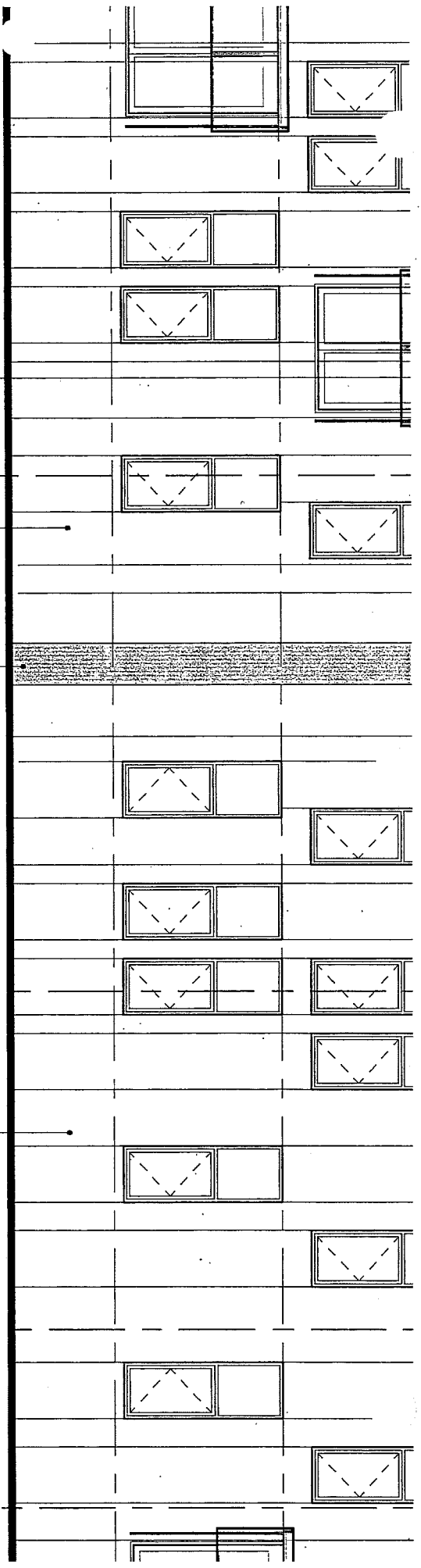
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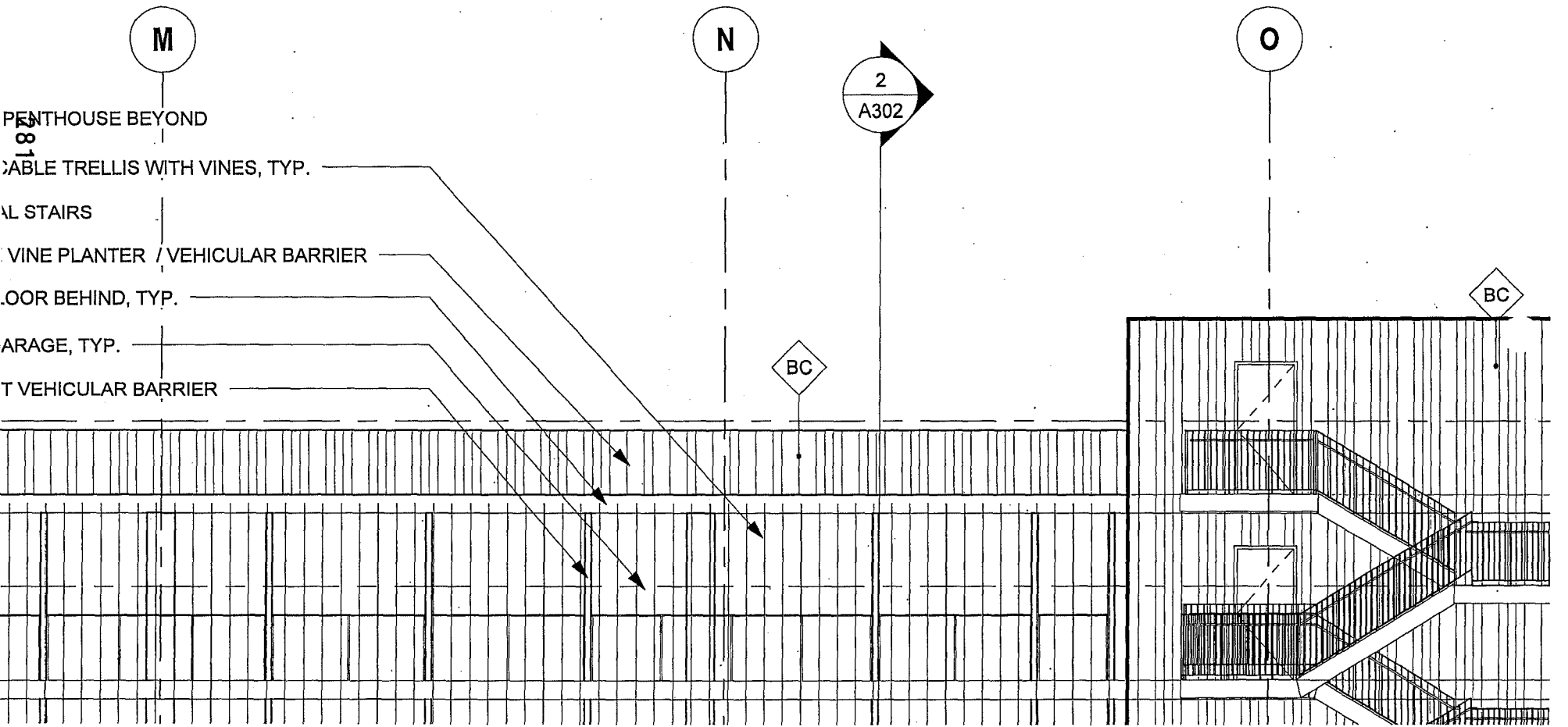
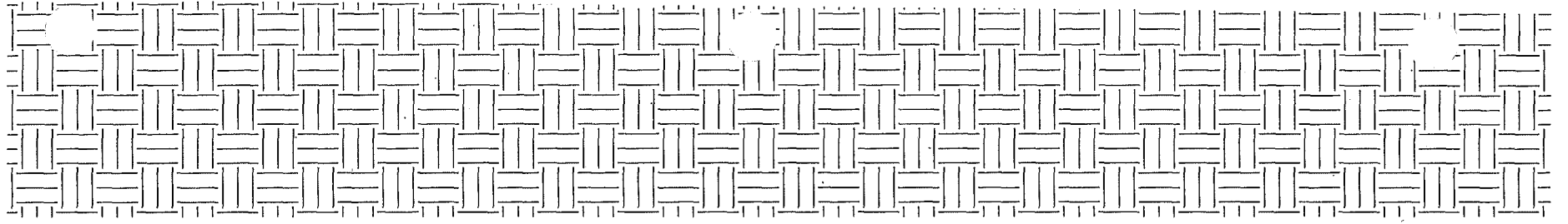
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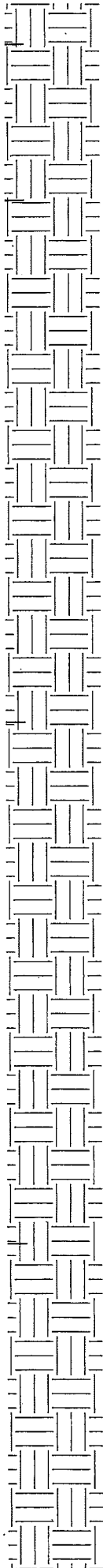
CP1

7

8
280







6

5

3
A301

CP1

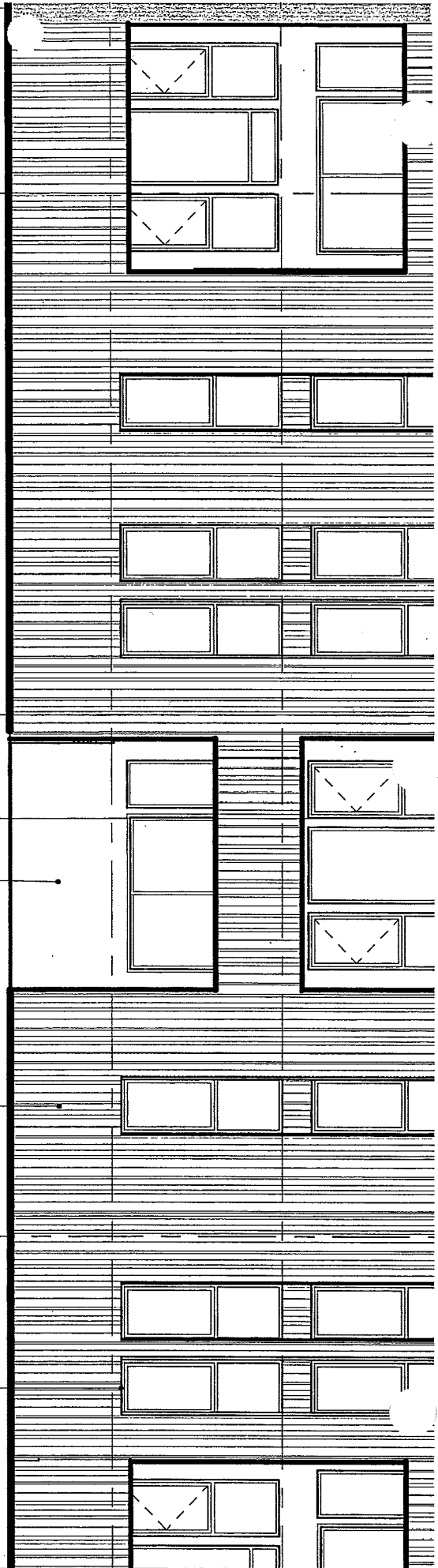
CF

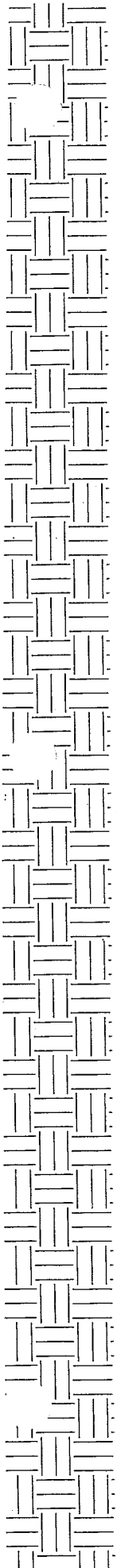
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05 71 00.08

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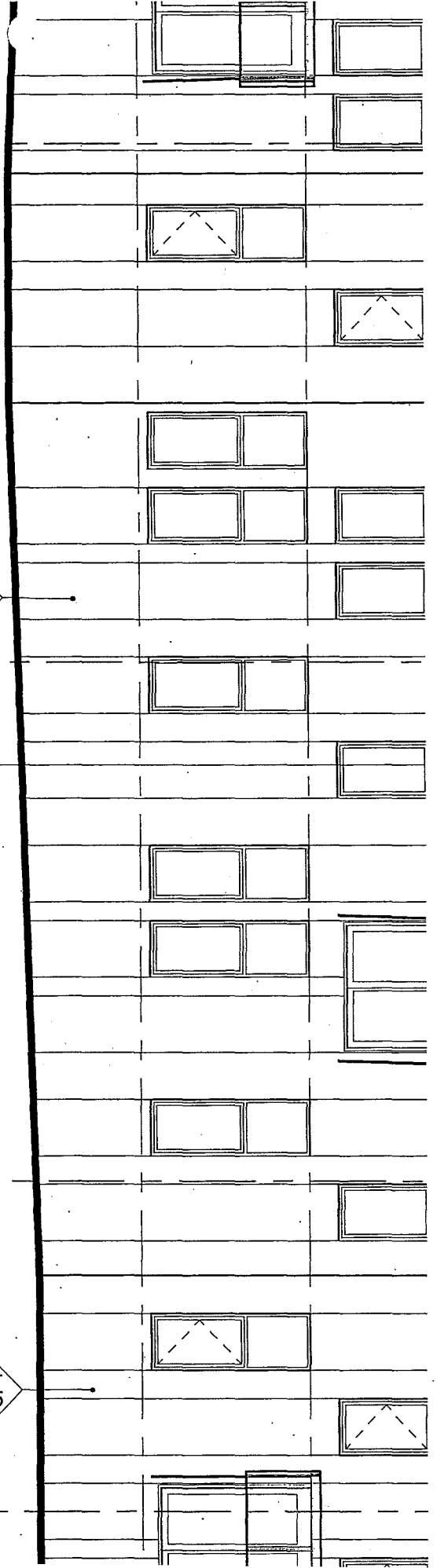
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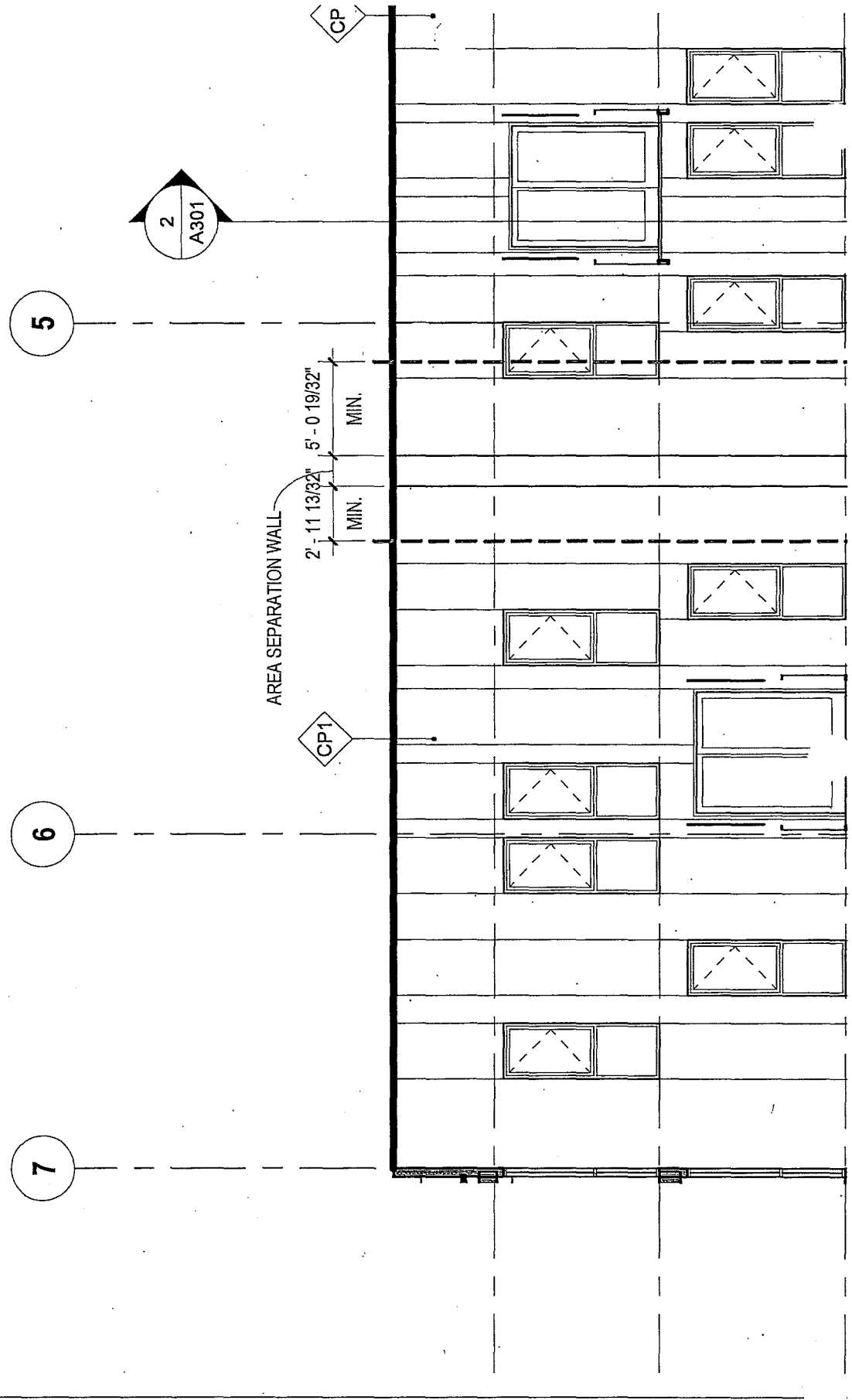
283

CP1

CP1



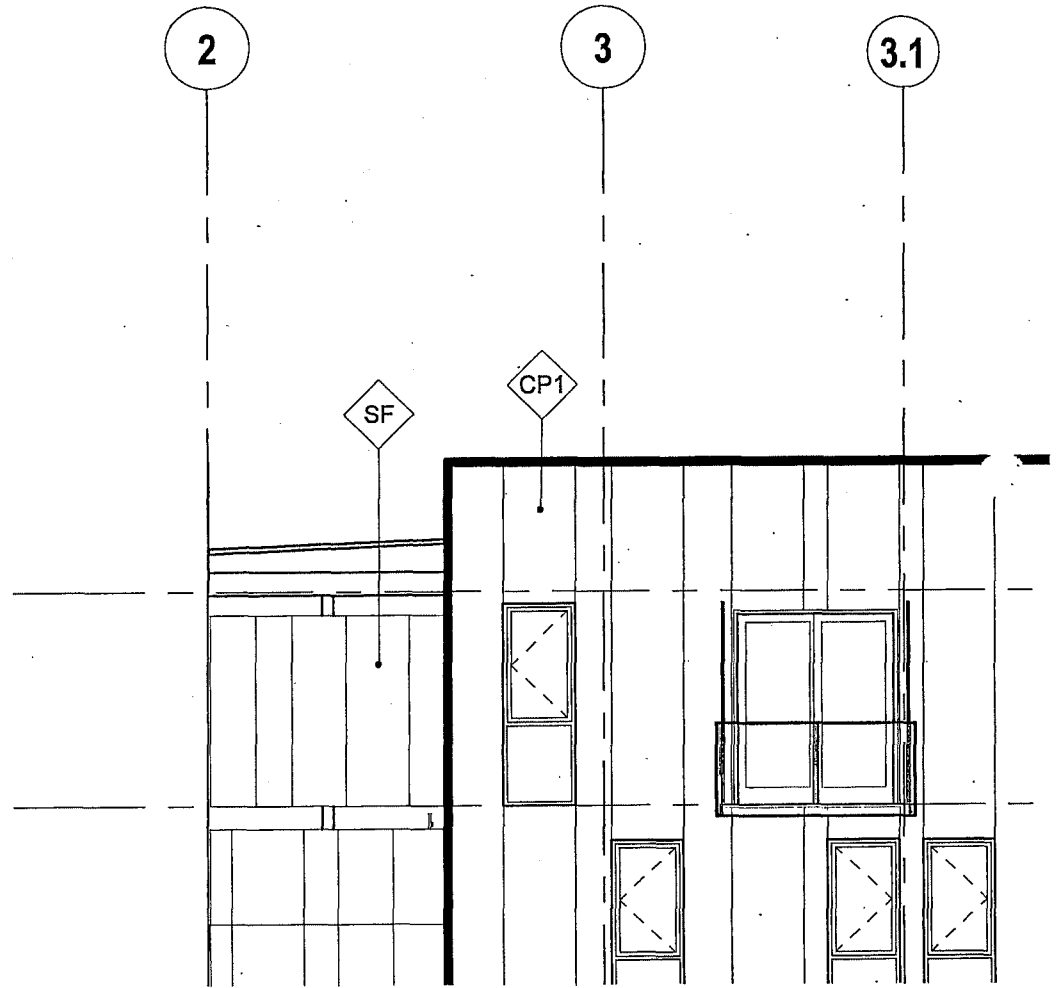
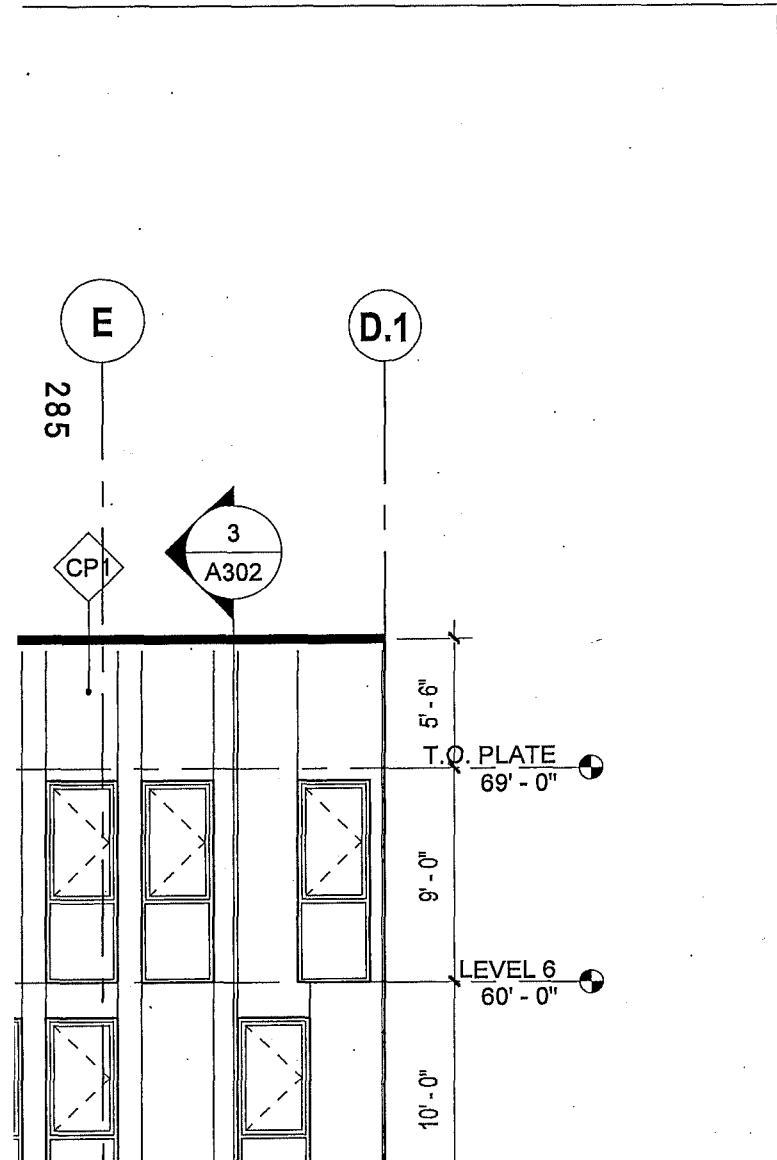
1/8" = 1'-0" SOUTH FACING COURTYARD ELEVATION 4

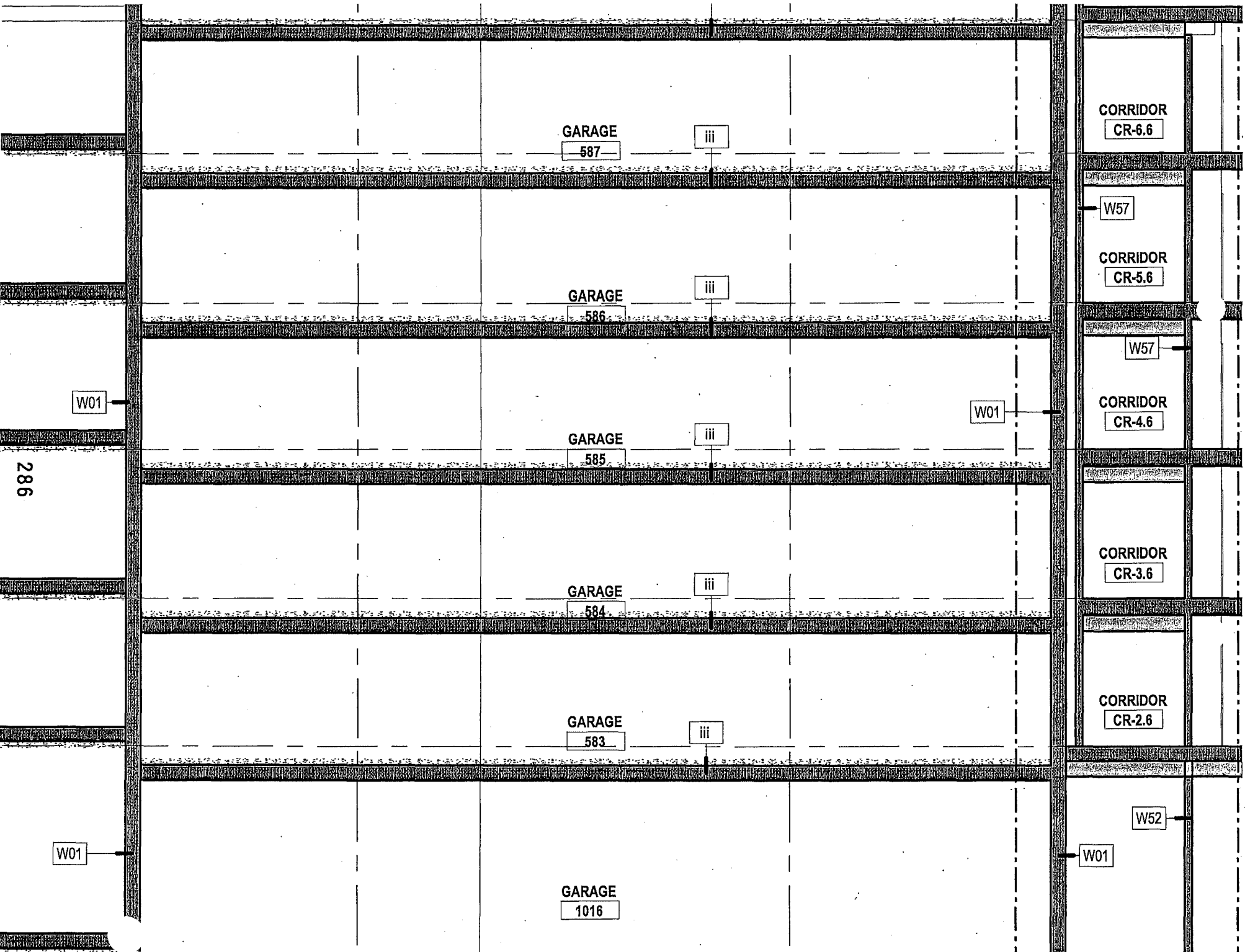


1/8" = 1'-0"

PRIVATE COURTYARD EAST ELEVATION

4





GARAGE
587

iii

CORRIDOR
CR-6.6

W57

CORRIDOR
CR-5.6

GARAGE
586

iii

W57

CORRIDOR
CR-4.6

W01

W01

GARAGE
585

iii

286

CORRIDOR
CR-3.6

GARAGE
584

iii

CORRIDOR
CR-2.6

GARAGE
583

iii

W52

W01

W01

GARAGE
1016

GARAGE
197

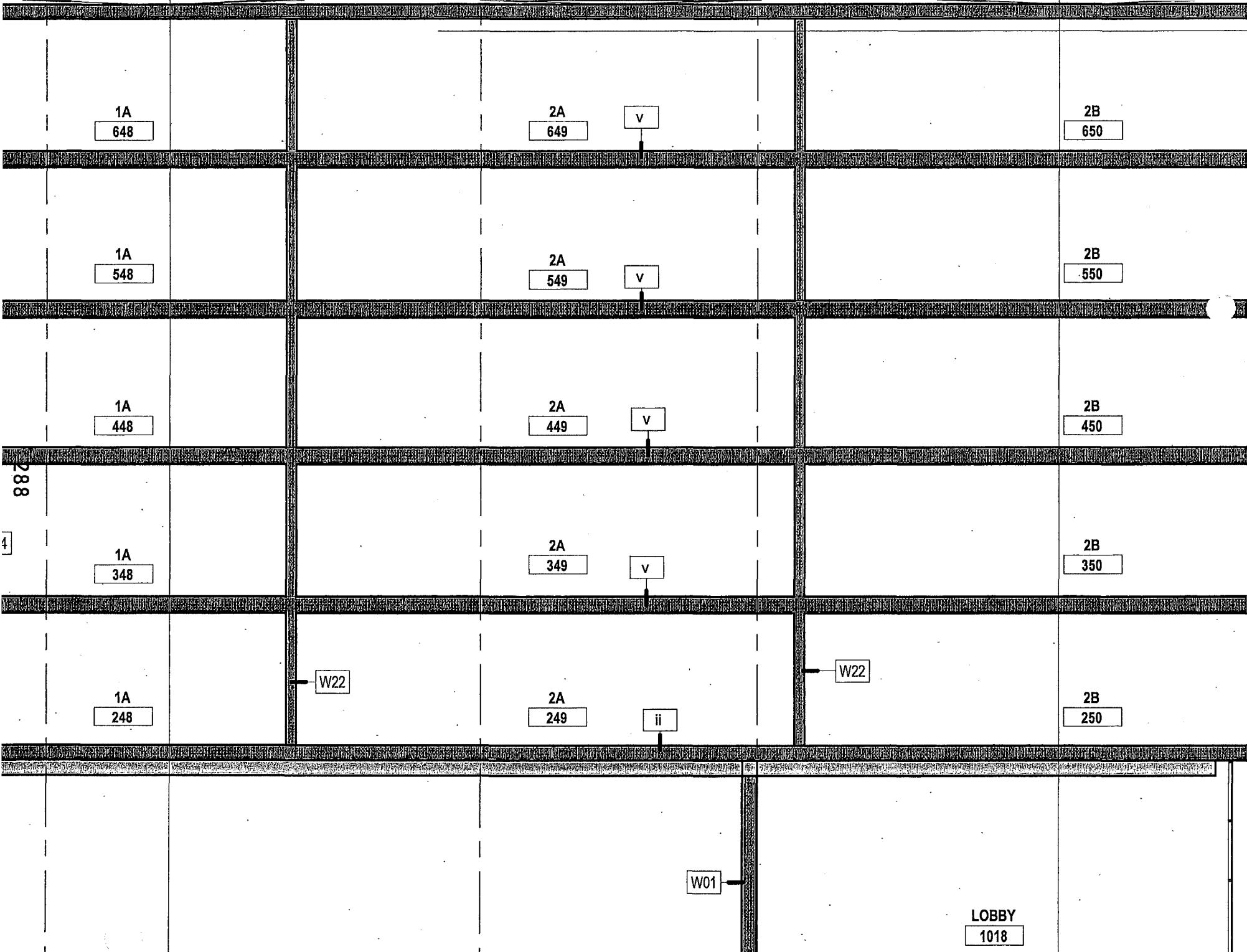
GARAGE
196

GARAGE
195

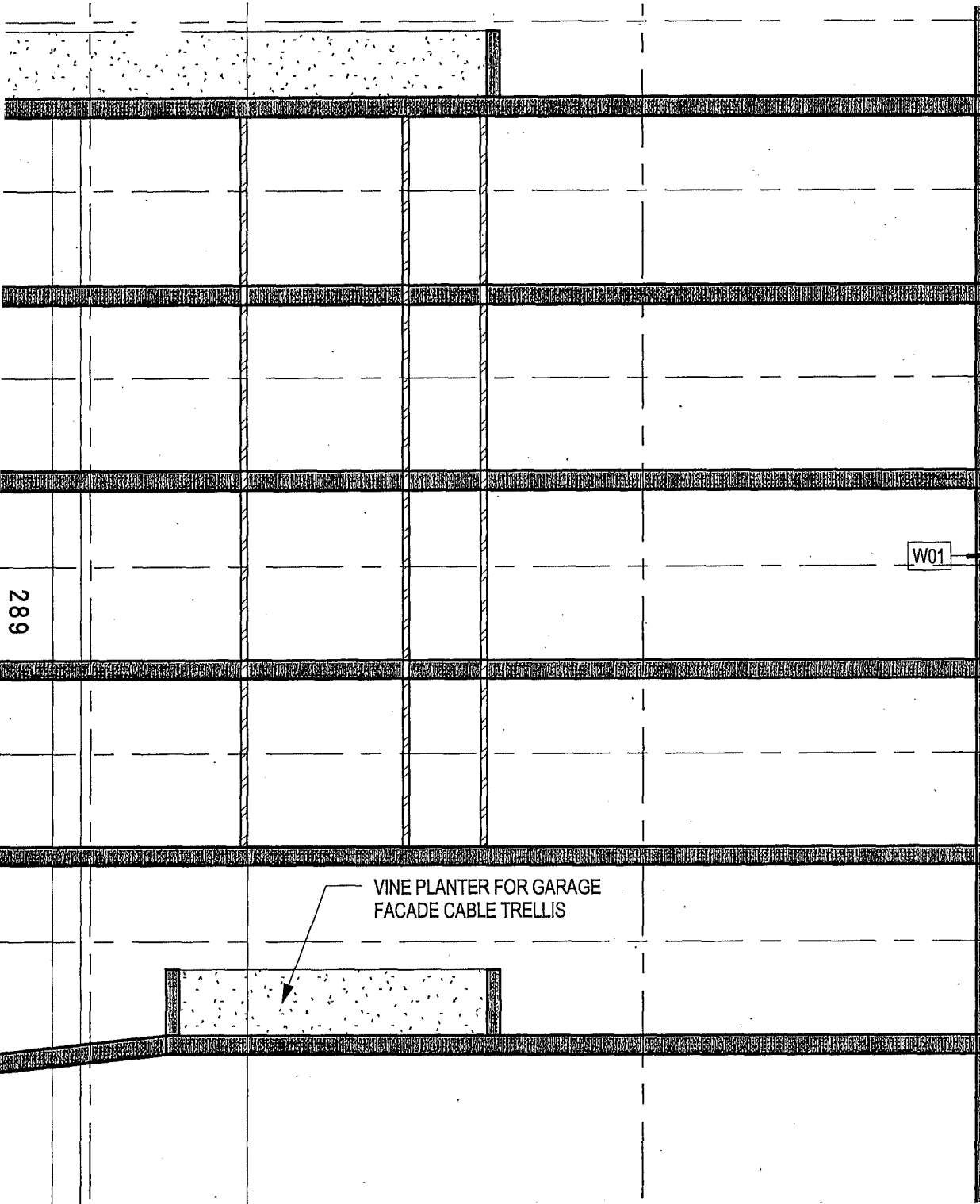
GARAGE
194

GARAGE
193

GARAGE
1016



289



5'-0"

v

S1
654

5'-0"

v

S1
554

W57

5'-0"

v

S1
454

W22

5'-0"

v

S1
354

5'-0"

ii

S1
254

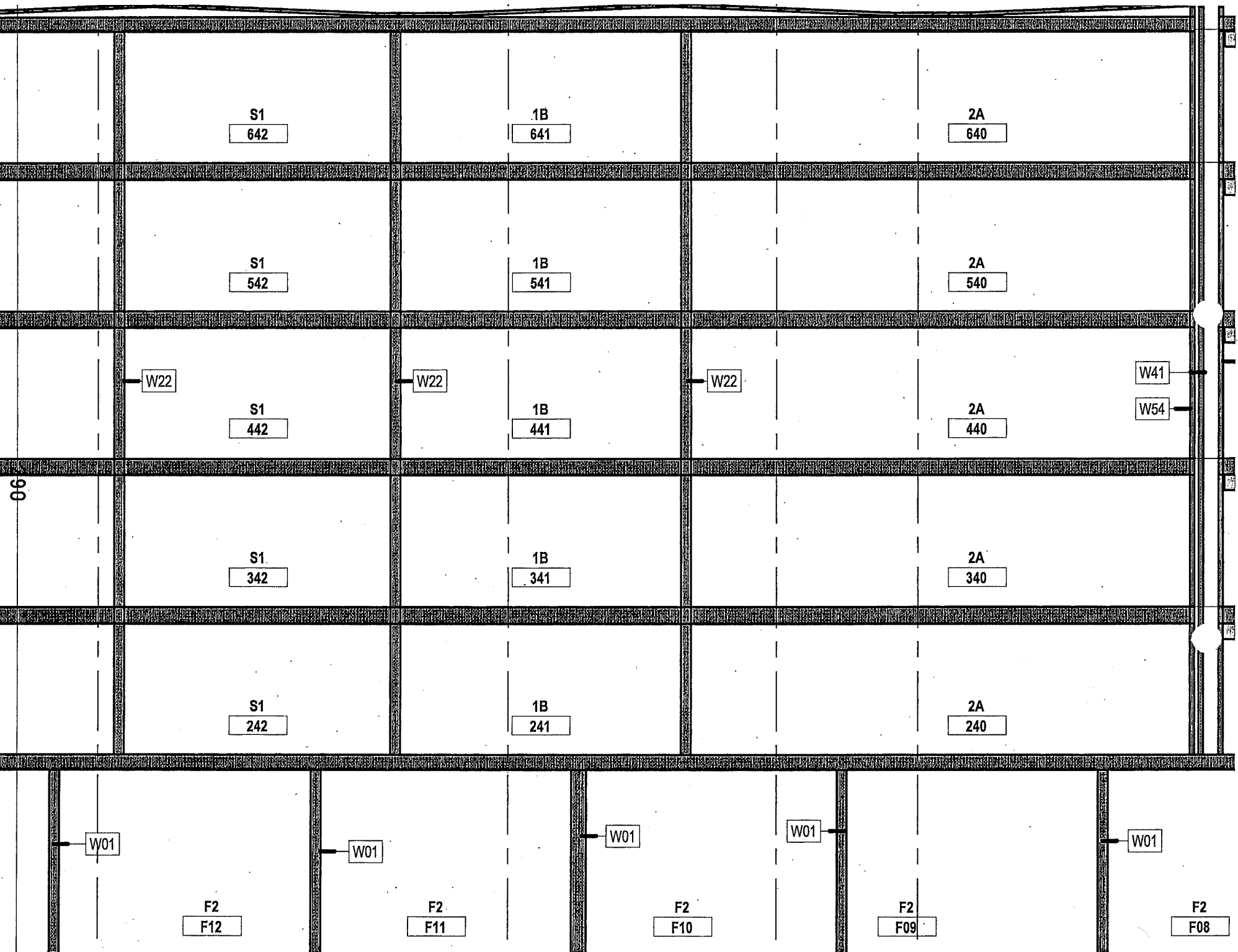
15'-0"

RES.
TRASH
1022

TRANS.
1024

W01

W01



S1
642

1B
641

2A
640

S1
542

1B
541

2A
540

W22

W22

W22

W41

W54

S1
442

1B
441

2A
440

06

S1
342

1B
341

2A
340

S1
242

1B
241

2A
240

W01

W01

W01

W01

W01

F2
F12

F2
F11

F2
F10

F2
F09

F2
F08

1A.2

672

2A

670

2A

669

1A.2

572

W54

W54

2A

570

W22

2A

569

W22

1A.2

472

2A

470

2A

469

1A.2

372

2A

370

2A

369

1A.2

272

2A

270

2A

269

3A

107

W21

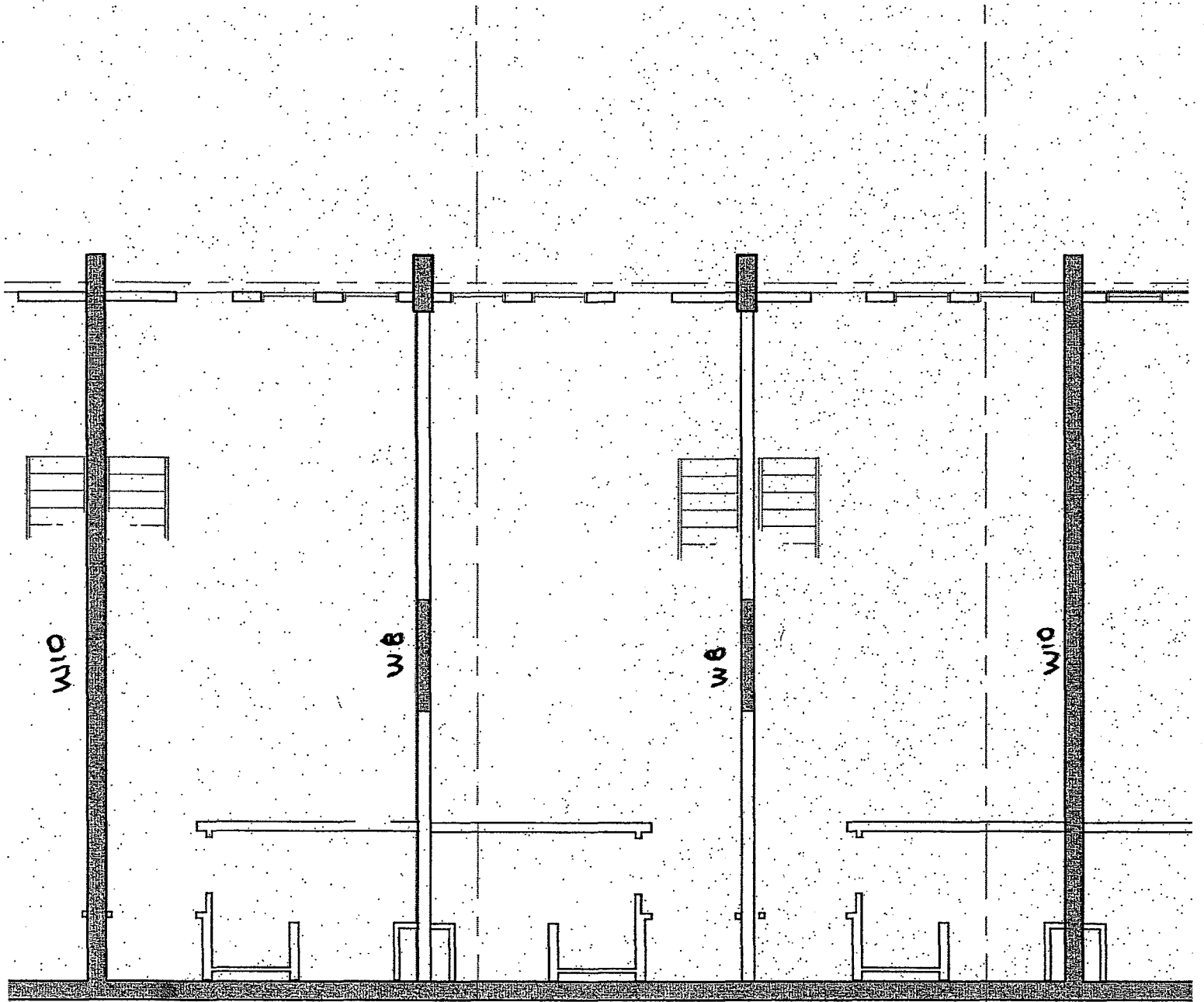
3A

105

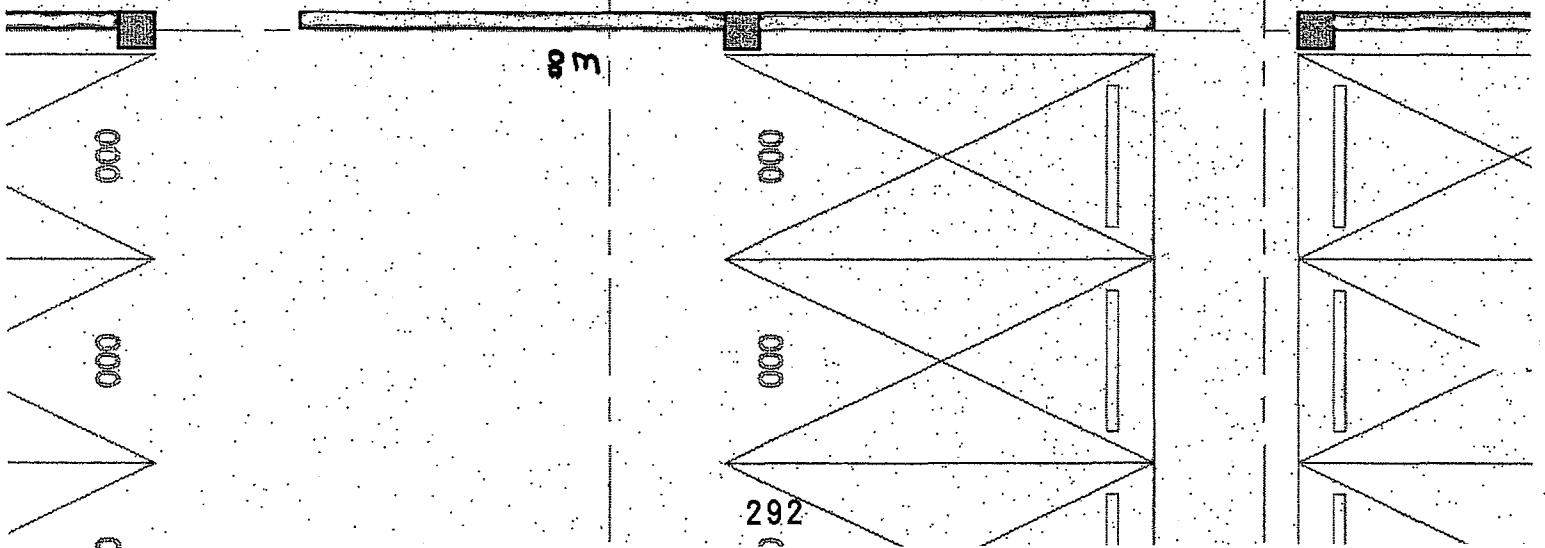
W01

i

62



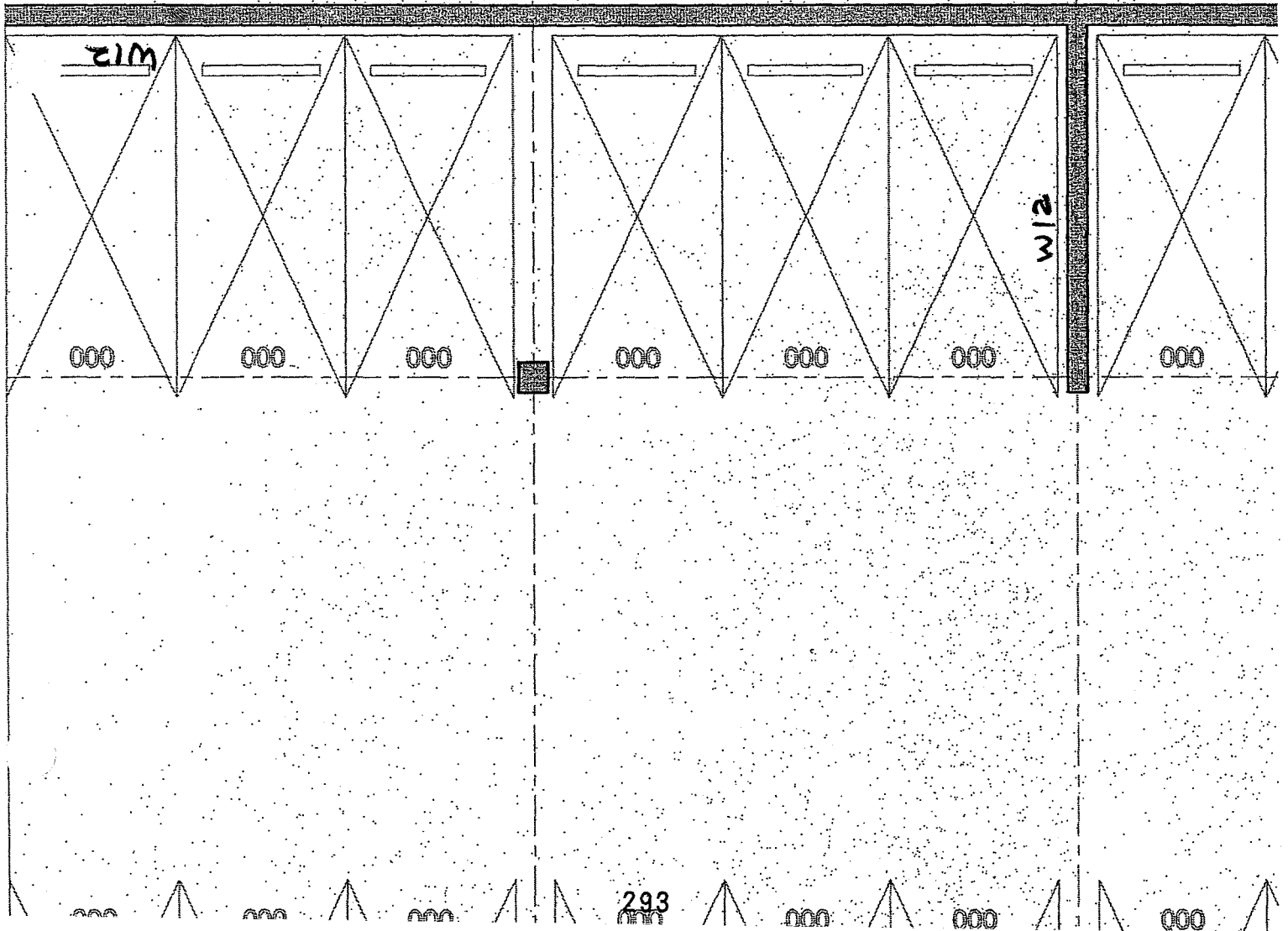
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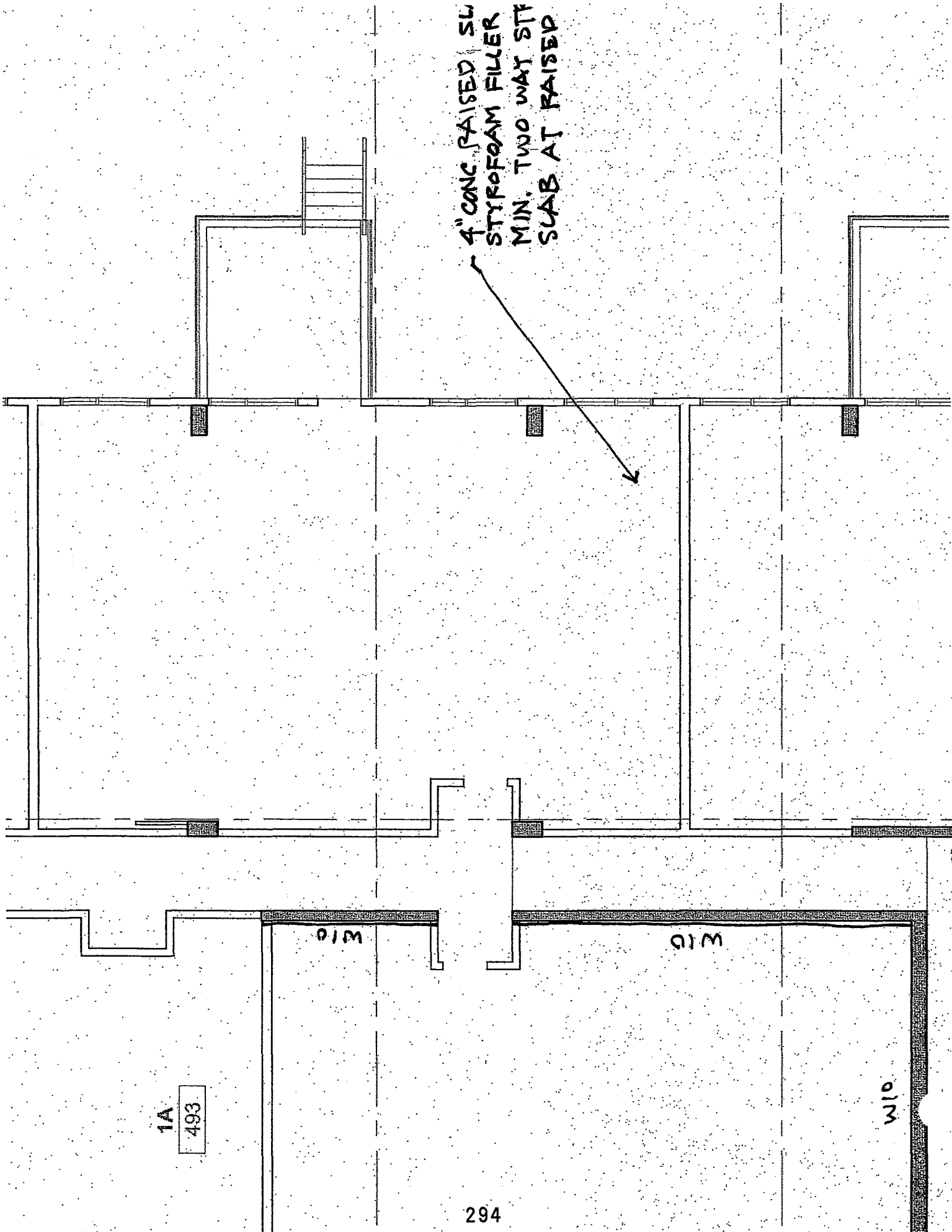
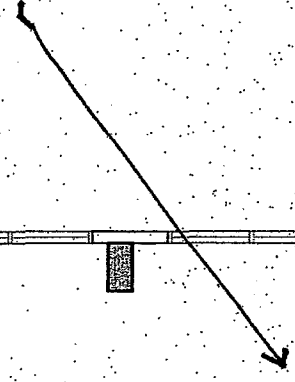
w8

TOWN HALL -
INT.

544



4" CONC RAISED SL
STYROFOAM FILLER
MIN. TWO WAY STP
SLAB AT RAISED



1A
493

W10

W10

W10

APPENDIX B

**PREVIOUS SUMMARY TABLES AND LABORATORY
ANALYTICAL REPORTS**

Date sampled	TPH										VOCs										All Other VOC	
	TPHg	Acetone	Benzene	2-Butanone	Carbon Disulfide	Carbon Tetrachloride	Chloroform	Chloro-methane	Dichloro-difluoro-methane	1,1-Dichloro-ethane	Ethyl-benzene	Methyl-tert-butyl-ether	Methylene Chloride	o-Xylene	p/m-Xylene	Tetrachloro-ethene	Toluene	Trichloro-fluoro-methane	1,1,1-Trichloro-ethane	1,1,2-Trichloro-1,2,2-Trifluoroethane		1,2,4-Trimethyl-benzene
	µg/m ³																					
06/17/13	<7,000	63	<1.7	8.1	<6.6	<3.3	<2.6	<1.1	<2.6	160	<2.3	<7.6	<18	<2.3	<9.1	<3.6	<2.0	<6.0	58	<12	<7.8	NC
06/17/13	<7,000	100	<1.8	9.1	<6.9	<3.5	<2.7	<1.1	<2.7	160	<2.4	<8.0	<19	<2.4	<9.6	<3.8	<2.1	<6.2	60	<13	<8.2	NC
06/17/13	<7,000	130	8.3	39	<6.2	<3.1	<2.4	<1.0	<2.5	<2.0	3.2	130	<17	6.3	11	<3.4	17	<5.6	<2.7	<11	<7.4	NE
06/17/13	<7,000	110	30	23	<7.2	6.9	<2.8	<1.2	<2.9	<2.3	6.9	<8.4	<20	9.1	21	5.2	40	6.8	210	<13	<8.6	NE
06/17/13	<7,000	26	4.8	<5.8	<8.2	<4.1	7.8	<1.4	<3.2	<2.7	<2.8	<9.4	<23	3.8	<11	<4.4	10	<7.4	35	<15	<9.7	NE
06/17/13	<7,000	55	7.6	13	13	<3.5	<2.7	<1.1	<2.7	<2.2	5.1	<8.0	<19	9.5	20	<3.8	17	<6.2	18	<13	<8.2	NC
06/17/13	<7,000	7.3	0.41	<1.5	<1.6	0.62	<0.12	1.2	2.6	<0.10	0.2	<0.09	0.53	0.23	0.65	<0.17	1.3	1.5	0.56	0.64	0.2	NC
	150,000	16,000,000	42	2,600,000	NE	29	230	47,000	NE	760	490	4,700	NE	52,000	52,000	210	160,000	NE	2,600,000	NE	NE	NE
	NE	NE	36.2	NE	NE	25	NE	NE	NE	NE	NE	4,000	NE	315,000	317,000	180	135,000	NE	991,000	NE	NE	NE

cut 3 feet above grade. Sample collected at about 8 feet below concrete slab, translating to about 5 feet below ground surface.

atory reporting limit
ting limit

are from Summary Table E, Indoor Air and Soil Gas (Vapor Intrusion Concerns), from the 2013 Tier 1 ESLs, by the California Regional Water Quality Control Board, San Francisco Bay Region, dated May 2013.

) values cited are from Summary Table 2, California Human Health Screening Levels for Indoor Air and Soil Gas, from the *Use of California Human Health Screening Levels (CHSLs) in Evaluation of Contaminated Properties*, by the California Environmental Protection Agency, dated January 2005.

Table 2
Summary of Soil Sample Analytical Results – Metals (10/19/11)
801 Brannan Street, San Francisco, California

Metal	B1 COMP-A	B1 COMP-B	B2 COMP	B3 COMP-A	B3 COMP-B	B4 COMP	B5 COMP-A	B5 COMP-B	ESL	Hazardous Waste Criteria (TTLC)	Hazardous Criterion (STLC) (mg/L)	Potentially Hazardous Criterion (10xSTLC)
Antimony	11	3.0	4.3	1.2	0.78	2.4	<0.5	0.68	40	500	15	150
Arsenic	8.9	9.9	21	5.2	6.1	9.2	3.8	4.1	1.6	500	5.0	50
Barium	220	120	100	260	110	220	230	98	1,500	10,000	100	1,000
Beryllium	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	0.61	8.0	100	0.75	7.5
Cadmium	0.51	<0.25	1.0	0.76	<0.25	0.30	<0.25	<0.25	7.4	500	1.0	10
Chromium (total)	790	57	65	730	66	73	45	53	2500	2,500	5.0	50
Cobalt	30	6.4	20	20	11	5.8	23	11	80	8,000	80	800
Copper	540	84	130	460	150	90	17	31	230	2,500	25	250
Lead	370	880	520	420	180	970	78	120	750	1,000	5.0	50
Mercury	0.47	0.26	0.43	0.34	0.38	0.23	0.12	0.38	10	20	0.2	2.0
Molybdenum	1.5	0.92	0.57	0.98	1.6	0.56	<0.5	2.6	40	3,500	350	3,500
Nickel	800	35	77	400	58	32	26	53	150	2,000	20	200
Selenium	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	10	100	1.0	10
Silver	0.67	<0.5	1.2	<0.5	0.70	0.82	1.2	<0.5	40	500	5.0	50
Thallium	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	16	700	7.0	70
Vanadium	48	46	44	34	50	49	33	63	200	2,400	24	240
Zinc	560	590	710	540	190	140	47	60	600	5,000	250	2,500

Notes:

ESL = Water Board Environmental Screening Level (for shallow soil, commercial land use, groundwater is not a potential drinking water source, coarse lithology)
 STLC = Soluble Threshold Limit Concentration by WET (Waste Extraction Test); TTLC = Total Threshold Limit Concentration
 mg/L = milligrams per liter

All concentrations are expressed in milligrams per kilogram (mg/kg) unless otherwise noted. Concentrations in bold face equal or exceed their respective regulatory criterion of 10 x STLC that could be potentially hazardous. Concentrations that do not exceed the 10 x STLC but exceed the advisory ESL are in italics.

Table 3
Summary of Soil Sample Results –
WET & TCLP Analyses for Lead (10/19/11)
801 Brannan Street, San Francisco, California

Metal (Method)	B1 COMP-A	B1 COMP-B	B2 COMP	B3 COMP-A	B3 COMP-B	B4 COMP	B5 COMP-A	B5 COMP-B	Hazardous Criterion (STLC)	Hazardous Waste Criterion (TCLP)
Lead (TILC)	370	880	520	420	180	970	78	120	NA	NA
Lead (STLC)	19	34	26	17	18	8.5	4.4	51	5	NA
Lead (TCLP)	0.29	0.66	<0.1	1.8	0.51	4.5	<0.1	<0.1	NA	5

Notes:

STLC = Soluble Theshold Limit Concentration
TCLP= Toxicity Characteristic Leachate Procedure
TTLC = Total Threshold Limit Concentration
WET = Waste Estraction Test

NA = Criteria not applicable to method stated

All COMP sample concentrations are expressed in milligrams per kilogram (mg/kg); the STLC (WET) and TCLP samples are expressed in milligrams per liter (mg/L). Concentrations in **bold** face equal or exceed the regulatory "Hazardous/Hazardouis Waste" criterion for lead of 5 mg/L STLC/TCLP.

Table 4
Summary of Soil Sample Analytical Results Lead –
Hydrocarbons and BTEX (10/19/11)
801 Brannan Street, San Francisco, California

Sample Name	TVHg	MBTEX	TEHd	TEHmo
B1 COMP-A	4.5	0.017 Toluene 0.012 Ethylbenzene 0.090 Xylenes	150	740
B1 COMP-B	<1.0	<0.005	170	190
B2 COMP	3.5	0.017 Benzene 0.080 Toluene 0.013 Ethylbenzene 0.16 Xylenes	280	490
B3 COMP-A	2.0	0.0055 Ethylbenzene 0.096 Xylenes	63	350
B3 COMP-B	<1.0	0.017 Xylenes	78	280
B4 COMP	<1.0	0.011 Toluene 0.034 Xylenes	51	320
B5 COMP-A	<1.0	0.010 Xylenes	13	48
B5 COMP-B	<1.0	0.014 Toluene 0.017 Xylenes	34	120
ESL	83	Various but NA	83	370

Notes:

TEHd = total extractable hydrocarbons as diesel
TEHmo = total extractable hydrocarbons as motor oil
TVHg = total volatile hydrocarbons as gasoline

NA = not applicable

ESL = Water Board Environmental Screening Level (for residential)

All concentrations are expressed in milligrams per kilogram (mg/kg). **Bold** designates exceedance of an ESL.

TABLE 1
SOIL ANALYTICAL RESULTS
801 BRANNAN STREET
SAN FRANCISCO, CALIFORNIA

Sample ID	Sample Date	Sample Depth	TRPH	8270C	8010	8260B	Cadmium	Chromium	Lead	Nickel	Zinc
			mg/kg	mg/kg	ug/kg	ug/kg	ug/kg	ug/kg	mg/kg	mg/kg	mg/kg
EB-4-2.0	6/29/00	2.0'	230	--	ND	--	ND	45	13	43	35
EB-4-5.0	6/29/00	5.0'	110	--	--	ND	--	--	3,600	--	--
EB-4-4.0	6/29/00	4.0'	70	--	--	--	--	--	1,600	--	--
EB-4-6.0	6/29/00	6.0'	100	--	ND	--	ND	66	120	110	200
EB-5-1.0	6/29/00	1.0'	20	--	--	--	--	--	220	--	--
EB-5-3.0	6/29/00	3.0'	40	--	--	--	--	--	4,500	--	--
EB-5-4.0	6/29/00	4.0'	26,000	--	--	--	ND	43	57	39	53
EB-5-8.0	6/29/00	8.0'	ND	--	--	--	--	--	21	--	--
EB-5-9.0	6/29/00	9.0'	50	--	ND	--	--	--	32	--	--
EB-5-12.0	6/29/00	12.0'	ND	ND	--	--	--	--	ND	--	--
EB-5-20.0	6/29/00	20.0'	ND	--	ND	--	ND	25	ND	17	22
EB-6-1.0	6/29/00	1.0'	170	--	--	--	ND	21	190	16	110
EB-6-3.0	6/29/00	3.0'	11,000	ND	--	--	--	--	ND	--	--
EB-6-8.0	6/29/00	8.0'	60	--	--	--	--	--	110	--	--
EB-6-12.0	6/29/00	12.0'	130	--	--	--	ND	32	1,400	23	91
EB-6-16.0	6/29/00	16.0'	70	--	--	--	--	--	110	--	--
EB-6-20.0	6/29/00	20.0'	140	--	--	--	--	--	100	--	--
EB-7-1.5	6/29/00	1.5'	60	--	--	--	--	--	47	--	--
EB-7-4.0	6/29/00	4.0'	30	--	ND	--	--	--	26	--	--
EB-7-6.0	6/29/00	6.0'	14	--	--	ND	ND	59	21	40	40
EB-7-8.0	6/29/00	8.0'	14	--	ND	--	--	--	800	--	--
EB-7-16.0	6/29/00	16.0'	ND	--	--	--	--	--	28	--	--
EB-7-20.0	6/29/00	20.0'	ND	--	--	--	--	--	19	--	--
EB-9-3.0	6/29/00	3.0'	300	--	--	--	0.56	35	190	65	260
EB-9-4.0	6/29/00	4.0'	1,000	--	--	--	--	--	140	--	--
EB-9-5.0	6/29/00	5.0'	60	--	--	--	--	--	360	--	--
EB-9-6.0	6/29/00	6.0'	30	--	--	--	--	--	190	--	--
EB-9-7.5	6/29/00	7.5'	50	--	ND	--	--	--	17	--	--
EB-10-1.0	6/29/00	1.0'	29,000	--	--	--	--	--	9.4	--	--
EB-10-3.0	6/29/00	3.0'	170	--	--	--	--	--	370	--	--
EB-10-4.0	6/29/00	4.0'	50	--	ND	--	ND	24	3,000	20	3700
EB-10-7.0	6/29/00	7.0'	110	--	--	--	--	--	250	--	--
EB-10-8.0	6/29/00	8.0'	370	ND	--	--	--	--	260	--	--
EB-10-12.0	6/29/00	12.0'	14	--	--	ND	ND	28	4,400	60	730
EB-10-20.0	6/29/00	20.0'	160	--	--	--	--	--	720	--	--
B-1-2.5	7/5/00	2.5'	46	--	--	--	--	--	290	--	--
B-1-5.0	7/5/00	5.0'	48	--	--	--	--	--	380	--	--
B-1-15.5	7/5/00	15.5'	ND	--	--	--	--	--	ND	--	--
B-2-5.0	6/29/00	5.0'	70	--	--	--	--	--	87	--	--
B-2-7.5	6/29/00	7.5'	20	--	--	--	--	--	180	--	--
B-2-10.0	6/29/00	10.0'	11	--	--	--	--	--	29	--	--
B-3-2.5	6/29/00	2.5'	110	--	--	--	--	--	2,300	--	--
B-3-5.0	6/29/00	5.0'	40	--	--	--	--	--	98	--	--
B-3-7.5	6/29/00	7.5'	30	--	--	--	--	--	280	--	--
B-3-10.0	6/29/00	10.0'	12	--	--	--	--	--	16,000	--	--

Notes:

TRPH = Total Recoverable Petroleum Hydrocarbons-EPA Method SM5520

8010 = Halogenated Organic Compounds - EPA Method 8010

8270C = Poly Aromatic Hydrocarbons - EPA Method 8270C

8260B = Volatile Organic Compounds - EPA Method 8260B

mg/kg = milligrams per kilogram

ug/kg = micrograms per liter

BOLD indicates detected at or above the laboratory reporting limit

ND = Not detected at or above the laboratory reporting limit

-- = Not Analyzed or Not Applicable

TABLE 2
GROUNDWATER ANALYTICAL RESULTS
801 BRANNAN STREET,
SAN FRANCISCO, CALIFORNIA

Sample ID	Sample Date	TRPH	TPH(mo)	TPH(d)	TPH(g)	8270C	8010	8260B	Cadmium	Chromium	Lead	Nickel	Zinc
		mg/L	ug/L				mg/L						
EB-6	6/29/00	12	1,900	1,000	ND	ND	ND	--	--	--	--	--	--
EB-10	6/29/00	3	610	210	ND	--	--	ND	ND	ND	ND	ND	0.55

Notes:

mg/L = milligrams per liter

ug/L = micrograms per liter

TRPH = Total Recoverable Petroleum Hydrocarbons - EPA Method SM5520

TPH(mo) = Total Petroleum Hydrocarbons as Motor Oil, EPA Method 8015

TPH(d) = Total Petroleum Hydrocarbons as Diesel Range (C10-C23), EPA Method 8015M

TPH(g) = Total Petroleum Hydrocarbons as Gasoline, EPA Method 8015M

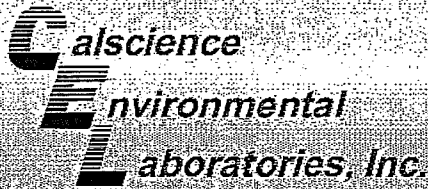
8270C = I Semi-Volatile Organic Compounds - EPA Method 8260C

8010 = Halogenated Organic Compounds - EPA Method 8010

8260B = Volatile Organic Compounds - EPA Method 8260B

ND = Not detected at or above the laboratory reporting limit

-- = Not Analyzed or Not Applicable



Supplemental Report 1

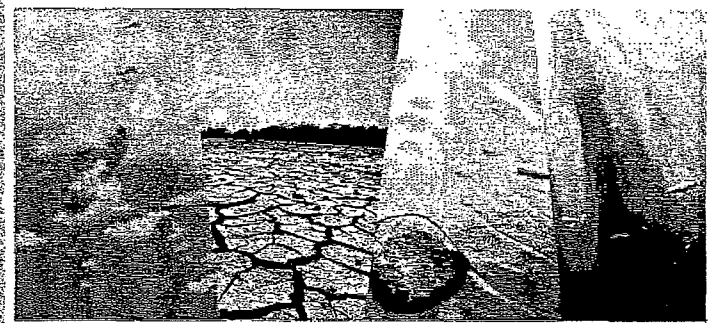
Additional requested analyses have been added to the original report.



CALSCIENCE

WORK ORDER NUMBER: 13-06-1141

The difference is service.



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Analytical Report For

Client: Treadwell & Rollo - A Langan Company

Client Project Name: 801 Brannan / 731615201

Attention: Veronica Tiglao

555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Approved for release on 06/28/2013 by:
Kristin Beckley
Project Manager

ResultLink >

Email your PM >

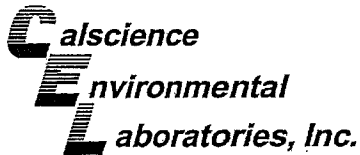


Calscience Environmental Laboratories, Inc. (Calscience) certifies that the test results provided in this report meet all NELAC requirements for parameters for which accreditation is required or available. Any exceptions to NELAC requirements are noted in the case narrative. The original report of subcontracted analyses, if any, is attached to this report. The results in this report are limited to the sample(s) tested and any reproduction thereof must be made in its entirety. The client or recipient of this report is specifically prohibited from making material changes to said report and, to the extent that such changes are made, Calscience is not responsible, legally or otherwise. The client or recipient agrees to indemnify Calscience for any defense to any litigation which may arise.

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Work Order Number: 13-06-1141

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Work Order Narrative

Work Order: 13-06-1141

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Condition Upon Receipt:

Samples were received under Chain of Custody (COC) on 06/18/13. They were assigned to Work Order 13-06-1141.

Unless otherwise noted on the Sample Receiving forms all samples were received in good condition and within the recommended EPA temperature criteria for the methods noted on the COC. The COC and Sample Receiving Documents are integral elements of the analytical report and are presented at the back of the report.

Holding Times:

All samples were analyzed within prescribed holding times (HT) and/or in accordance with the Calscience Sample Acceptance Policy unless otherwise noted in the analytical report and/or comprehensive case narrative, if required.

Any parameter identified in 40CFR Part 136.3 Table II that is designated as "analyze immediately" with an immediate holding time (HT \leq 15 minutes —40CFR-136.3 Table II footnote 4), is considered a "field" test and reported samples results are not flagged unless the analysis is performed beyond 24 hours of the time of collection.

Quality Control:

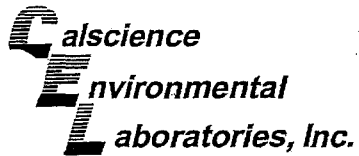
All quality control parameters (QC) were within established control limits except where noted in the QC summary forms or described further within this report.

Additional Comments:

Solid - Unless otherwise indicated, solid sample data is reported on a wet weight basis, not corrected for % moisture. All QC results are always reported on a wet weight basis.

Subcontractor Information:

Unless otherwise noted below (or on the subcontract form), no samples were subcontracted.



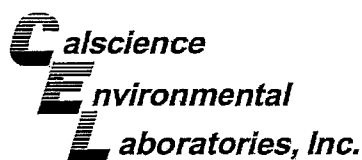
Sample Summary

Client: Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Work Order: 13-06-1141
 Project Name: 801 Brannan / 731615201
 PO Number:
 Date Received: 06/18/13

Attn: Veronica Tiglao

Sample Identification	Lab Number	Collection Date and Time	Number of Containers	Matrix
TR-SG-1	13-06-1141-1	06/17/13 12:31	1	Air
Dup-1	13-06-1141-2	06/17/13 12:31	1	Air
TR-SG-2	13-06-1141-3	06/17/13 13:11	1	Air
TR-SG-3	13-06-1141-4	06/17/13 14:21	1	Air
TR-SG-4	13-06-1141-5	06/17/13 15:06	1	Air
TR-SG-5	13-06-1141-6	06/17/13 15:31	1	Air
Ambient-1	13-06-1141-7	06/17/13 15:45	1	Air



Detections Summary

Client: Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Work Order: 13-06-1141
 Project Name: 801 Brannan / 731615201
 Received: 06/18/13

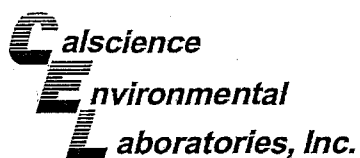
Attn: Veronica Tiglao

Page 1 of 2

Client SampleID

<u>Analyte</u>	<u>Result</u>	<u>Qualifiers</u>	<u>RL</u>	<u>Units</u>	<u>Method</u>	<u>Extraction</u>
TR-SG-1 (13-06-1141-1)						
Methane	12.3		0.500	%v	ASTM D-1946	N/A
Acetone	63		5.0	ug/m3	EPA TO-15	N/A
2-Butanone	8.1		4.7	ug/m3	EPA TO-15	N/A
1,1-Dichloroethane	160		2.1	ug/m3	EPA TO-15	N/A
1,1,1-Trichloroethane	58		2.9	ug/m3	EPA TO-15	N/A
Dup-1 (13-06-1141-2)						
Methane	13.0		0.500	%v	ASTM D-1946	N/A
Acetone	100		5.3	ug/m3	EPA TO-15	N/A
2-Butanone	9.1		4.9	ug/m3	EPA TO-15	N/A
1,1-Dichloroethane	160		2.2	ug/m3	EPA TO-15	N/A
1,1,1-Trichloroethane	60		3.0	ug/m3	EPA TO-15	N/A
TR-SG-2 (13-06-1141-3)						
Methane	0.732		0.500	%v	ASTM D-1946	N/A
Acetone	130		4.8	ug/m3	EPA TO-15	N/A
Benzene	8.3		1.6	ug/m3	EPA TO-15	N/A
2-Butanone	39		4.4	ug/m3	EPA TO-15	N/A
Ethylbenzene	3.2		2.2	ug/m3	EPA TO-15	N/A
Methyl-t-Butyl Ether (MTBE)	130		7.2	ug/m3	EPA TO-15	N/A
o-Xylene	6.3		2.2	ug/m3	EPA TO-15	N/A
p/m-Xylene	11		8.7	ug/m3	EPA TO-15	N/A
Toluene	17		1.9	ug/m3	EPA TO-15	N/A
TR-SG-3 (13-06-1141-4)						
Acetone	110		5.5	ug/m3	EPA TO-15	N/A
Benzene	30		1.9	ug/m3	EPA TO-15	N/A
2-Butanone	23		5.1	ug/m3	EPA TO-15	N/A
Carbon Tetrachloride	6.9		3.6	ug/m3	EPA TO-15	N/A
Ethylbenzene	6.9		2.5	ug/m3	EPA TO-15	N/A
o-Xylene	9.1		2.5	ug/m3	EPA TO-15	N/A
p/m-Xylene	21		10	ug/m3	EPA TO-15	N/A
Tetrachloroethene	5.2		3.9	ug/m3	EPA TO-15	N/A
Toluene	40		2.2	ug/m3	EPA TO-15	N/A
Trichlorofluoromethane	6.8		6.5	ug/m3	EPA TO-15	N/A
1,1,1-Trichloroethane	210		3.2	ug/m3	EPA TO-15	N/A

* MDL is shown



Detections Summary

Client: Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Work Order: 13-06-1141
 Project Name: 801 Brannan / 731615201
 Received: 06/18/13

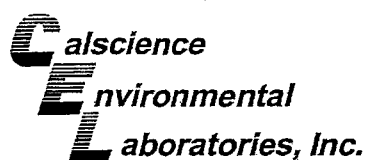
Attn: Veronica Tiglao

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Client SampleID

<u>Analyte</u>	<u>Result</u>	<u>Qualifiers</u>	<u>RL</u>	<u>Units</u>	<u>Method</u>	<u>Extraction</u>
TR-SG-4 (13-06-1141-5)						
Acetone	26		6.2	ug/m3	EPA TO-15	N/A
Benzene	4.8		2.1	ug/m3	EPA TO-15	N/A
Chloroform	7.8		3.2	ug/m3	EPA TO-15	N/A
o-Xylene	3.8		2.8	ug/m3	EPA TO-15	N/A
Toluene	10		2.5	ug/m3	EPA TO-15	N/A
1,1,1-Trichloroethane	35		3.6	ug/m3	EPA TO-15	N/A
TR-SG-5 (13-06-1141-6)						
Acetone	55		5.3	ug/m3	EPA TO-15	N/A
Benzene	7.6		1.8	ug/m3	EPA TO-15	N/A
2-Butanone	13		4.9	ug/m3	EPA TO-15	N/A
Carbon Disulfide	13		6.9	ug/m3	EPA TO-15	N/A
Ethylbenzene	5.1		2.4	ug/m3	EPA TO-15	N/A
m-Xylene	9.5		2.4	ug/m3	EPA TO-15	N/A
p/m-Xylene	20		9.6	ug/m3	EPA TO-15	N/A
Toluene	17		2.1	ug/m3	EPA TO-15	N/A
1,1,1-Trichloroethane	18		3.0	ug/m3	EPA TO-15	N/A
Ambient-1 (13-06-1141-7)						
1,1,1-Trichloroethane	0.56		0.14	ug/m3	EPA TO-15 SIM	N/A
1,1,2-Trichloro-1,2,2-Trifluoroethane	0.64		0.19	ug/m3	EPA TO-15 SIM	N/A
1,2,4-Trimethylbenzene	0.20		0.12	ug/m3	EPA TO-15 SIM	N/A
Acetone	7.3		1.2	ug/m3	EPA TO-15 SIM	N/A
Benzene	0.41		0.080	ug/m3	EPA TO-15 SIM	N/A
Carbon Tetrachloride	0.62		0.063	ug/m3	EPA TO-15 SIM	N/A
Chloromethane	1.2		0.052	ug/m3	EPA TO-15 SIM	N/A
Dichlorodifluoromethane	2.6		0.12	ug/m3	EPA TO-15 SIM	N/A
Ethylbenzene	0.20		0.11	ug/m3	EPA TO-15 SIM	N/A
Methylene Chloride	0.53		0.087	ug/m3	EPA TO-15 SIM	N/A
Toluene	1.3		0.094	ug/m3	EPA TO-15 SIM	N/A
Trichlorofluoromethane	1.5		0.14	ug/m3	EPA TO-15 SIM	N/A
o-Xylene	0.23		0.11	ug/m3	EPA TO-15 SIM	N/A
p/m-Xylene	0.65		0.11	ug/m3	EPA TO-15 SIM	N/A

Subcontracted analyses, if any, are not included in this summary.



Analytical Report

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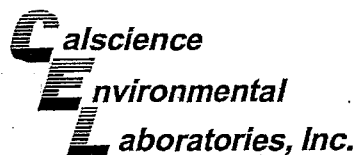
Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: ASTM D-1946
Units: %v

Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-1	13-06-1141-1-A	06/17/13 12:31	Air	GC 65	N/A	06/18/13 13:13	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		12.3		0.500		1	
Dup-1	13-06-1141-2-A	06/17/13 12:31	Air	GC 65	N/A	06/18/13 13:32	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		13.0		0.500		1	
TR-SG-2	13-06-1141-3-A	06/17/13 13:11	Air	GC 65	N/A	06/18/13 13:52	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		0.732		0.500		1	
TR-SG-3	13-06-1141-4-A	06/17/13 14:21	Air	GC 65	N/A	06/18/13 14:09	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		ND		0.500		1	
TR-SG-4	13-06-1141-5-A	06/17/13 15:06	Air	GC 65	N/A	06/18/13 14:28	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		ND		0.500		1	
TR-SG-5	13-06-1141-6-A	06/17/13 15:31	Air	GC 65	N/A	06/18/13 14:48	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		ND		0.500		1	
Ambient-1	13-06-1141-7-A	06/17/13 15:45	Air	GC 65	N/A	06/18/13 15:09	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		ND		0.500		1	
Method Blank	099-03-002-1839	N/A	Air	GC 65	N/A	06/18/13 11:38	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Methane		ND		0.500		1	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Analytical Report

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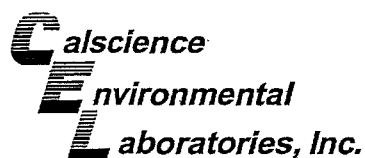
Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: ASTM D-1946 (M)
Units: %v

Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-1	13-06-1141-1-A	06/17/13 12:31	Air	GC 55	N/A	06/18/13 13:15	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
Dup-1	13-06-1141-2-A	06/17/13 12:31	Air	GC 55	N/A	06/18/13 13:39	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
TR-SG-2	13-06-1141-3-A	06/17/13 13:11	Air	GC 55	N/A	06/18/13 14:02	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
TR-SG-3	13-06-1141-4-A	06/17/13 14:21	Air	GC 55	N/A	06/18/13 14:27	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
TR-SG-4	13-06-1141-5-A	06/17/13 15:06	Air	GC 55	N/A	06/18/13 14:49	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
TR-SG-5	13-06-1141-6-A	06/17/13 15:31	Air	GC 55	N/A	06/18/13 15:12	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
Ambient-1	13-06-1141-7-A	06/17/13 15:45	Air	GC 55	N/A	06/18/13 15:44	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
Helium		ND		0.0100		1	
Method Blank	099-12-872-460	N/A	Air	GC 55	N/A	06/18/13 10:08	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
um		ND		0.0100		1	

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Analytical Report

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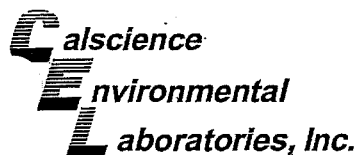
Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15
Units: ug/m3

Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-1	13-06-1141-1-A	06/17/13 12:31	Air	GC/MS-KKK	N/A	06/20/13 22:50	130620L01
Parameter		Result	RL	DF	Qualifiers		
Acetone		63	5.0	1.06			
Benzene		ND	1.7	1.06			
Benzyl Chloride		ND	8.2	1.06			
Bromodichloromethane		ND	3.6	1.06			
Bromoform		ND	5.5	1.06			
Bromomethane		ND	2.1	1.06			
2-Butanone		8.1	4.7	1.06			
Carbon Disulfide		ND	6.6	1.06			
Carbon Tetrachloride		ND	3.3	1.06			
Chlorobenzene		ND	2.4	1.06			
Chloroethane		ND	1.4	1.06			
Chloroform		ND	2.6	1.06			
Chloromethane		ND	1.1	1.06			
Dibromochloromethane		ND	4.5	1.06			
Dichlorodifluoromethane		ND	2.6	1.06			
1,1-Dichloroethane		160	2.1	1.06			
1,1-Dichloroethene		ND	2.1	1.06			
1,2-Dibromoethane		ND	4.1	1.06			
Dichlorotetrafluoroethane		ND	15	1.06			
1,2-Dichlorobenzene		ND	3.2	1.06			
1,2-Dichloroethane		ND	2.1	1.06			
1,2-Dichloropropane		ND	2.4	1.06			
1,3-Dichlorobenzene		ND	3.2	1.06			
1,4-Dichlorobenzene		ND	3.2	1.06			
c-1,3-Dichloropropene		ND	2.4	1.06			
c-1,2-Dichloroethene		ND	2.1	1.06			
t-1,2-Dichloroethene		ND	2.1	1.06			
t-1,3-Dichloropropene		ND	4.8	1.06			
Ethylbenzene		ND	2.3	1.06			
4-Ethyltoluene		ND	2.6	1.06			
Hexachloro-1,3-Butadiene		ND	17	1.06			
2-Hexanone		ND	6.5	1.06			
Methyl-t-Butyl Ether (MTBE)		ND	7.6	1.06			
Methylene Chloride		ND	18	1.06			
4-Methyl-2-Pentanone		ND	6.5	1.06			

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Analytical Report

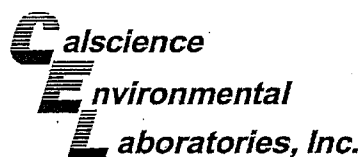
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 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	ND	2.3	1.06	
p/m-Xylene	ND	9.2	1.06	
Styrene	ND	6.8	1.06	
Tetrachloroethene	ND	3.6	1.06	
Toluene	ND	2.0	1.06	
Trichloroethene	ND	2.8	1.06	
Trichlorofluoromethane	ND	6.0	1.06	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	12	1.06	
1,1,1-Trichloroethane	58	2.9	1.06	
1,1,2-Trichloroethane	ND	2.9	1.06	
1,3,5-Trimethylbenzene	ND	2.6	1.06	
2,2-Tetrachloroethane	ND	7.3	1.06	
p-Trimethylbenzene	ND	7.8	1.06	
1,2,4-Trichlorobenzene	ND	16	1.06	
Vinyl Acetate	ND	7.5	1.06	
Vinyl Chloride	ND	1.4	1.06	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	102	68-134		
1,2-Dichloroethane-d4	105	67-133		
Toluene-d8	100	70-130		



Analytical Report

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Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

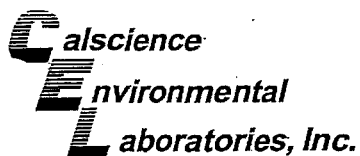
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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
Dup-1	13-06-1141-2-A	06/17/13 12:31	Air	GC/MS KKK	N/A	06/20/13 21:54	130620L01

Parameter	Result	RL	DF	Qualifiers
Acetone	100	5.3	1.11	
Benzene	ND	1.8	1.11	
Benzyl Chloride	ND	8.6	1.11	
Bromodichloromethane	ND	3.7	1.11	
Bromoform	ND	5.7	1.11	
Bromomethane	ND	2.2	1.11	
2-Butanone	9.1	4.9	1.11	
Carbon Disulfide	ND	6.9	1.11	
Carbon Tetrachloride	ND	3.5	1.11	
Chlorobenzene	ND	2.6	1.11	
Chloroethane	ND	1.5	1.11	
Chloroform	ND	2.7	1.11	
Chloromethane	ND	1.1	1.11	
Dibromochloromethane	ND	4.7	1.11	
Dichlorodifluoromethane	ND	2.7	1.11	
1,1-Dichloroethane	160	2.2	1.11	
1,1-Dichloroethene	ND	2.2	1.11	
1,2-Dibromoethane	ND	4.3	1.11	
Dichlorotetrafluoroethane	ND	16	1.11	
1,2-Dichlorobenzene	ND	3.3	1.11	
1,2-Dichloroethane	ND	2.2	1.11	
1,2-Dichloropropane	ND	2.6	1.11	
1,3-Dichlorobenzene	ND	3.3	1.11	
1,4-Dichlorobenzene	ND	3.3	1.11	
c-1,3-Dichloropropene	ND	2.5	1.11	
c-1,2-Dichloroethene	ND	2.2	1.11	
t-1,2-Dichloroethene	ND	2.2	1.11	
t-1,3-Dichloropropene	ND	5.0	1.11	
Ethylbenzene	ND	2.4	1.11	
4-Ethyltoluene	ND	2.7	1.11	
Hexachloro-1,3-Butadiene	ND	18	1.11	
2-Hexanone	ND	6.8	1.11	
Methyl-t-Butyl Ether (MTBE)	ND	8.0	1.11	
Methylene Chloride	ND	19	1.11	
4-Methyl-2-Pentanone	ND	6.8	1.11	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Analytical Report

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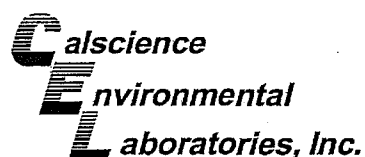
Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	ND	2.4	1.11	
p/m-Xylene	ND	9.6	1.11	
Styrene	ND	7.1	1.11	
Tetrachloroethene	ND	3.8	1.11	
Toluene	ND	2.1	1.11	
Trichloroethene	ND	3.0	1.11	
Trichlorofluoromethane	ND	6.2	1.11	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	13	1.11	
1,1,1-Trichloroethane	60	3.0	1.11	
1,1,2-Trichloroethane	ND	3.0	1.11	
1,3,5-Trimethylbenzene	ND	2.7	1.11	
1,2,2-Tetrachloroethane	ND	7.6	1.11	
1,3,4-Trimethylbenzene	ND	8.2	1.11	
1,2,4-Trichlorobenzene	ND	16	1.11	
Vinyl Acetate	ND	7.8	1.11	
Vinyl Chloride	ND	1.4	1.11	

<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>
1,4-Bromofluorobenzene	106	68-134	
1,2-Dichloroethane-d4	102	67-133	
Toluene-d8	97	70-130	



Analytical Report

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 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

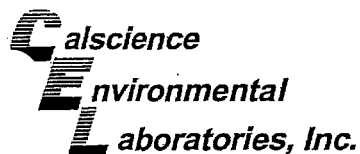
Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-2	13-06-1141-3-A	06/17/13 13:11	Air	GC/MS KKK	N/A	06/20/13 21:00	130620L01

Parameter	Result	RL	DF	Qualifiers
Acetone	130	4.8	1	
Benzene	8.3	1.6	1	
Benzyl Chloride	ND	7.8	1	
Bromodichloromethane	ND	3.4	1	
Bromoform	ND	5.2	1	
Bromomethane	ND	1.9	1	
2-Butanone	39	4.4	1	
Carbon Disulfide	ND	6.2	1	
Carbon Tetrachloride	ND	3.1	1	
Chlorobenzene	ND	2.3	1	
Chloroethane	ND	1.3	1	
Chloroform	ND	2.4	1	
Chloromethane	ND	1.0	1	
Dibromochloromethane	ND	4.3	1	
Dichlorodifluoromethane	ND	2.5	1	
1,1-Dichloroethane	ND	2.0	1	
1,1-Dichloroethene	ND	2.0	1	
1,2-Dibromoethane	ND	3.8	1	
Dichlorotetrafluoroethane	ND	14	1	
1,2-Dichlorobenzene	ND	3.0	1	
1,2-Dichloroethane	ND	2.0	1	
1,2-Dichloropropane	ND	2.3	1	
1,3-Dichlorobenzene	ND	3.0	1	
1,4-Dichlorobenzene	ND	3.0	1	
c-1,3-Dichloropropene	ND	2.3	1	
c-1,2-Dichloroethene	ND	2.0	1	
t-1,2-Dichloroethene	ND	2.0	1	
t-1,3-Dichloropropene	ND	4.5	1	
Ethylbenzene	3.2	2.2	1	
4-Ethyltoluene	ND	2.5	1	
Hexachloro-1,3-Butadiene	ND	16	1	
2-Hexanone	ND	6.1	1	
Methyl-t-Butyl Ether (MTBE)	130	7.2	1	
Methylene Chloride	ND	17	1	
4-Methyl-2-Pentanone	ND	6.1	1	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.

**Analytical Report**

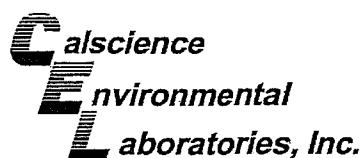
Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15
Units: ug/m3

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	6.3	2.2	1	
p/m-Xylene	11	8.7	1	
Styrene	ND	6.4	1	
Tetrachloroethene	ND	3.4	1	
Toluene	17	1.9	1	
Trichloroethene	ND	2.7	1	
Trichlorofluoromethane	ND	5.6	1	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	11	1	
1,1,1-Trichloroethane	ND	2.7	1	
1,1,2-Trichloroethane	ND	2.7	1	
1,3,5-Trimethylbenzene	ND	2.5	1	
1,2,3,4-Tetrachloroethane	ND	6.9	1	
1,2,4-Trimethylbenzene	ND	7.4	1	
1,2,4-Trichlorobenzene	ND	15	1	
Vinyl Acetate	ND	7.0	1	
Vinyl Chloride	ND	1.3	1	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	104	68-134		
1,2-Dichloroethane-d4	103	67-133		
Toluene-d8	100	70-130		



Analytical Report

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San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15
Units: ug/m3

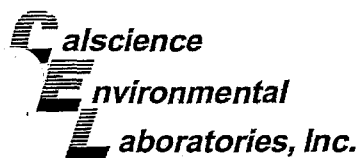
Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-3	13-06-1141-4-A	06/17/13 14:21	Air	GC/MS KKK	N/A	06/20/13 20:06	130620L01

Parameter	Result	RL	DF	Qualifiers
Acetone	110	5.5	1.16	
Benzene	30	1.9	1.16	
Benzyl Chloride	ND	9.0	1.16	
Bromodichloromethane	ND	3.9	1.16	
Bromoform	ND	6.0	1.16	
Bromomethane	ND	2.3	1.16	
2-Butanone	23	5.1	1.16	
Carbon Disulfide	ND	7.2	1.16	
Carbon Tetrachloride	6.9	3.6	1.16	
Chlorobenzene	ND	2.7	1.16	
Chloroethane	ND	1.5	1.16	
Chloroform	ND	2.8	1.16	
Chloromethane	ND	1.2	1.16	
Dibromochloromethane	ND	4.9	1.16	
Dichlorodifluoromethane	ND	2.9	1.16	
1,1-Dichloroethane	ND	2.3	1.16	
1,1-Dichloroethene	ND	2.3	1.16	
1,2-Dibromoethane	ND	4.5	1.16	
Dichlorotetrafluoroethane	ND	16	1.16	
1,2-Dichlorobenzene	ND	3.5	1.16	
1,2-Dichloroethane	ND	2.3	1.16	
1,2-Dichloropropane	ND	2.7	1.16	
1,3-Dichlorobenzene	ND	3.5	1.16	
1,4-Dichlorobenzene	ND	3.5	1.16	
c-1,3-Dichloropropene	ND	2.6	1.16	
c-1,2-Dichloroethene	ND	2.3	1.16	
t-1,2-Dichloroethene	ND	2.3	1.16	
t-1,3-Dichloropropene	ND	5.3	1.16	
Ethylbenzene	6.9	2.5	1.16	
4-Ethyltoluene	ND	2.9	1.16	
Hexachloro-1,3-Butadiene	ND	19	1.16	
2-Hexanone	ND	7.1	1.16	
Methyl-t-Butyl Ether (MTBE)	ND	8.4	1.16	
Methylene Chloride	ND	20	1.16	
4-Methyl-2-Pentanone	ND	7.1	1.16	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.

**Analytical Report**

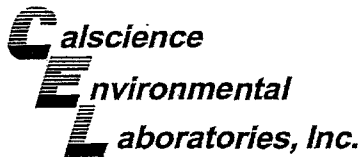
Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15
Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	9.1	2.5	1.16	
p/m-Xylene	21	10	1.16	
Styrene	ND	7.4	1.16	
Tetrachloroethene	5.2	3.9	1.16	
Toluene	40	2.2	1.16	
Trichloroethene	ND	3.1	1.16	
Trichlorofluoromethane	6.8	6.5	1.16	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	13	1.16	
1,1,1-Trichloroethane	210	3.2	1.16	
1,1,2-Trichloroethane	ND	3.2	1.16	
1,3,5-Trimethylbenzene	ND	2.9	1.16	
1,2-Tetrachloroethane	ND	8.0	1.16	
1,2,4-Trimethylbenzene	ND	8.6	1.16	
1,2,4-Trichlorobenzene	ND	17	1.16	
Vinyl Acetate	ND	8.2	1.16	
Vinyl Chloride	ND	1.5	1.16	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	102	68-134		
1,2-Dichloroethane-d4	104	67-133		
Toluene-d8	100	70-130		



Analytical Report

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

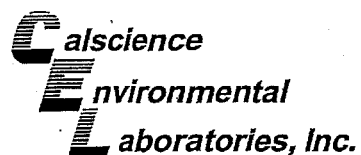
Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-4	13-06-1141-5-A	06/17/13 15:06	Air	GC/MS KKK	N/A	06/20/13 19:10	130620L01

Parameter	Result	RL	DF	Qualifiers
Acetone	26	6.2	1.31	
Benzene	4.8	2.1	1.31	
Benzyl Chloride	ND	10	1.31	
Bromodichloromethane	ND	4.4	1.31	
Bromoform	ND	6.8	1.31	
Bromomethane	ND	2.5	1.31	
2-Butanone	ND	5.8	1.31	
Carbon Disulfide	ND	8.2	1.31	
Carbon Tetrachloride	ND	4.1	1.31	
Chlorobenzene	ND	3.0	1.31	
Chloroethane	ND	1.7	1.31	
Chloroform	7.8	3.2	1.31	
Chloromethane	ND	1.4	1.31	
Dibromochloromethane	ND	5.6	1.31	
Dichlorodifluoromethane	ND	3.2	1.31	
1,1-Dichloroethane	ND	2.7	1.31	
1,1-Dichloroethene	ND	2.6	1.31	
1,2-Dibromoethane	ND	5.0	1.31	
Dichlorotetrafluoroethane	ND	18	1.31	
1,2-Dichlorobenzene	ND	3.9	1.31	
1,2-Dichloroethane	ND	2.7	1.31	
1,2-Dichloropropane	ND	3.0	1.31	
1,3-Dichlorobenzene	ND	3.9	1.31	
1,4-Dichlorobenzene	ND	3.9	1.31	
c-1,3-Dichloropropene	ND	3.0	1.31	
c-1,2-Dichloroethene	ND	2.6	1.31	
t-1,2-Dichloroethene	ND	2.6	1.31	
t-1,3-Dichloropropene	ND	5.9	1.31	
Ethylbenzene	ND	2.8	1.31	
4-Ethyltoluene	ND	3.2	1.31	
Hexachloro-1,3-Butadiene	ND	21	1.31	
2-Hexanone	ND	8.0	1.31	
Methyl-t-Butyl Ether (MTBE)	ND	9.4	1.31	
Methylene Chloride	ND	23	1.31	
4-Methyl-2-Pentanone	ND	8.0	1.31	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Analytical Report

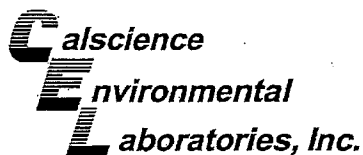
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	3.8	2.8	1.31	
p/m-Xylene	ND	11	1.31	
Styrene	ND	8.4	1.31	
Tetrachloroethene	ND	4.4	1.31	
Toluene	10	2.5	1.31	
Trichloroethene	ND	3.5	1.31	
Trichlorofluoromethane	ND	7.4	1.31	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	15	1.31	
1,1,1-Trichloroethane	35	3.6	1.31	
1,1,2-Trichloroethane	ND	3.6	1.31	
1,3,5-Trimethylbenzene	ND	3.2	1.31	
1,2,2-Tetrachloroethane	ND	9.0	1.31	
1,3,5-Trimethylbenzene	ND	9.7	1.31	
1,2,4-Trichlorobenzene	ND	19	1.31	
Vinyl Acetate	ND	9.2	1.31	
Vinyl Chloride	ND	1.7	1.31	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	103	68-134		
1,2-Dichloroethane-d4	100	67-133		
Toluene-d8	101	70-130		



Analytical Report

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

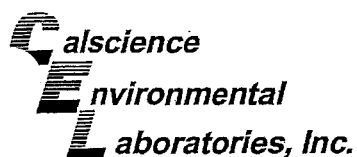
Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-5	13-06-1141-6-A	06/17/13 15:31	Air	GC/MS KKK	N/A	06/20/13 18:13	130620L01

Parameter	Result	RL	DF	Qualifiers
Acetone	55	5.3	1.11	
Benzene	7.6	1.8	1.11	
Benzyl Chloride	ND	8.6	1.11	
Bromodichloromethane	ND	3.7	1.11	
Bromoform	ND	5.7	1.11	
Bromomethane	ND	2.2	1.11	
2-Butanone	13	4.9	1.11	
Carbon Disulfide	13	6.9	1.11	
Carbon Tetrachloride	ND	3.5	1.11	
Chlorobenzene	ND	2.6	1.11	
Chloroethane	ND	1.5	1.11	
Chloroform	ND	2.7	1.11	
Chloromethane	ND	1.1	1.11	
Dibromochloromethane	ND	4.7	1.11	
Dichlorodifluoromethane	ND	2.7	1.11	
1,1-Dichloroethane	ND	2.2	1.11	
1,1-Dichloroethene	ND	2.2	1.11	
1,2-Dibromoethane	ND	4.3	1.11	
Dichlorotetrafluoroethane	ND	16	1.11	
1,2-Dichlorobenzene	ND	3.3	1.11	
1,2-Dichloroethane	ND	2.2	1.11	
1,2-Dichloropropane	ND	2.6	1.11	
1,3-Dichlorobenzene	ND	3.3	1.11	
1,4-Dichlorobenzene	ND	3.3	1.11	
c-1,3-Dichloropropene	ND	2.5	1.11	
c-1,2-Dichloroethene	ND	2.2	1.11	
t-1,2-Dichloroethene	ND	2.2	1.11	
t-1,3-Dichloropropene	ND	5.0	1.11	
Ethylbenzene	5.1	2.4	1.11	
4-Ethyltoluene	ND	2.7	1.11	
Hexachloro-1,3-Butadiene	ND	18	1.11	
2-Hexanone	ND	6.8	1.11	
Methyl-t-Butyl Ether (MTBE)	ND	8.0	1.11	
Methylene Chloride	ND	19	1.11	
4-Methyl-2-Pentanone	ND	6.8	1.11	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Analytical Report

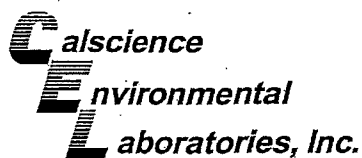
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	9.5	2.4	1.11	
p/m-Xylene	20	9.6	1.11	
Styrene	ND	7.1	1.11	
Tetrachloroethene	ND	3.8	1.11	
Toluene	17	2.1	1.11	
Trichloroethene	ND	3.0	1.11	
Trichlorofluoromethane	ND	6.2	1.11	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	13	1.11	
1,1,1-Trichloroethane	18	3.0	1.11	
1,1,2-Trichloroethane	ND	3.0	1.11	
1,3,5-Trimethylbenzene	ND	2.7	1.11	
1,2-Tetrachloroethane	ND	7.6	1.11	
1,2,4-Trimethylbenzene	ND	8.2	1.11	
1,2,4-Trichlorobenzene	ND	16	1.11	
Vinyl Acetate	ND	7.8	1.11	
Vinyl Chloride	ND	1.4	1.11	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	104	68-134		
1,2-Dichloroethane-d4	101	67-133		
Toluene-d8	96	70-130		



Analytical Report

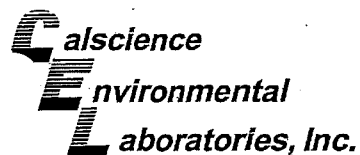
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

Project: 801 Brahnan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
Method Blank	095-01-021-11588	N/A	Air	GC/MS KKK	N/A	06/20/13 17:17	130620L01
Parameter	Result	RL	DF	Qualifiers			
Acetone	ND	4.8	1				
Benzene	ND	1.6	1				
Benzyl Chloride	ND	7.8	1				
Bromodichloromethane	ND	3.4	1				
Bromoform	ND	5.2	1				
Bromomethane	ND	1.9	1				
2-Butanone	ND	4.4	1				
Carbon Disulfide	ND	6.2	1				
Carbon Tetrachloride	ND	3.1	1				
Chlorobenzene	ND	2.3	1				
Chloroethane	ND	1.3	1				
Chloroform	ND	2.4	1				
Chloromethane	ND	1.0	1				
Dibromochloromethane	ND	4.3	1				
Dichlorodifluoromethane	ND	2.5	1				
1,1-Dichloroethane	ND	2.0	1				
1,1-Dichloroethene	ND	2.0	1				
1,2-Dibromoethane	ND	3.8	1				
Dichlorotetrafluoroethane	ND	14	1				
1,2-Dichlorobenzene	ND	3.0	1				
1,2-Dichloroethane	ND	2.0	1				
1,2-Dichloropropane	ND	2.3	1				
1,3-Dichlorobenzene	ND	3.0	1				
1,4-Dichlorobenzene	ND	3.0	1				
c-1,3-Dichloropropene	ND	2.3	1				
c-1,2-Dichloroethene	ND	2.0	1				
t-1,2-Dichloroethene	ND	2.0	1				
t-1,3-Dichloropropene	ND	4.5	1				
Ethylbenzene	ND	2.2	1				
4-Ethyltoluene	ND	2.5	1				
Hexachloro-1,3-Butadiene	ND	16	1				
2-Hexanone	ND	6.1	1				
Methyl-t-Butyl Ether (MTBE)	ND	7.2	1				
Methylene Chloride	ND	17	1				
4-Methyl-2-Pentanone	ND	6.1	1				



Analytical Report

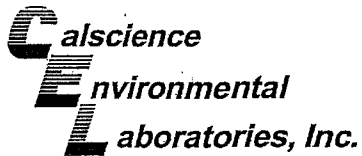
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15
 Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Parameter</u>	<u>Result</u>	<u>RL</u>	<u>DF</u>	<u>Qualifiers</u>
o-Xylene	ND	2.2	1	
p/m-Xylene	ND	8.7	1	
Styrene	ND	6.4	1	
Tetrachloroethene	ND	3.4	1	
Toluene	ND	1.9	1	
Trichloroethene	ND	2.7	1	
Trichlorofluoromethane	ND	5.6	1	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	11	1	
1,1,1-Trichloroethane	ND	2.7	1	
1,1,2-Trichloroethane	ND	2.7	1	
1,3,5-Trimethylbenzene	ND	2.5	1	
2,2-Tetrachloroethane	ND	6.9	1	
p-Trimethylbenzene	ND	7.4	1	
1,2,4-Trichlorobenzene	ND	15	1	
Vinyl Acetate	ND	7.0	1	
Vinyl Chloride	ND	1.3	1	
<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>	
1,4-Bromofluorobenzene	102	68-134		
1,2-Dichloroethane-d4	98	67-133		
Toluene-d8	99	70-130		



Analytical Report

Treadwell & Rollo - A Langan Company
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 San Francisco, CA 94111-2554

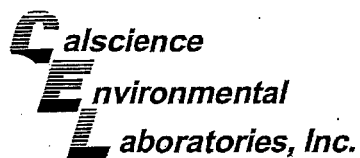
Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15 SIM
 Units: ug/m3

Project: 801 Brannan / 731615201

Page 1 of 4

Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
Ambient-1	13-06-1141-7-A	06/17/13 15:45	Air	GC/MS KK	N/A	06/20/13 20:57	130620L01
Parameter	Result	RL	DF	Qualifiers			
1,1,1-Trichloroethane	0.56	0.14	1				
1,1,2,2-Tetrachloroethane	ND	0.17	1				
1,1,2-Trichloro-1,2,2-Trifluoroethane	0.64	0.19	1				
1,1,2-Trichloroethane	ND	0.14	1				
1,1-Dichloroethane	ND	0.10	1				
1,1-Dichloroethene	ND	0.099	1				
1,2,4-Trimethylbenzene	0.20	0.12	1				
1,2-Dichloroethane	ND	0.10	1				
1,3,5-Trimethylbenzene	ND	0.12	1				
2-Butanone	ND	1.5	1				
4-Ethyltoluene	ND	0.12	1				
Acetone	7.3	1.2	1				
Benzene	0.41	0.080	1				
Bromodichloromethane	ND	0.17	1				
Carbon Disulfide	ND	1.6	1				
Carbon Tetrachloride	0.62	0.063	1				
Chlorobenzene	ND	0.12	1				
Chloroethane	ND	0.066	1				
Chloroform	ND	0.12	1				
Chloromethane	1.2	0.052	1				
Dibromochloromethane	ND	0.21	1				
Dichlorodifluoromethane	2.6	0.12	1				
Ethylbenzene	0.20	0.11	1				
Hexachloro-1,3-Butadiene	ND	0.27	1				
Methyl-t-Butyl Ether (MTBE)	ND	0.090	1				
Methylene Chloride	0.53	0.087	1				
Tetrachloroethene	ND	0.17	1				
Toluene	1.3	0.094	1				
Trichloroethene	ND	0.13	1				
Trichlorofluoromethane	1.5	0.14	1				
Vinyl Chloride	ND	0.026	1				
c-1,2-Dichloroethene	ND	0.099	1				
o-Xylene	0.23	0.11	1				
p/m-Xylene	0.65	0.11	1				
t-1,2-Dichloroethene	ND	0.099	1				

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Analytical Report

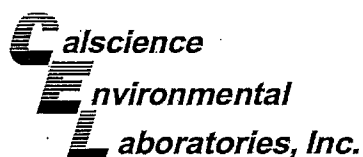
Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15 SIM
Units: ug/m3

Project: 801 Brannan / 731615201

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<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>
1,2-Dichloroethane-d4	101	37-163	
1,4-Bromofluorobenzene	85	45-153	
Toluene-d8	102	73-121	



Analytical Report

Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15 SIM
Units: ug/m3

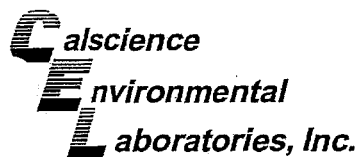
Project: 801 Brannan / 731615201

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Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
Method Blank	099-15-214-34	N/A	Air	GC/MS KK	N/A	06/20/13 20:00	130620L01

Parameter	Result	RL	DF	Qualifiers
1,1,1-Trichloroethane	ND	0.14	1	
1,1,2,2-Tetrachloroethane	ND	0.17	1	
1,1,2-Trichloro-1,2,2-Trifluoroethane	ND	0.19	1	
1,1,2-Trichloroethane	ND	0.14	1	
1,1-Dichloroethane	ND	0.10	1	
1,1-Dichloroethene	ND	0.099	1	
1,2,4-Trimethylbenzene	ND	0.12	1	
1,2-Dichloroethane	ND	0.10	1	
1,3,5-Trimethylbenzene	ND	0.12	1	
2-Butanone	ND	1.5	1	
4-Ethyltoluene	ND	0.12	1	
Acetone	ND	1.2	1	
Benzene	ND	0.080	1	
Bromodichloromethane	ND	0.17	1	
Carbon Disulfide	ND	1.6	1	
Carbon Tetrachloride	ND	0.063	1	
Chlorobenzene	ND	0.12	1	
Chloroethane	ND	0.066	1	
Chloroform	ND	0.12	1	
Chloromethane	ND	0.052	1	
Dibromochloromethane	ND	0.21	1	
Dichlorodifluoromethane	ND	0.12	1	
Ethylbenzene	ND	0.11	1	
Hexachloro-1,3-Butadiene	ND	0.27	1	
Methyl-t-Butyl Ether (MTBE)	ND	0.090	1	
Methylene Chloride	ND	0.087	1	
Tetrachloroethene	ND	0.17	1	
Toluene	ND	0.094	1	
Trichloroethene	ND	0.13	1	
Trichlorofluoromethane	ND	0.14	1	
Vinyl Chloride	ND	0.026	1	
c-1,2-Dichloroethene	ND	0.099	1	
o-Xylene	ND	0.11	1	
p/m-Xylene	ND	0.11	1	
t-1,2-Dichloroethene	ND	0.099	1	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



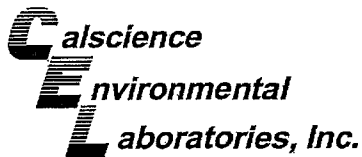
Analytical Report

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15 SIM
 Units: ug/m3
 Page 4 of 4

Project: 801 Brannan / 731615201

<u>Surrogate</u>	<u>Rec. (%)</u>	<u>Control Limits</u>	<u>Qualifiers</u>
1,2-Dichloroethane-d4	107	37-163	
1,4-Bromofluorobenzene	86	45-153	
Toluene-d8	105	73-121	



Analytical Report

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

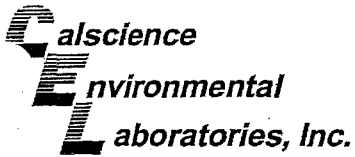
Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-3M
 Units: ppm (v/v)

Project: 801 Brannan / 731615201

Page 1 of 1

Client Sample Number	Lab Sample Number	Date/Time Collected	Matrix	Instrument	Date Prepared	Date/Time Analyzed	QC Batch ID
TR-SG-1	13-06-1141-1-A	06/17/13 12:31	Air	GC 13	N/A	06/18/13 15:58	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
Dup-1	13-06-1141-2-A	06/17/13 12:31	Air	GC 13	N/A	06/18/13 15:42	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
TR-SG-2	13-06-1141-3-A	06/17/13 13:11	Air	GC 13	N/A	06/18/13 15:27	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
TR-SG-3	13-06-1141-4-A	06/17/13 14:21	Air	GC 13	N/A	06/18/13 15:09	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
TR-SG-4	13-06-1141-5-A	06/17/13 15:06	Air	GC 13	N/A	06/18/13 14:57	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
TR-SG-5	13-06-1141-6-A	06/17/13 15:31	Air	GC 13	N/A	06/18/13 14:47	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
Ambient-1	13-06-1141-7-A	06/17/13 15:45	Air	GC 13	N/A	06/18/13 14:25	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	
Method Blank	098-01-005-4769	N/A	Air	GC 13	N/A	06/18/13 09:00	130618L01
<u>Parameter</u>		<u>Result</u>		<u>RL</u>		<u>DF</u>	<u>Qualifiers</u>
TPH as Gasoline		ND		1.5		1	

RL: Reporting Limit. DF: Dilution Factor. MDL: Method Detection Limit.



Quality Control - Sample Duplicate

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

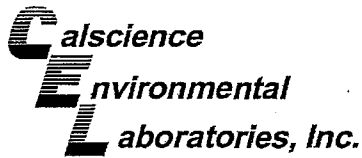
Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-3M

Project: 801 Brannan / 731615201

Page 1 of 1

Quality Control Sample ID	Matrix	Instrument	Date Prepared	Date Analyzed	Duplicate Batch Number
13-06-1117-2	Air	GC 13	N/A	06/18/13 10:41	130618D01

Parameter	Sample Conc.	DUP Conc.	RPD	RPD CL	Qualifiers
TPH as Gasoline	10750	10510	2	0-20	



Quality Control - LCS/LCSD

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

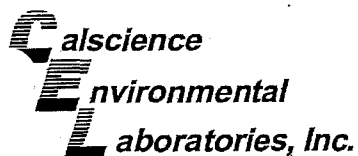
Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: ASTM D-1946

Project: 801 Brannan / 731615201

Page 1 of 7

Quality Control Sample ID	Matrix	Instrument	Date Prepared	Date Analyzed	LCS/LCSD Batch Number
099-03-002-1839	Air	GC 65	N/A	06/18/13 10:45	130618L01

Parameter	Spike Added	LCS Conc.	LCS %Rec.	LCSD Conc.	LCSD %Rec.	%Rec. CL	RPD	RPD CL	Qualifiers
Methane	4.510	4.385	97	4.394	97	80-120	0	0-30	



Quality Control - LCS/LCSD

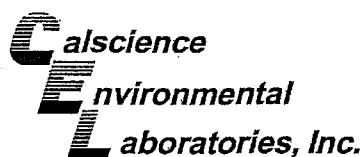
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: ASTM D-1946 (M)

Project: 801 Brannan / 731615201

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Quality Control Sample ID	Matrix	Instrument	Date Prepared	Date Analyzed	LCS/LCSD Batch Number				
099-12-872-460	Air	GC 55	N/A	06/18/13 09:17	130618L01				
Parameter	Spike Added	LCS Conc.	LCS %Rec.	LCSD Conc.	LCSD %Rec.	%Rec. CL	RPD	RPD CL	Qualifiers
Helium	1.000	0.8479	85	0.8499	85	80-120	0	0-30	



Quality Control - LCS/LCSD

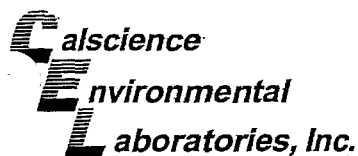
Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15

Project: 801 Brannan / 731615201

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Quality Control Sample ID	Matrix			Instrument	Date Prepared	Date Analyzed	LCS/LCSD Batch Number			
095-01-021-11588	Air			GC/MS KKK	N/A	06/20/13 14:34	130620L01			
Parameter	Spike Added	LCS Conc.	LCS %Rec.	LCSD Conc.	LCSD %Rec.	%Rec. CL	ME CL	RPD	RPD CL	Qualifiers
Acetone	59.39	49.49	83	48.59	82	67-133	56-144	2	0-30	
Benzene	79.87	77.43	97	76.51	96	70-130	60-140	1	0-30	
Benzyl Chloride	129.4	134.3	104	131.8	102	38-158	18-178	2	0-30	
Bromodichloromethane	167.5	164.2	98	163.6	98	70-130	60-140	0	0-30	
Bromoform	258.4	262.7	102	257.8	100	63-147	49-161	2	0-30	
Bromomethane	97.08	89.84	93	88.72	91	70-139	58-150	1	0-30	
2-Butanone	73.73	69.08	94	68.13	92	66-132	55-143	1	0-30	
Carbon Disulfide	77.85	74.87	96	74.17	95	68-146	55-159	1	0-30	
Carbon Tetrachloride	157.3	153.9	98	152.8	97	70-136	59-147	1	0-30	
Chlorobenzene	115.1	112.1	97	111.1	97	70-130	60-140	1	0-30	
Chloroethane	65.96	64.05	97	62.80	95	65-149	51-163	2	0-30	
Chloroform	122.1	117.2	96	115.0	94	70-130	60-140	2	0-30	
Chloromethane	51.63	46.62	90	45.61	88	69-141	57-153	2	0-30	
Dibromochloromethane	213.0	211.4	99	209.3	98	70-138	59-149	1	0-30	
Dichlorodifluoromethane	123.6	111.9	91	109.8	89	67-139	55-151	2	0-30	
1,1-Dichloroethane	101.2	97.04	96	96.12	95	70-130	60-140	1	0-30	
1,1-Dichloroethene	99.12	95.42	96	94.05	95	70-135	59-146	1	0-30	
1,2-Dibromoethane	192.1	191.2	100	187.9	98	70-133	60-144	2	0-30	
Dichlorotetrafluoroethane	174.8	160.2	92	156.7	90	51-135	37-149	2	0-30	
1,2-Dichlorobenzene	150.3	149.9	100	147.1	98	48-138	33-153	2	0-30	
1,2-Dichloroethane	101.2	98.18	97	96.50	95	70-132	60-142	2	0-30	
1,2-Dichloropropane	115.5	112.6	97	111.5	97	70-130	60-140	1	0-30	
1,3-Dichlorobenzene	150.3	150.0	100	147.7	98	56-134	43-147	2	0-30	
1,4-Dichlorobenzene	150.3	149.6	100	146.8	98	52-136	38-150	2	0-30	
c-1,3-Dichloropropene	113.5	113.1	100	112.1	99	70-130	60-140	1	0-30	
c-1,2-Dichloroethene	99.12	97.64	99	96.61	97	70-130	60-140	1	0-30	
t-1,2-Dichloroethene	99.12	97.61	98	96.79	98	70-130	60-140	1	0-30	
t-1,3-Dichloropropene	113.5	115.7	102	114.0	100	70-147	57-160	1	0-30	
Ethylbenzene	108.6	106.6	98	105.1	97	70-130	60-140	1	0-30	
4-Ethyltoluene	122.9	122.2	99	120.5	98	68-130	58-140	1	0-30	
Hexachloro-1,3-Butadiene	266.6	303.5	114	321.7	121	44-146	27-163	6	0-30	
2-Hexanone	102.4	99.42	97	98.13	96	70-136	59-147	1	0-30	
Methyl-t-Butyl Ether (MTBE)	90.13	87.29	97	85.94	95	68-130	58-140	2	0-30	
Methylene Chloride	86.84	78.65	91	78.32	90	69-130	59-140	0	0-30	
4-Methyl-2-Pentanone	102.4	98.40	96	97.46	95	70-130	60-140	1	0-30	
o-Xylene	108.6	106.9	99	105.4	97	69-130	59-140	1	0-30	
p/m-Xylene	217.1	216.6	100	214.0	99	70-132	60-142	1	0-30	



Quality Control - LCS/LCSD

Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-15

Project: 801 Brannan / 731615201

Page 4 of 7

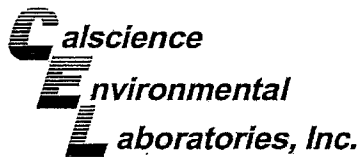
Parameter	Spike Added	LCS Conc.	LCS %Rec.	LCSD Conc.	LCSD %Rec.	%Rec. CL	ME CL	RPD	RPD CL	Qualifiers
Styrene	106.5	104.6	98	103.2	97	65-131	54-142	1	0-30	
Tetrachloroethene	169.6	165.4	98	164.0	97	70-130	60-140	1	0-30	
Toluene	94.21	90.89	96	90.29	96	70-130	60-140	1	0-30	
Trichloroethene	134.3	131.6	98	130.4	97	70-130	60-140	1	0-30	
Trichlorofluoromethane	140.5	151.9	108	124.5	89	63-141	50-154	20	0-30	
1,1,2-Trichloro-1,2,2-Trifluoroethane	191.6	182.3	95	178.9	93	70-136	59-147	2	0-30	
1,1,1-Trichloroethane	136.4	134.1	98	132.0	97	70-130	60-140	2	0-30	
1,1,2-Trichloroethane	136.4	133.7	98	132.3	97	70-130	60-140	1	0-30	
1,3,5-Trimethylbenzene	122.9	121.5	99	120.5	98	62-130	51-141	1	0-30	
1,1,2,2-Tetrachloroethane	171.6	168.9	98	166.3	97	63-130	52-141	2	0-30	
1,2,4-Trimethylbenzene	122.9	122.0	99	119.3	97	60-132	48-144	2	0-30	
1-Trichlorobenzene	185.5	220.1	119	220.8	119	31-151	11-171	0	0-30	
Ethyl Acetate	88.03	83.65	95	82.37	94	58-130	46-142	2	0-30	
Vinyl Chloride	63.91	60.06	94	59.24	93	70-134	59-145	1	0-30	

Total number of LCS compounds: 51

Total number of ME compounds: 0

Total number of ME compounds allowed: 3

LCS ME CL validation result: Pass



Quality Control - LCS/LCSD

Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15 SIM

Project: 801 Brannan / 731615201

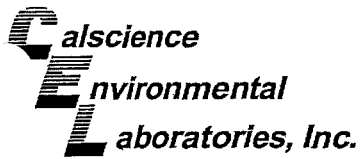
Page 5 of 7

Quality Control Sample ID	Matrix	Instrument	Date Prepared	Date Analyzed	LCS/LCSD Batch Number					
099-15-214-34	Air	GC/MS KK	N/A	06/20/13 16:27	130620L01					
Parameter	Spike Added	LCS Conc.	LCS %Rec.	LCSD Conc.	LCSD %Rec.	%Rec. CL	ME CL	RPD	RPD CL	Qualifiers
1,1,1-Trichloroethane	2.728	2.714	100	2.731	100	50-150	33-167	1	0-30	
1,1,2,2-Tetrachloroethane	3.433	3.745	109	3.733	109	50-150	33-167	0	0-30	
1,1,2-Trichloro-1,2,2-Trifluoroethane	3.832	3.608	94	3.746	98	50-150	33-167	4	0-30	
1,1,2-Trichloroethane	2.728	2.793	102	2.742	101	27-171	3-195	2	0-38	
1,1-Dichloroethane	2.024	1.901	94	1.912	94	50-150	33-167	1	0-30	
1,1-Dichloroethene	1.982	1.731	87	1.705	86	50-150	33-167	1	0-30	
1,2,4-Trimethylbenzene	2.458	2.581	105	2.781	113	50-150	33-167	7	0-30	
1,2-Dichloroethane	2.024	1.789	88	1.842	91	28-166	5-189	3	0-40	
1,3,5-Trimethylbenzene	2.458	2.430	99	2.639	107	50-150	33-167	8	0-30	
4-Ethyltoluene	2.458	2.460	100	2.608	106	50-150	33-167	6	0-30	
Benzene	1.597	1.570	98	1.504	94	27-153	6-174	4	0-34	
Bromodichloromethane	3.350	3.318	99	3.321	99	50-150	33-167	0	0-30	
Carbon Tetrachloride	3.146	2.999	95	3.023	96	7-187	0-217	1	0-31	
Chlorobenzene	2.302	2.304	100	2.326	101	50-150	33-167	1	0-30	
Chloroethane	1.319	1.202	91	1.256	95	50-150	33-167	4	0-30	
Chloroform	2.441	2.198	90	2.236	92	50-150	33-167	2	0-30	
Chloromethane	1.033	0.9768	95	1.016	98	50-150	33-167	4	0-30	
Dibromochloromethane	4.259	4.489	105	4.449	104	50-150	33-167	1	0-30	
Dichlorodifluoromethane	2.473	2.441	99	2.460	100	50-150	33-167	1	0-30	
Ethylbenzene	2.171	2.177	100	2.139	99	27-153	6-174	2	0-46	
Hexachloro-1,3-Butadiene	5.333	5.314	100	5.539	104	50-150	33-167	4	0-30	
Methyl-t-Butyl Ether (MTBE)	1.803	1.548	86	1.467	81	50-150	33-167	5	0-30	
Methylene Chloride	1.737	1.485	85	1.536	88	50-150	33-167	3	0-30	
Tetrachloroethene	3.391	3.504	103	3.544	105	34-154	14-174	1	0-33	
Toluene	1.884	1.842	98	1.826	97	28-154	7-175	1	0-42	
Trichloroethene	2.687	2.463	92	2.419	90	43-139	27-155	2	0-31	
Trichlorofluoromethane	2.809	2.805	100	3.070	109	50-150	33-167	9	0-30	
Vinyl Chloride	1.278	1.059	83	1.034	81	44-140	28-156	2	0-33	
c-1,2-Dichloroethene	1.982	1.765	89	1.738	88	35-165	13-187	2	0-35	
o-Xylene	2.171	2.167	100	2.291	106	22-160	0-183	6	0-48	
p/m-Xylene	4.342	4.464	103	4.602	106	21-165	0-189	3	0-51	
t-1,2-Dichloroethene	1.982	1.802	91	1.778	90	50-150	33-167	1	0-30	

Total number of LCS compounds: 32

Total number of ME compounds: 0

Total number of ME compounds allowed: 2



Quality Control - LCS/LCSD

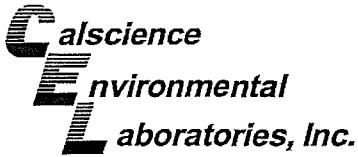
Treadwell & Rollo - A Langan Company
555 Montgomery St., Suite 1300
San Francisco, CA 94111-2554

Date Received: 06/18/13
Work Order: 13-06-1141
Preparation: N/A
Method: EPA TO-15 SIM

Project: 801 Brannan / 731615201

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LCS ME CL validation result: Pass



Quality Control - LCS

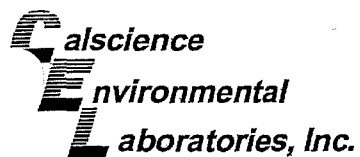
Treadwell & Rollo - A Langan Company
 555 Montgomery St., Suite 1300
 San Francisco, CA 94111-2554

Date Received: 06/18/13
 Work Order: 13-06-1141
 Preparation: N/A
 Method: EPA TO-3M

Project: 801 Brannan / 731615201

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Quality Control Sample ID	Matrix	Instrument	Date Analyzed	LCS Batch Number	
098-01-005-4769	Air	GC-13	06/18/13 08:48	130618L01	
Parameter	Spike Added	Conc. Recovered	LCS %Rec.	%Rec. CL	Qualifiers
TPH as Gasoline	200.0	192.4	96	80-120	

**Summa Canister Vacuum Summary**

Work Order: 13-06-1141

Page 1 of 1

Sample Name	Vacuum Out	Vacuum In	Equipment	Description
TR-SG-1	-29.80 in Hg	-5.00 in Hg	SLC058	Summa Canister 1L
Dup-1	-29.80 in Hg	-5.00 in Hg	LC693	Summa Canister 1L
TR-SG-2	-29.80 in Hg	-5.00 in Hg	LC274	Summa Canister 1L
TR-SG-3	-29.80 in Hg	-5.00 in Hg	LC607	Summa Canister 1L
TR-SG-4	-29.80 in Hg	-5.00 in Hg	SLC090	Summa Canister 1L
TR-SG-5	-29.80 in Hg	-5.00 in Hg	LC465	Summa Canister 1L
Ambient-1	-29.80 in Hg	-5.00 in Hg	D213	Summa Canister 6L

Glossary of Terms and Qualifiers

Work Order: 13-06-1141

Page 1 of 1

<u>Qualifiers</u>	<u>Definition</u>
*	See applicable analysis comment.
<	Less than the indicated value.
>	Greater than the indicated value.
1	Surrogate compound recovery was out of control due to a required sample dilution. Therefore, the sample data was reported without further clarification.
2	Surrogate compound recovery was out of control due to matrix interference. The associated method blank surrogate spike compound was in control and, therefore, the sample data was reported without further clarification.
3	Recovery of the Matrix Spike (MS) or Matrix Spike Duplicate (MSD) compound was out of control due to matrix interference. The associated LCS and/or LCSD was in control and, therefore, the sample data was reported without further clarification.
4	The MS/MSD RPD was out of control due to matrix interference. The LCS/LCSD RPD was in control and, therefore, the sample data was reported without further clarification.
5	The PDS/PDSD or PES/PESD associated with this batch of samples was out of control due to a matrix interference effect. The associated batch LCS/LCSD was in control and, hence, the associated sample data was reported without further clarification.
6	Surrogate recovery below the acceptance limit.
7	Surrogate recovery above the acceptance limit.
B	Analyte was present in the associated method blank.
BU	Sample analyzed after holding time expired.
BV	Sample received after holding time expired.
E	Concentration exceeds the calibration range.
ET	Sample was extracted past end of recommended max. holding time.
HD	The chromatographic pattern was inconsistent with the profile of the reference fuel standard.
HDH	The sample chromatographic pattern for TPH matches the chromatographic pattern of the specified standard but heavier hydrocarbons were also present (or detected).
HDL	The sample chromatographic pattern for TPH matches the chromatographic pattern of the specified standard but lighter hydrocarbons were also present (or detected).
J	Analyte was detected at a concentration below the reporting limit and above the laboratory method detection limit. Reported value is estimated.
ME	LCS/LCSD Recovery Percentage is within Marginal Exceedance (ME) Control Limit range.
ND	Parameter not detected at the indicated reporting limit.
Q	Spike recovery and RPD control limits do not apply resulting from the parameter concentration in the sample exceeding the spike concentration by a factor of four or greater.
SG	The sample extract was subjected to Silica Gel treatment prior to analysis.
X	% Recovery and/or RPD out-of-range.
Z	Analyte presence was not confirmed by second column or GC/MS analysis.

Solid - Unless otherwise indicated, solid sample data is reported on a wet weight basis, not corrected for % moisture. All QC results are reported on a wet weight basis.

For any analysis identified as a "field" test with a holding time (HT) \leq 15 minutes where the sample is received outside of HT, Calscience will adhere to its internal HT of 24 hours. In cases where sample analysis does not meet Calscience's internal HT, results will be appropriately qualified.


A calculated total result (Example: Total Pesticides) is the summation of each component concentration and/or, if "J" flags are reported, estimated concentration. Component concentrations showing not detected (ND) are summed into the calculated total result as zero concentrations.

LABORATORY CLIENT: Treadwell & Rollo		CLIENT PROJECT NAME / NUMBER: 801 Brannan / 731615201		P.O. NO.:	
ADDRESS: 555 Montgomery St, Suite 1300		PROJECT ADDRESS: 801 Brannan St		LAB CONTACT OR QUOTE NO.:	
CITY: San Francisco STATE: CA ZIP: 94111		CITY: San Francisco STATE: CA ZIP: 94111		LAB USE ONLY	
TEL: 415-955-5242 E-MAIL: vtiglao@langan.com		PROJECT CONTACT: VERONICA TIGLAO		13-06-1141	
JRNAROUND TIME: <input type="checkbox"/> SAME DAY <input type="checkbox"/> 24 HR <input type="checkbox"/> 48 HR <input type="checkbox"/> 72 HR <input checked="" type="checkbox"/> 5 DAYS <input type="checkbox"/> 10 DAYS		SAMPLER(S): (NAME / SIGNATURE) Mukta Patil		REQUESTED ANALYSES	

SPECIAL REQUIREMENTS (ADDITIONAL COSTS MAY APPLY)
 EDD
 SPECIAL INSTRUCTIONS: Standard TAT, copy results to mpatil@langan.com

SAMPLE ID	FIELD ID / Point of Collection	Air Type (I) Indoor (SV) Soil Vap. (A) Ambient	Sampling Equipment			Start Sampling Information			Stop Sampling Information			VOCs (TD-15)	TPHg	Methane	Helium
			Canister ID#	Canister Size 6L or 1L	Flow Controller ID#	Date	Time (24 hr clock)	Canister Pressure ("Hg)	Date	Time (24 hr clock)	Canister Pressure ("Hg)				
FR-SG-1	West side of Bldg	SV	LC693	1L	SGM220	6/17	1200	-30"	6/17	1231	-5"	X	X	X	X
Dup-1	"	SV	LC693	1L	SGM138	6/17	1220	-30"	6/17	1231	-5"	X	X	X	X
TR-SG-2	East side of Bldg	SV	SLC058	1L	SGM209	6/17	1306	-30"	6/17	1311	-5"	X	X	X	X
TR-SG-3	East side of Parking	SV	LC607	1L	SGM115	6/17	1416	-30"	6/17	1421	-5"	X	X	X	X
TR-SG-4	Centre of Parking lot	SV	SLC090	1L	SGM107	6/17	1501	-30"	6/17	1506	-5"	X	X	X	X
TR-SG-5	West side of Parking	SV	LC465	1L	SGM221	6/17	1525	-30"	6/17	1531	-5"	X	X	X	X
Ambient-1	'	A	D213	6L	FC38	6/17	0805	-30"	6/17	1545	-5"	X	X	X	X

Relinquished by: (Signature) Mukta Patil	Received by: (Signature) [Signature]	Date:	Time:
Relinquished by: (Signature)	Received by: (Signature)	Date:	Time:
Relinquished by: (Signature)	Received by: (Signature) [Signature]	Date: 6/18/13	Time: 10:45

	< WebShip > >>>> 800-322-5555 www.gso.com	
	Ship From: MUKTA PATIL LANGAN ENGINEERING & ENVIRONMENTAL SVCS 555 MONTGOMERY ST 1300 SAN FRANCISCO, CA 94111	Tracking #: 522065176 
Ship To: SAMPLES CALSCIENCE 7440 LINCOLN WAY GARDEN GROVE, CA 92841	ORC GARDEN GROVE <div style="border: 1px solid black; width: 40px; height: 40px; text-align: center; margin: 0 auto;">A</div>	
COD: \$0.00	D92841A  13189853	
Reference: 731615201		
Delivery Instructions:		
Signature Type: OK TO LEAVE	<small>Print Date : 06/17/13 16:30 PM</small>	

Package 1 of 1

Send Label To Printer	<input checked="" type="checkbox"/> Print All	Edit Shipment	Finish
-----------------------	---	---------------	--------

LABEL INSTRUCTIONS:

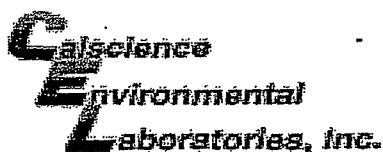
- Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
- STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.
- STEP 2 - Fold this page in half.
- STEP 3 - Securely attach this label to your package, do not cover the barcode.
- STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email	Create Return Label
----------------------	---------------------

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.



WORK ORDER #: 13-06-

SAMPLE RECEIPT FORM

Box 1 of 1

CLIENT: TREADWELL & POLLO

DATE: 06/18/13

TEMPERATURE: Thermometer ID: SC1 (Criteria: 0.0 °C – 6.0 °C, not frozen except sediment/tissue)

Temperature: _____ °C - 0.2 °C (CF) = _____ °C Blank Sample

Sample(s) outside temperature criteria (PM/APM contacted by: _____).

Sample(s) outside temperature criteria but received on ice/chilled on same day of sampling.

Received at ambient temperature, placed on ice for transport by Courier.

Ambient Temperature: Air Filter

Initial: PS

CUSTODY SEALS INTACT:

Box _____ No (Not Intact) Not Present N/A

Sample _____ No (Not Intact) Not Present

Initial: PS

Initial: PS

SAMPLE CONDITION:

	Yes	No	N/A
Chain-Of-Custody (COC) document(s) received with samples.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COC document(s) received complete.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Collection date/time, matrix, and/or # of containers logged in based on sample labels.			
<input type="checkbox"/> No analysis requested. <input type="checkbox"/> Not relinquished. <input checked="" type="checkbox"/> No date/time relinquished.			
Sampler's name indicated on COC.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sample container label(s) consistent with COC.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sample container(s) intact and good condition.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper containers and sufficient volume for analyses requested.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Analyses received within holding time.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
pH / Res. Chlorine / Diss. Sulfide / Diss. Oxygen received within 24 hours...	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Proper preservation noted on COC or sample container.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Unpreserved vials received for Volatiles analysis			
Volatile analysis container(s) free of headspace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tedlar bag(s) free of condensation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CONTAINER TYPE:

Solid: 4ozCGJ 8ozCGJ 16ozCGJ Sleeve (____) EnCores® TerraCores® _____

Water: VOA VOA_h VOA_{na2} 125AGB 125AGB_h 125AGB_p 1AGB 1AGB_{na2} 1AGB_s

500AGB 500AGJ 500AGJ_s 250AGB 250CGB 250CGB_s 1PB 1PB_{na} 500PB

250PB 250PB_n 125PB 125PB_z 100PJ 100PJ_{na2} _____ _____ _____

Air: Tedlar® Canister Other: _____ Trip Blank Lot#: _____ Labeled/Checked by: PS

Container: C: Clear A: Amber P: Plastic G: Glass J: Jar B: Bottle Z: Ziploc/Resealable Bag E: Envelope Reviewed by: YL

Preservative: h: HCL n: HNO₃ na₂: Na₂S₂O₃ na: NaOH p: H₃PO₄ s: 345P u: Ultra-pure z: ZnAc₂+NaOH f: Filtered Scanned by: YL



Analytical Report

Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received: 10/19/11
	Client Contact: Steve Bittman	Date Reported: 10/24/11
	Client P.O.:	Date Completed: 10/24/11

WorkOrder: 1110582

October 25, 2011

Dear Steve:

Enclosed within are:

- 1) The results of the 8 analyzed samples from your project: Archstone,
- 2) A QC report for the above samples,
- 3) A copy of the chain of custody, and
- 4) An invoice for analytical services.

All analyses were completed satisfactorily and all QC samples were found to be within our control limits.

If you have any questions or concerns, please feel free to give me a call. Thank you for choosing McC Campbell Analytical Laboratories for your analytical needs.

Best regards,

Angela Rydelius
 Laboratory Manager
 McC Campbell Analytical, Inc.

The analytical results relate only to the items tested.

111058

Chain of Custody record



Lab job no. _____
Date _____
Page _____ of _____

Laboratory: McC Campbell Analytical
 Address: 1539 Willow Road
Pittsburg CA 94565

Project Owner: Bob Brewman Sr
 Site Address: San Francisco, CA

Project Name: Archstone
 Project Number: _____

Method of Shipment: Courier
 Shipment No.: _____
 Airtail No.: _____

Project Manager: S. Bittman
 Telephone No.: 510-644-3123
 Fax No.: _____

Analysts Required: _____
 Remarks: _____

No. of Containers	Date				
	CAM 17	TCLP P6	TCLP P9	TCLP P6	TCLP P6
1	X	X	X	X	X
1	X	X	X	X	X
1	X	X	X	X	X
1	X	X	X	X	X
1	X	X	X	X	X
1	X	X	X	X	X

Field Sample Number	Location/Depth	Date	Time	Sample Type	Type/Size of Container	Instruments	
						Quality	Quantitative
B1 COMP-A		1/19/11	0600	S		X	
B1 COMP-B		1/19/11	0630	S		X	
B2 COMP		1/19/11	0900	S		X	
B3 COMP-A		1/19/11	0915	S		X	
B3 COMP-B		1/19/11	0915	S		X	
B4 Comp		1/19/11	0940	S		X	
B5 COMP-A		1/19/11	1300	S		X	
B5 COMP-B		1/19/11	1300	S		X	
B6 COMP							

Requisitioned by: S. Bittman
 Signature: _____
 Printed: Steve Bittman
 Company: SEI

Thru/round Time: 3 Days

Comments: _____

ICER# 410
 GOOD CONDITION
 BRAD SPACE ABSENT
 DECONTAMINATED IN LAB

APPROPRIATE CONTAINERS PRESERVED IN LAB
 VOAE OAK METALS OTHER

PRESERVATION

Date	Time	Signature	Company	Date	Time	Signature	Company
1/19/11	1545	<u>[Signature]</u>	<u>Philco</u>	1/19/11	1545	<u>[Signature]</u>	<u>Philco</u>
		<u>[Signature]</u>	<u>Maria Venegas</u>			<u>[Signature]</u>	<u>Maria Venegas</u>
		<u>[Signature]</u>	<u>MAT</u>			<u>[Signature]</u>	<u>MAT</u>

McC Campbell Analytical, Inc.

CHAIN-OF-CUSTODY RECORD



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

WorkOrder: 1110582

ClientCode: SESB

WaterTrax
 WriteOn
 EDF
 Excel
 Fax
 Email
 HardCopy
 ThirdParty
 J-flag

Report to:

Steve Bittman
Stellar Environmental Solutions
2198 Sixth St. #201
Berkeley, CA 94710
(510) 644-3123 FAX: (510) 644-3859

Email: sbittman@stellar-environmental.com;interg
cc:
PO:
ProjectNo: Archstone

Bill to:

Accounts Payable
Stellar Environmental Solutions
2198 Sixth St. #201
Berkeley, CA 94710

Requested TAT: 3 days

Date Received: 10/19/2011

Date Printed: 10/19/2011

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
1110582-001	B1 Comp-A	Soil	10/19/2011 8:30	<input type="checkbox"/>	A	A	A	A	A							
1110582-002	B1 Comp-B	Soil	10/19/2011 8:30	<input type="checkbox"/>	A	A	A	A	A							
1110582-003	B2 Comp	Soil	10/19/2011 9:00	<input type="checkbox"/>	A	A	A	A	A							
1110582-004	B3 Comp-A	Soil	10/19/2011 9:45	<input type="checkbox"/>	A	A	A	A	A							
1110582-005	B3 Comp-B	Soil	10/19/2011 9:45	<input type="checkbox"/>	A	A	A	A	A							
1110582-006	B4 Comp	Soil	10/19/2011 10:40	<input type="checkbox"/>	A	A	A	A	A							
1110582-007	B5 Comp-A	Soil	10/19/2011 11:30	<input type="checkbox"/>	A	A	A	A	A							
1110582-008	B5 Comp-B	Soil	10/19/2011 11:30	<input type="checkbox"/>	A	A	A	A	A							

Test Legend:

1	CAM17MS_S	2	G-MBTEX_S	3	STLCMETALMS_S	4	TCLPMETALMS_S	5	TPH(DMO)_S
6		7		8		9		10	
11		12							

Prepared by: Maria Venegas

Comments: 72hr Rush

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days). Hazardous samples will be returned to client or disposed of at client expense.



Sample Receipt Checklist

Client Name: Stellar Environmental Solutions

Date and Time Received: 10/19/2011 3:36:53 PM

Project Name: Archstone

Checklist completed and reviewed by: Maria Venegas

WorkOrder N°: 1110582 Matrix: Soil

Carrier: Rob Pringle (MAI Courier)

Chain of Custody (COC) Information

- Chain of custody present? Yes [checked] No []
Chain of custody signed when relinquished and received? Yes [checked] No []
Chain of custody agrees with sample labels? Yes [checked] No []
Sample IDs noted by Client on COC? Yes [checked] No []
Date and Time of collection noted by Client on COC? Yes [checked] No []
Sampler's name noted on COC? Yes [checked] No []

Sample Receipt Information

- Custody seals intact on shipping container/cooler? Yes [] No [] NA [checked]
Shipping container/cooler in good condition? Yes [checked] No []
Samples in proper containers/bottles? Yes [checked] No []
Sample containers intact? Yes [checked] No []
Sufficient sample volume for indicated test? Yes [checked] No []

Sample Preservation and Hold Time (HT) Information

- All samples received within holding time? Yes [checked] No []
Container/Temp Blank temperature Cooler Temp: 4.6°C NA []
Water - VOA vials have zero headspace / no bubbles? Yes [] No [] No VOA vials submitted [checked]
Sample labels checked for correct preservation? Yes [checked] No []
Metal - pH acceptable upon receipt (pH<2)? Yes [] No [] NA [checked]
Samples Received on Ice? Yes [checked] No []

(Ice Type: WET ICE)

* NOTE: If the "No" box is checked, see comments below.

Client contacted:

Date contacted:

Contacted by:

Comments:



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 http://www.mcccampbell.com / E-mail: main@mcccampbell.com

Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received 10/19/11
	Client Contact: Steve Bittman	Date Extracted 10/19/11
	Client P.O.:	Date Analyzed 10/21/11-10/24/11

CAM / CCR 17 Metals*

Lab ID	1110582-001A	1110582-002A	1110582-003A	1110582-004A	Reporting Limit for DF=1; ND means not detected above the reporting limit	
Client ID	B1 Comp-A	B1 Comp-B	B2 Comp	B3 Comp-A		
Matrix	S	S	S	S	S	W
Extraction Type	TOTAL	TOTAL	TOTAL	TOTAL	mg/Kg	mg/L

ICP Metals, Concentration*

Analytical Method: SW6020

Extraction Method: SW3050B

Work Order: 1110582

Dilution Factor	1	1	1	1	1	1
Antimony	11	3.0	4.3	1.2	0.5	NA
Arsenic	8.9	9.9	21	5.2	0.5	NA
Barium	220	120	100	260	5.0	NA
Beryllium	ND	ND	ND	ND	0.5	NA
Cadmium	0.51	ND	1.0	0.76	0.25	NA
Chromium	790	57	65	730	0.5	NA
Cobalt	30	6.4	20	20	0.5	NA
Copper	540	84	130	460	0.5	NA
Lead	370	880	520	420	0.5	NA
Mercury	0.47	0.26	0.43	0.34	0.05	NA
Molybdenum	1.5	0.92	0.57	0.98	0.5	NA
Nickel	800	35	77	400	0.5	NA
Selenium	ND	ND	ND	ND	0.5	NA
Silver	0.67	ND	1.2	ND	0.5	NA
Thallium	ND	ND	ND	ND	0.5	NA
Vanadium	48	46	44	34	0.5	NA
Zinc	560	590	710	540	5.0	NA
%SS:	127	107	108	109		

Comments

*water samples are reported in µg/L, product/oil/non-aqueous liquid samples and all TCLP / STLC / DISTLC / SPLP extracts are reported in mg/L, soil/sludge/solid samples in mg/kg, wipe samples in µg/wipe, filter samples in µg/filter.

means surrogate diluted out of range; ND means not detected above the reporting limit/method detection limit; N/A means not applicable to this sample or instrument.

TOTAL = Hot acid digestion of a representative sample aliquot.

TRM = Total recoverable metals is the "direct analysis" of a sample aliquot taken from its acid-preserved container.

DISS = Dissolved metals by direct analysis of 0.45 µm filtered and acidified sample.

%SS = Percent Recovery of Surrogate Standard

DF = Dilution Factor



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http://www.mcccampbell.com / E-mail: main@mcccampbell.com

Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received 10/19/11
	Client Contact: Steve Bittman	Date Extracted 10/19/11
	Client P.O.:	Date Analyzed 10/21/11-10/24/11

CAM / CCR 17 Metals*

Lab ID	1110582-005A	1110582-006A	1110582-007A	1110582-008A	Reporting Limit for DF =1; ND means not detected above the reporting limit	
Client ID	B3 Comp-B	B4 Comp	B5 Comp-A	B5 Comp-B		
Matrix	S	S	S	S	S	W
Extraction Type	TOTAL	TOTAL	TOTAL	TOTAL	mg/Kg	mg/L

ICP Metals, Concentration*

Analytical Method: SW6020

Extraction Method: SW3050B

Work Order: 1110582

Dilution Factor	1	1	1	1	1	1
Antimony	0.78	2.4	ND	0.68	0.5	NA
Arsenic	6.1	9.2	3.8	4.1	0.5	NA
Barium	220	230	98	390	5.0	NA
Beryllium	ND	ND	ND	0.61	0.5	NA
Cadmium	ND	0.30	ND	ND	0.25	NA
Chromium	66	73	45	53	0.5	NA
Cobalt	11	5.8	23	11	0.5	NA
Copper	150	90	17	31	0.5	NA
Lead	180	970	78	120	0.5	NA
Mercury	0.38	0.23	0.12	0.38	0.05	NA
Molybdenum	1.6	0.56	ND	2.6	0.5	NA
Nickel	58	32	26	53	0.5	NA
Selenium	ND	ND	ND	ND	0.5	NA
Silver	0.70	0.82	1.2	ND	0.5	NA
Thallium	ND	ND	ND	ND	0.5	NA
Vanadium	50	49	33	63	0.5	NA
Zinc	190	140	47	60	5.0	NA
%SS:	107	101	102	116		

Comments

*water samples are reported in µg/L, product/oil/non-aqueous liquid samples and all TCLP / STLC / DISTLC / SPLP extracts are reported in mg/L, soil/sludge/solid samples in mg/kg, wipe samples in µg/wipe, filter samples in µg/filter.

means surrogate diluted out of range; ND means not detected above the reporting limit/method detection limit; N/A means not applicable to this sample or instrument.

TOTAL = Hot acid digestion of a representative sample aliquot.

TRM = Total recoverable metals is the "direct analysis" of a sample aliquot taken from its acid-preserved container.

DISS = Dissolved metals by direct analysis of 0.45 µm filtered and acidified sample.

%SS = Percent Recovery of Surrogate Standard

DF = Dilution Factor



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Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received: 10/19/11
	Client Contact: Steve Bittman	Date Extracted: 10/19/11
	Client P.O.:	Date Analyzed: 10/19/11-10/21/11

Gasoline Range (C6-C12) Volatile Hydrocarbons as Gasoline with BTEX and MTBE*

Extraction method: SW5030B

Analytical methods: SW8021B/8015Bm

Work Order: 1110582

Lab ID	Client ID	Matrix	TPH(g)	MTBE	Benzene	Toluene	Ethylbenzene	Xylenes	DF	% SS	Comments
001A	B1 Comp-A	S	4.5	ND	ND	0.017	0.012	0.090	1	98	d7
002A	B1 Comp-B	S	ND	ND	ND	ND	ND	ND	1	98	
003A	B2 Comp	S	3.5	ND	0.017	0.080	0.013	0.16	1	92	d7
004A	B3 Comp-A	S	2.0	ND	ND	ND	0.0055	0.096	1	94	d7
005A	B3 Comp-B	S	ND	ND	ND	ND	ND	0.017	1	102	
006A	B4 Comp	S	ND	ND	ND	0.011	ND	0.034	1	94	
007A	B5 Comp-A	S	ND	ND	ND	ND	ND	0.010	1	95	
008A	B5 Comp-B	S	ND	ND	ND	0.014	ND	0.017	1	87	

Reporting Limit for DF=1; ND means not detected at or above the reporting limit	W	50	5.0	0.5	0.5	0.5	0.5	0.5	ug/L
	S	1.0	0.05	0.005	0.005	0.005	0.005	0.005	mg/Kg

* water and vapor samples are reported in µg/L, soil/sludge/solid samples in mg/kg, wipe samples in µg/wipe, product/oil/non-aqueous liquid samples and all TCLP & SPLP extracts in mg/L.

cluttered chromatogram; sample peak coelutes w/surrogate peak; low surrogate recovery due to matrix interference; %SS = Percent Recovery of Surrogate Standard; DF = Dilution Factor

The following descriptions of the TPH chromatogram are cursory in nature and McC Campbell Analytical is not responsible for their interpretation:
d7) strongly aged gasoline or diesel range compounds are significant in the TPH(g) chromatogram



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Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received: 10/19/11
	Client Contact: Steve Bittman	Date Extracted: 10/19/11-10/21/11
	Client P.O.:	Date Analyzed: 10/21/11-10/24/11

Metals*

Extraction method: CA Title 22

Analytical methods: SW6020

Work Order: 1110582

Lab ID	Client ID	Matrix	Extraction Type	Lead	DF	% SS	Comments
1110582-001A	B1 Comp-A	S	WET	19	1	N/A	
1110582-002A	B1 Comp-B	S	WET	34	10	N/A	
1110582-003A	B2 Comp	S	WET	26	10	N/A	
1110582-004A	B3 Comp-A	S	WET	17	1	N/A	
1110582-005A	B3 Comp-B	S	WET	18	1	N/A	
1110582-006A	B4 Comp	S	WET	8.5	1	N/A	
1110582-007A	B5 Comp-A	S	WET	4.4	1	N/A	
1110582-008A	B5 Comp-B	S	WET	51	10	N/A	

Reporting Limit for DF =1; ND means not detected at or above the reporting limit	W	TOTAL	NA	µg/L
	S	WET	0.1	mg/L

*water samples are reported in µg/L, product/oil/non-aqueous liquid samples and all TCLP / STLC / DISTLC / SPLP extracts are reported in mg/L, soil/sludge/solid samples in mg/kg, wipe samples in µg/wipe, filter samples in µg/filter.

means surrogate diluted out of range; ND means not detected above the reporting limit/method detection limit; N/A means not applicable to this sample or instrument.

WET = Waste Extraction Test, i.e., STLC (Soluble Threshold Limit Concentration).
DI WET = Waste Extraction Test using DI water (DI STLC).

%SS = Percent Recovery of Surrogate Standard
DF = Dilution Factor



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Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received: 10/19/11
	Client Contact: Steve Bittman	Date Extracted: 10/19/11-10/20/11
	Client P.O.:	Date Analyzed: 10/24/11

Metals*

Extraction method: SW1311/SW3050B

Analytical methods: SW6020

Work Order: 1110582

Lab ID	Client ID	Matrix	Extraction Type	Lead	DF	% SS	Comments
1110582-001A	B1 Comp-A	S	TCLP	0.29	1	N/A	
1110582-002A	B1 Comp-B	S	TCLP	0.66	1	N/A	
1110582-003A	B2 Comp	S	TCLP	ND	1	N/A	
1110582-004A	B3 Comp-A	S	TCLP	1.8	1	N/A	
1110582-005A	B3 Comp-B	S	TCLP	0.51	1	N/A	
1110582-006A	B4 Comp	S	TCLP	4.5	1	N/A	
1110582-007A	B5 Comp-A	S	TCLP	ND	1	N/A	
1110582-008A	B5 Comp-B	S	TCLP	ND	1	N/A	

Reporting Limit for DF =1; ND means not detected at or above the reporting limit	W	TOTAL	NA	µg/L
	S	TCLP	0.1	mg/L

*water samples are reported in µg/L, product/oil/non-aqueous liquid samples and all TCLP / STLC / DISTLC / SPLP extracts are reported in mg/L, soil/sludge/solid samples in mg/kg, wipe samples in µg/wipe, filter samples in µg/filter.

means surrogate diluted out of range; ND means not detected above the reporting limit/method detection limit; N/A means not applicable to this sample or instrument.

TCLP = Toxicity Characteristic Leaching Procedure.
 DI TCLP = Toxicity Characteristic Leaching Procedure using DI water.

%SS = Percent Recovery of Surrogate Standard
 DF = Dilution Factor



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Stellar Environmental Solutions 2198 Sixth St. #201 Berkeley, CA 94710	Client Project ID: Archstone	Date Sampled: 10/19/11
		Date Received: 10/19/11
	Client Contact: Steve Bittman	Date Extracted: 10/19/11
	Client P.O.:	Date Analyzed: 10/19/11-10/22/11

Total Extractable Petroleum Hydrocarbons*

Extraction method: SW3550B

Analytical methods: SW8015B

Work Order: 1110582

Lab ID	Client ID	Matrix	TPH-Diesel (C10-C23)	TPH-Motor Oil (C18-C36)	DF	% SS	Comments
1110582-001A	B1 Comp-A	S	150	740	20	91	e7,e2
1110582-002A	B1 Comp-B	S	170	190	10	112	e7,e2,e6
1110582-003A	B2 Comp	S	280	490	50	107	e7,e2
1110582-004A	B3 Comp-A	S	63	350	20	88	e7,e2
1110582-005A	B3 Comp-B	S	78	280	10	92	e7,e2
1110582-006A	B4 Comp	S	51	320	10	96	e7,e2
1110582-007A	B5 Comp-A	S	13	48	1	100	e7,e2
1110582-008A	B5 Comp-B	S	34	120	5	98	e7,e2

Reporting Limit for DF =1; ND means not detected at or above the reporting limit.	W	NA	NA	ug/L
	S	1.0	5.0	mg/Kg

* water samples are reported in µg/L, wipe samples in µg/wipe, soil/solid/sludge samples in mg/kg, product/oil/non-aqueous liquid samples in mg/L, and all DISTLC / STLC / SPLP / TCLP extracts are reported in µg/L.

cluttered chromatogram resulting in coeluted surrogate and sample peaks, or; surrogate peak is on elevated baseline, or; surrogate has been diminished by dilution of original extract; %SS = Percent Recovery of Surrogate Standard; DF = Dilution Factor

The following descriptions of the TPH chromatogram are cursory in nature and McC Campbell Analytical is not responsible for their interpretation:
 e2) diesel range compounds are significant; no recognizable pattern
 e6) one to a few isolated peaks present in the THP(d/mo) chromatogram
 e7) oil range compounds are significant



QC SUMMARY REPORT FOR SW6020

W.O. Sample Matrix: Soil

QC Matrix: Soil

WorkOrder: 1110582

Table with columns: EPA Method: SW6020, Extraction: SW3050B, BatchID: 62027, Spiked Sample ID: 1110582-008A. Rows include analytes like Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc, and %SS with various recovery and RPD values.

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions: NONE

BATCH 62027 SUMMARY

Summary table with columns: Lab ID, Date Sampled, Date Extracted, Date Analyzed. Lists multiple samples (e.g., 1110582-001A to 1110582-008A) and their corresponding dates and times.

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS - Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

N/A = not applicable to this method.

NR = analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.



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QC SUMMARY REPORT FOR SW8021B/8015Bm

W.O. Sample Matrix: Soil

QC Matrix: Soil

BatchID: 62028

WorkOrder: 1110582

EPA Method: SW8021B/8015Bm

Extraction: SW5030B

Spiked Sample ID: 1110582-007A

Table with 13 columns: Analyte, Sample (mg/Kg), Spiked (mg/Kg), MS (% Rec.), MSD (% Rec.), MS-MSD (% RPD), LCS (% Rec.), LCSD (% Rec.), LCS-LCSD (% RPD), and four columns for Acceptance Criteria (%). Rows include TPH(btex), MTBE, Benzene, Toluene, Ethylbenzene, Xylenes, and %SS.

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions: NONE

BATCH 62028 SUMMARY

Summary table with 8 columns: Lab ID, Date Sampled, Date Extracted, Date Analyzed, Lab ID, Date Sampled, Date Extracted, Date Analyzed. Lists multiple lab IDs and their corresponding dates and times.

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS - Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

TPH(btex) = sum of BTEX areas from the FID.

Interfered chromatogram; sample peak coelutes with surrogate peak.

N/A = not enough sample to perform matrix spike and matrix spike duplicate.

NR = matrix interference and/or analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.



QC SUMMARY REPORT FOR SW6020

W.O. Sample Matrix: Soil

QC Matrix: Soil

BatchID: 62002

WorkOrder: 1110582

EPA Method: SW6020		Extraction: CA Title 22						Spiked Sample ID: N/A				
Analyte	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	mg/L	mg/L	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
Lead	N/A	10	N/A	N/A	N/A	92.3	94.3	2.14	N/A	N/A	75 - 125	20

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
 NONE

BATCH 62002 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1110582-001A	10/19/11 8:30 AM	10/19/11	10/21/11 8:59 PM	1110582-002A	10/19/11 8:30 AM	10/19/11	10/24/11 5:36 PM
1110582-003A	10/19/11 9:00 AM	10/19/11	10/24/11 6:00 PM	1110582-004A	10/19/11 9:45 AM	10/19/11	10/21/11 9:21 PM
1110582-005A	10/19/11 9:45 AM	10/19/11	10/21/11 9:32 PM	1110582-006A	10/19/11 10:40 AM	10/19/11	10/21/11 9:39 PM
1110582-007A	10/19/11 11:30 AM	10/19/11	10/21/11 9:46 PM	1110582-008A	10/19/11 11:30 AM	10/19/11	10/24/11 6:06 PM

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.
 $\% \text{ Recovery} = 100 * (\text{MS} - \text{Sample}) / (\text{Amount Spiked})$; $\text{RPD} = 100 * (\text{MS} - \text{MSD}) / ((\text{MS} + \text{MSD}) / 2)$.
 MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.
 N/A = not applicable to this method.
 NR = analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.



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QC SUMMARY REPORT FOR SW6020

W.O. Sample Matrix: Soil

QC Matrix: Soil

BatchID: 62019

WorkOrder: 1110582

EPA Method: SW6020

Extraction: SW1311/SW3050B

Spiked Sample ID: N/A

Analyte	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	mg/L	mg/L	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
Lead	N/A	10	N/A	N/A	N/A	97.8	87.4	11.2	N/A	N/A	75 - 125	20

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
 NONE

BATCH 62019 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1110582-001A	10/19/11 8:30 AM	10/19/11	10/24/11 1:49 PM	1110582-002A	10/19/11 8:30 AM	10/19/11	10/24/11 1:55 PM
1110582-003A	10/19/11 9:00 AM	10/19/11	10/24/11 2:02 PM	1110582-004A	10/19/11 9:45 AM	10/19/11	10/24/11 2:08 PM
1110582-005A	10/19/11 9:45 AM	10/19/11	10/24/11 3:52 PM	1110582-006A	10/19/11 10:40 AM	10/19/11	10/24/11 3:58 PM
1110582-007A	10/19/11 11:30 AM	10/19/11	10/24/11 4:04 PM	1110582-008A	10/19/11 11:30 AM	10/19/11	10/24/11 4:10 PM

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS-Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

N/A = not applicable to this method.

analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.

 QA/QC Officer



QC SUMMARY REPORT FOR SW8015B

W.O. Sample Matrix: Soil

QC Matrix: Soil

BatchID: 61945

WorkOrder: 1110582

EPA Method: SW8015B		Extraction: SW3550B							Spiked Sample ID: 1110453-004A			
Analyte	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	mg/Kg	mg/Kg	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
TPH-Diesel (C10-C23)	22	40	NR	NR	NR	114	114	0	70 - 130	30	70 - 130	30
%SS:	93	25	93	89	5.13	92	92	0	70 - 130	30	70 - 130	30

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
 NONE

BATCH 61945 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1110582-001A	10/19/11 8:30 AM	10/19/11	10/20/11 6:13 PM	1110582-002A	10/19/11 8:30 AM	10/19/11	10/22/11 3:31 AM
1110582-003A	10/19/11 9:00 AM	10/19/11	10/22/11 2:02 PM	1110582-004A	10/19/11 9:45 AM	10/19/11	10/19/11 10:00 PM
1110582-005A	10/19/11 9:45 AM	10/19/11	10/19/11 8:35 PM	1110582-006A	10/19/11 10:40 AM	10/19/11	10/20/11 5:10 AM
1110582-007A	10/19/11 11:30 AM	10/19/11	10/20/11 4:00 AM	1110582-008A	10/19/11 11:30 AM	10/19/11	10/20/11 2:48 AM

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS-Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

N/A = not enough sample to perform matrix spike and matrix spike duplicate.

NR = analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
		Date Received: 06/30/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 06/30/00
	Client P.O:	Date Analyzed: 06/30/00

07/07/00

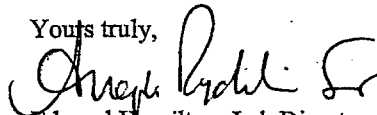
Dear Cusack & Rapoport:

Enclosed are:

- 1). the results of 37 samples from your #2838.04; 635 8TH Street project,
- 2). a QC report for the above samples
- 3). a copy of the chain of custody, and
- 4). a bill for analytical services.

All analyses were completed satisfactorily and all QC samples were found to be within our control limits. If you have any questions please contact me. McCampbell Analytical Laboratories strives for excellence in quality, service and cost. Thank you for your business and I look forward to working with you again.

Yours truly,


Edward Hamilton, Lab Director



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
		Date Received: 06/30/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 06/30-07/05/00
	Client P.O:	Date Analyzed: 06/30-07/05/00

Multi-Range (Gasoline,Diesel,Motor Oil) TPH as Diesel *
 EPA methods modified 8015, and 3550 or 3510; California RWQCB (SF Bay Region) method GCFID(3550) or GCFID(3510)

Lab ID	Client ID	Matrix	TPH(Gas) ⁺ (C6-C12)	TPH(Diesel) ⁺ (C10-C23)	TPH(MotorOil) ^o (>C18)	% Recovery Surrogate
41874	EB-6	W	ND	1000,g	1900	103
41875	EB-10	W	ND,i	210,g	610	103
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	W	50 ug/L	50 ug/L	250 ug/L		
	S	1.0 mg/kg	1.0 mg/kg	5.0 mg/kg		

* water samples are reported in ug/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / SPLP extracts in mg/L
 # cluttered chromatogram resulting in surrogate and sample peak coelution, or; surrogate peak is on elevated baseline, or; surrogate has been diminished by dilution of original extract.
 ° oil-range compounds are not fully recovered by this GC methodology
 The following descriptions of the TPH chromatogram are cursory in nature and McCampbell Analytical is not responsible for their interpretation: a) unmodified or weakly modified diesel is significant; b) diesel range compounds are significant; no recognizable pattern; c) aged diesel? is significant); d) gasoline range compounds are significant; e) medium boiling point pattern that does not match diesel(?); f) one to a few isolated peaks present; g) oil range compounds are significant; h) lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/05/00

Total Recoverable Petroleum Hydrocarbons as Oil & Grease (with Silica Gel Clean-up) by Scanning IR Spectrometry*

EPA method 418.1 or 9073; Standard Methods 5520 C&F

Lab ID	Client ID	Matrix	TRPH [†]	% Recovery Surrogate
41839	EB-4-2.0	S	230	___#
41840	EB-4-5.0	S	110	___#
41841	EB-4-4.0	S	70	___#
41842	EB-4-6.0	S	100	___#
41843	EB-5-1.0	S	20	___#
41844	EB-5-3.0	S	40	___#
41845	EB-5-4.0	S	26,000	___#
41846	EB-5-8.0	S	ND	___#
41847	EB-5-9.0	S	50	___#
41848	EB-5-12.0	S	ND	___#
41849	EB-5-20.0	S	ND	___#
41850	EB-6-1.0	S	170	___#
41851	EB-6-3.0	S	11,000	___#
41852	EB-6-8.0	S	60	___#
41853	EB-6-12.0	S	130	___#
41854	EB-6-16.0	S	70	___#
41855	EB-6-20.0	S	140	___#
41856	EB-7-1.5	S	60	___#
41857	EB-7-4.0	S	30	___#
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	W		1.0 mg/L	
	S		10 mg/kg	

* water samples are reported in mg/L , wipe samples in mg/wipe and soils and sludges in mg/kg

surrogate diluted out of range or not applicable to this sample

† At the client's request or the laboratory's discretion, one or more positive samples may be run by direct injection chromatography with FID detection. The following comments pertain to these GC results: a) gasoline-range compounds (C6-C12) are present; b) diesel range compounds (C10-C23) are present; c) oil-range compounds (>C18) are present; d) other patterned solvent (?); e) isolated peaks; f) GC compounds are absent or insignificant relative to TRPH inferring that complex biologically derived molecules are the source of IR absorption; h) a lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/05/00

Total Recoverable Petroleum Hydrocarbons as Oil & Grease (with Silica Gel Clean-up) by Scanning IR Spectrometry*

EPA method 418.1 or 9073; Standard Methods 5520 C&F

Lab ID	Client ID	Matrix	TRPH [†]	% Recovery Surrogate
41858	EB-7-6.0	S	14	---
41859	EB-7-8.0	S	14	---
41860	EB-7-16.0	S	ND	---
41861	EB-7-20.0	S	ND	---
41862	EB-9-3.0	S	300	---
41863	EB-9-4.0	S	1000	---
41864	EB-9-5.0	S	60	---
41865	EB-9-6.0	S	30	---
41866	EB-9-7.5	S	50	---
41867	EB-10-1.0	S	29,000	---
41868	EB-10-3.0	S	170	---
41869	EB-10-4.0	S	50	---
41870	EB-10-7.0	S	110	---
41871	EB-10-8.0	S	370	---
41872	EB-10-12.0	S	14	---
41873	EB-10-20.0	S	160	---
41874	EB-6	W	12	---
41875	EB-10	W	3.0,i	---
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	W		1.0 mg/L	
	S		10 mg/kg	

* water samples are reported in mg/L , wipe samples in mg/wipe and soils and sludges in mg/kg

* surrogate diluted out of range or not applicable to this sample

[†] At the client's request or the laboratory's discretion, one or more positive samples may be run by direct injection chromatography with FID detection. The following comments pertain to these GC results: a) gasoline-range compounds (C6-C12) are present; b) diesel range compounds (C10-C23) are present; c) oil-range compounds (>C18) are present; d) other patterned solvent (?); e) isolated peaks, f) GC compounds are absent or insignificant relative to TRPH inferring that complex biologically derived molecules are the source of IR absorption; h) a lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/01-07/06/00

Volatile Halocarbons

EPA method 601 or 8010

Lab ID	41839	41842	41847	41849
Client ID	EB-4-2.0	EB-4-6.0	EB-5-9.0	EB-5-20.0
Matrix	S	S	S	S
Compound	Concentration			
Bromodichloromethane	ND	ND	ND	ND
Bromoform ^(b)	ND	ND	ND	ND
Bromomethane	ND	ND	ND	ND
Carbon Tetrachloride ^(c)	ND	ND	ND	ND
Chlorobenzene	ND	ND	ND	ND
Chloroethane	ND	ND	ND	ND
2-Chloroethyl Vinyl Ether ^(d)	ND	ND	ND	ND
Chloroform ^(e)	ND	ND	ND	ND
Chloromethane	ND	ND	ND	ND
Dibromochloromethane	ND	ND	ND	ND
1,2-Dichlorobenzene	ND	ND	ND	ND
1,3-Dichlorobenzene	ND	ND	ND	ND
1,4-Dichlorobenzene	ND	ND	ND	ND
Dichlorodifluoromethane	ND	ND	ND	ND
1,1-Dichloroethane	ND	ND	ND	ND
1,2-Dichloroethane	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND
cis 1,2-Dichloroethene	ND	ND	ND	ND
trans 1,2-Dichloroethene	ND	ND	ND	ND
1,2-Dichloropropane	ND	ND	ND	ND
cis 1,3-Dichloropropene	ND	ND	ND	ND
trans 1,3-Dichloropropene	ND	ND	ND	ND
Methylene Chloride ^(f)	ND<20	ND<20	ND<20	ND<20
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND
Tetrachloroethene	ND	ND	ND	ND
1,1,1-Trichloroethane	ND	ND	ND	ND
1,1,2-Trichloroethane	ND	ND	ND	ND
Trichloroethene	ND	ND	ND	ND
Trichlorofluoromethane	ND	ND	ND	ND
Vinyl Chloride ^(g)	ND	ND	ND	ND
% Recovery Surrogate	81	88	100	93
Comments				

* water and vapor samples and all TCLP & SPLP extracts are reported in ug/L, soil and sludge samples in ug/kg, wipe samples in ug/wipe

Reporting limit unless otherwise stated: water/TCLP/SPLP extracts, ND<0.5ug/L; soils and sludges, ND<5ug/kg; wipes, ND<0.2ug/wipe

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) tribromomethane; (c) tetrachloromethane; (d) (2-chloroethoxy) ethene; (e) trichloromethane; (f) dichloromethane; (g) chloroethene; (h) a lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/01-07/06/00

Volatile Halocarbons

EPA method 601 or 8010

Lab ID	41857	41859	41866	41869
Client ID	EB-7-4.0	EB-7-8.0	EB-9-7.5	EB-10-4.0
Matrix	S	S	S	S
Compound	Concentration			
Bromodichloromethane	ND	ND	ND	ND
Bromoform ^(b)	ND	ND	ND	ND
Bromomethane	ND	ND	ND	ND
Carbon Tetrachloride ^(c)	ND	ND	ND	ND
Chlorobenzene	ND	ND	ND	ND
Chloroethane	ND	ND	ND	ND
2-Chloroethyl Vinyl Ether ^(d)	ND	ND	ND	ND
Chloroform ^(e)	ND	ND	ND	ND
Chloromethane	ND	ND	ND	ND
Dibromochloromethane	ND	ND	ND	ND
1,2-Dichlorobenzene	ND	ND	ND	ND
1,3-Dichlorobenzene	ND	ND	ND	ND
1,4-Dichlorobenzene	ND	ND	ND	ND
Dichlorodifluoromethane	ND	ND	ND	ND
1,1-Dichloroethane	ND	ND	ND	ND
1,2-Dichloroethane	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND
cis 1,2-Dichloroethene	ND	ND	ND	ND
trans 1,2-Dichloroethene	ND	ND	ND	ND
1,2-Dichloropropane	ND	ND	ND	ND
cis 1,3-Dichloropropene	ND	ND	ND	ND
trans 1,3-Dichloropropene	ND	ND	ND	ND
Methylene Chloride ^(f)	ND<20	ND<20	ND<20	ND<20
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND
Tetrachloroethene	ND	ND	ND	ND
1,1,1-Trichloroethane	ND	ND	ND	ND
1,1,2-Trichloroethane	ND	ND	ND	ND
Trichloroethene	ND	ND	ND	ND
Trichlorofluoromethane	ND	ND	ND	ND
Vinyl Chloride ^(g)	ND	ND	ND	ND
% Recovery Surrogate	85	90	89	88
Comments				

* water and vapor samples and all TCLP & SPLP extracts are reported in ug/L, soil and sludge samples in ug/kg, wipe samples in ug/wipe
 Reporting limit unless otherwise stated: water/TCLP/SPLP extracts, ND<0.5ug/L; soils and sludges, ND<5ug/kg; wipes, ND<0.2ug/wipe
 ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) tribromomethane; (c) tetrachloromethane; (d) (2-chloroethoxy) ethene; (e) trichloromethane; (f) dichloromethane; (g) chloroethene; (h) a lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content.



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	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/01-07/06/00

Volatile Halocarbons

EPA method 601 or 8010

Lab ID	41874		
Client ID	EB-6		
Matrix	W		
Compound	Concentration		
Bromodichloromethane	ND		
Bromoform ^(b)	ND		
Bromomethane	ND		
Carbon Tetrachloride ^(c)	ND		
Chlorobenzene	ND		
Chloroethane	ND		
2-Chloroethyl Vinyl Ether ^(d)	ND		
Chloroform ^(e)	ND		
Chloromethane	ND		
Dibromochloromethane	ND		
1,2-Dichlorobenzene	ND		
1,3-Dichlorobenzene	ND		
1,4-Dichlorobenzene	ND		
Dichlorodifluoromethane	ND		
1,1-Dichloroethane	ND		
1,2-Dichloroethane	ND		
1,1-Dichloroethene	ND		
cis 1,2-Dichloroethene	ND		
trans 1,2-Dichloroethene	ND		
1,2-Dichloropropane	ND		
cis 1,3-Dichloropropene	ND		
trans 1,3-Dichloropropene	ND		
Methylene Chloride ^(f)	ND<3		
1,1,2,2-Tetrachloroethane	ND		
Tetrachloroethene	ND<2		
1,1,1-Trichloroethane	ND		
1,1,2-Trichloroethane	ND		
Trichloroethene	ND		
Trichlorofluoromethane	ND		
Vinyl Chloride ^(g)	ND		
% Recovery Surrogate	93		
Comments			

* water and vapor samples and all TCLP & SPLP extracts are reported in ug/L, soil and sludge samples in ug/kg, wipe samples in ug/wipe
 Reporting limit unless otherwise stated: water/TCLP/SPLP extracts, ND<0.5ug/L; soils and sludges, ND<5ug/kg; wipes, ND<0.2ug/wipe
 ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) tribromomethane; (c) tetrachloromethane; (d) (2-chloroethoxy) ethene; (e) trichloromethane; (f) dichloromethane, (g) chloroethene; (h) a lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content.



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	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 07/02/00

Volatile Organics By GC/MS

EPA method 8260

Lab ID	41840
Client ID	EB-4-5.0
Matrix	S

Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acetone ^(b)	ND	5.0	25	trans-1,3-Dichloropropene	ND	1.0	5.0
Benzene	ND	1.0	5.0	Ethylene dibromide	ND	1.0	5.0
Bromobenzene	ND	1.0	5.0	Ethylbenzene	ND	1.0	5.0
Bromochloromethane	ND	1.0	5.0	Hexachlorobutadiene	ND	5.0	25
Bromodichloromethane	ND	1.0	5.0	Iodomethane	ND	1.0	5.0
Bromoform	ND	1.0	5.0	Isopropylbenzene	ND	1.0	5.0
Bromomethane	ND	1.0	5.0	p-Isopropyl toluene	ND	1.0	5.0
n-Butyl benzene	ND	1.0	5.0	Methyl butyl ketone ^(d)	ND	1.0	5.0
sec-Butyl benzene	ND	1.0	5.0	Methylene Chloride ^(e)	ND<12	1.0	5.0
tert-Butyl benzene	ND	1.0	5.0	Methyl ethyl ketone ^(f)	ND	2.0	10
Carbon Disulfide	ND	1.0	5.0	Methyl isobutyl ketone ^(g)	ND	1.0	5.0
Carbon Tetrachloride	ND	1.0	5.0	Methyl tert-Butyl Ether (MTBE)	—	1.0	5.0
Chlorobenzene	ND	1.0	5.0	Naphthalene	ND	5.0	5.0
Chloroethane	ND	1.0	5.0	n-Propyl benzene	ND	1.0	5.0
2-Chloroethyl Vinyl Ether ^(h)	ND	1.0	5.0	Styrene ^(k)	ND	1.0	5.0
Chloroform	ND	1.0	5.0	1,1,1,2-Tetrachloroethane	ND	1.0	5.0
Chloromethane	ND	1.0	5.0	1,1,2,2-Tetrachloroethane	ND	1.0	5.0
2-Chlorotoluene	ND	1.0	5.0	Tetrachloroethene	ND<7.0	1.0	5.0
4-Chlorotoluene	ND	1.0	5.0	Toluene ⁽ⁱ⁾	ND	1.0	5.0
Dibromochloromethane	ND	1.0	5.0	1,2,3-Trichlorobenzene	ND	5.0	25
1,2-Dibromo-3-chloropropane	ND	2.0	10	1,2,4-Trichlorobenzene	ND	5.0	25
Dibromomethane	ND	1.0	5.0	1,1,1-Trichloroethane	ND	1.0	5.0
1,2-Dichlorobenzene	ND	1.0	5.0	1,1,2-Trichloroethane	ND	1.0	5.0
1,3-Dichlorobenzene	ND	1.0	5.0	Trichloroethene	ND	1.0	5.0
1,4-Dichlorobenzene	ND	1.0	5.0	Trichlorofluoromethane	ND	1.0	5.0
Dichlorodifluoromethane	ND	1.0	5.0	1,2,3-Trichloropropane	ND	1.0	5.0
1,1-Dichloroethane	ND	1.0	5.0	1,2,4-Trimethylbenzene	ND	1.0	5.0
1,2-Dichloroethane	ND	1.0	5.0	1,3,5-Trimethylbenzene	ND	1.0	5.0
1,1-Dichloroethene	ND	1.0	5.0	Vinyl Acetate ^(m)	ND	5.0	25
cis-1,2-Dichloroethene	ND	1.0	5.0	Vinyl Chloride ⁽ⁿ⁾	ND	1.0	5.0
trans-1,2-Dichloroethene	ND	1.0	5.0	Xylenes, total ^(o)	ND	1.0	5.0
1,2-Dichloropropane	ND	1.0	5.0	Comments:			
1,3-Dichloropropane	ND	1.0	5.0	Surrogate Recoveries (%)			
2,2-Dichloropropane	ND	1.0	5.0	Dibromofluoromethane			119
1,1-Dichloropropene	ND	1.0	5.0	Toluene-d8			108
cis-1,3-Dichloropropene	ND	1.0	5.0	4-Bromofluorobenzene			115

* water and vapor samples are reported in ug/L, soil and sludge samples in ug/kg, wipes in ug/wipe and all TCLP / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) 2-propanone or dimethyl ketone; (c) (2-chloroethoxy) ethene; (d) 2-hexanone; (e) dichloromethane; (f) 2-butanone; (g) 4-methyl-2-pentanone or isopropylacetone; (h) lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content; (k) ethenylbenzene; (l) methylbenzene; (m) acetic acid ethenyl ester; (n) chloroethene, (o) dimethylbenzenes.

DHS Certification No. 1644

Edward Hamilton, Lab Director



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	Client P.O:	Date Analyzed: 07/02/00
		Date Extracted: 06/30/00

Volatile Organics By GC/MS

EPA method 8260							
Lab ID	41858						
Client ID	EB-7-6.0						
Matrix	S						
Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acetone ^(b)	ND	5.0	25	trans-1,3-Dichloropropene	ND	1.0	5.0
Benzene	ND	1.0	5.0	Ethylene dibromide	ND	1.0	5.0
Bromobenzene	ND	1.0	5.0	Ethylbenzene	ND	1.0	5.0
Bromochloromethane	ND	1.0	5.0	Hexachlorobutadiene	ND	5.0	25
Bromodichloromethane	ND	1.0	5.0	Iodomethane	ND	1.0	5.0
Bromoform	ND	1.0	5.0	Isopropylbenzene	ND	1.0	5.0
Bromomethane	ND	1.0	5.0	p-Isopropyl toluene	ND	1.0	5.0
n-Butyl benzene	ND	1.0	5.0	Methyl butyl ketone ^(d)	ND	1.0	5.0
sec-Butyl benzene	ND	1.0	5.0	Methylene Chloride ^(e)	ND<12	1.0	5.0
tert-Butyl benzene	ND	1.0	5.0	Methyl ethyl ketone ^(f)	ND	2.0	10
Carbon Disulfide	ND	1.0	5.0	Methyl isobutyl ketone ^(g)	ND	1.0	5.0
Carbon Tetrachloride	ND	1.0	5.0	Methyl tert-Butyl Ether (MTBE)	—	1.0	5.0
Chlorobenzene	ND	1.0	5.0	Naphthalene	ND	5.0	5.0
Chloroethane	ND	1.0	5.0	n-Propyl benzene	ND	1.0	5.0
2-Chloroethyl Vinyl Ether ^(c)	ND	1.0	5.0	Styrene ^(h)	ND	1.0	5.0
Chloroform	ND	1.0	5.0	1,1,1,2-Tetrachloroethane	ND	1.0	5.0
Chloromethane	ND	1.0	5.0	1,1,2,2-Tetrachloroethane	ND	1.0	5.0
2-Chlorotoluene	ND	1.0	5.0	Tetrachloroethene	ND<7.0	1.0	5.0
4-Chlorotoluene	ND	1.0	5.0	Toluene ⁽ⁱ⁾	ND	1.0	5.0
Dibromochloromethane	ND	1.0	5.0	1,2,3-Trichlorobenzene	ND	5.0	25
1,2-Dibromo-3-chloropropane	ND	2.0	10	1,2,4-Trichlorobenzene	ND	5.0	25
Dibromomethane	ND	1.0	5.0	1,1,1-Trichloroethane	ND	1.0	5.0
1,2-Dichlorobenzene	ND	1.0	5.0	1,1,2-Trichloroethane	ND	1.0	5.0
1,3-Dichlorobenzene	ND	1.0	5.0	Trichloroethene	ND	1.0	5.0
1,4-Dichlorobenzene	ND	1.0	5.0	Trichlorofluoromethane	ND	1.0	5.0
Dichlorodifluoromethane	ND	1.0	5.0	1,2,3-Trichloropropane	ND	1.0	5.0
1,1-Dichloroethane	ND	1.0	5.0	1,2,4-Trimethylbenzene	ND	1.0	5.0
1,2-Dichloroethane	ND	1.0	5.0	1,3,5-Trimethylbenzene	ND	1.0	5.0
1,1-Dichloroethene	ND	1.0	5.0	Vinyl Acetate ^(m)	ND	5.0	25
cis-1,2-Dichloroethene	ND	1.0	5.0	Vinyl Chloride ⁽ⁿ⁾	ND	1.0	5.0
trans-1,2-Dichloroethene	ND	1.0	5.0	Xylenes, total ^(o)	ND	1.0	5.0
1,2-Dichloropropane	ND	1.0	5.0	Comments:			
1,3-Dichloropropane	ND	1.0	5.0	Surrogate Recoveries (%)			
2,2-Dichloropropane	ND	1.0	5.0	Dibromofluoromethane		117	
1,1-Dichloropropene	ND	1.0	5.0	Toluene-d8		109	
cis-1,3-Dichloropropene	ND	1.0	5.0	4-Bromofluorobenzene		106	

* water and vapor samples are reported in ug/L, soil and sludge samples in ug/kg, wipes in ug/wipe and all TCLP / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) 2-propanone or dimethyl ketone; (c) (2-chloroethoxy) ethene; (d) 2-hexanone; (e) dichloromethane; (f) 2-butanone; (g) 4-methyl-2-pentanone or isopropylacetone; (h) lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content; (k) ethenylbenzene; (l) methylbenzene; (m) acetic acid ethenyl ester; (n) chloroethene; (o) dimethylbenzenes.

DHS Certification No. 1644

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	Client P.O:	Date Analyzed: 07/02/00
		Date Extracted: 06/30/00

Volatile Organics By GC/MS

EPA method 8260

Lab ID	41872
Client ID	EB-10-12.0
Matrix	S

Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acetone ^(b)	ND	5.0	25	trans-1,3-Dichloropropene	ND	1.0	5.0
Benzene	ND	1.0	5.0	Ethylene dibromide	ND	1.0	5.0
Bromobenzene	ND	1.0	5.0	Ethylbenzene	ND	1.0	5.0
Bromochloromethane	ND	1.0	5.0	Hexachlorobutadiene	ND	5.0	25
Bromodichloromethane	ND	1.0	5.0	Iodomethane	ND	1.0	5.0
Bromofrom	ND	1.0	5.0	Isopropylbenzene	ND	1.0	5.0
Bromomethane	ND	1.0	5.0	p-Isopropyl toluene	ND	1.0	5.0
n-Butyl benzene	ND	1.0	5.0	Methyl butyl ketone ^(d)	ND	1.0	5.0
sec-Butyl benzene	ND	1.0	5.0	Methylene Chloride ^(e)	ND<12	1.0	5.0
tert-Butyl benzene	ND	1.0	5.0	Methyl ethyl ketone ^(f)	ND	2.0	10
Carbon Disulfide	ND	1.0	5.0	Methyl isobutyl ketone ^(g)	ND	1.0	5.0
Carbon Tetrachloride	ND	1.0	5.0	Methyl tert-Butyl Ether (MTBE)	—	1.0	5.0
Chlorobenzene	ND	1.0	5.0	Naphthalene	ND	5.0	5.0
Chloroethane	ND	1.0	5.0	n-Propyl benzene	ND	1.0	5.0
2-Chloroethyl Vinyl Ether ^(h)	ND	1.0	5.0	Styrene ^(k)	ND	1.0	5.0
Chloroform	ND	1.0	5.0	1,1,1,2-Tetrachloroethane	ND	1.0	5.0
Chloromethane	ND	1.0	5.0	1,1,2,2-Tetrachloroethane	ND	1.0	5.0
2-Chlorotoluene	ND	1.0	5.0	Tetrachloroethene	ND<7.0	1.0	5.0
4-Chlorotoluene	ND	1.0	5.0	Toluene ^(l)	ND	1.0	5.0
Dibromochloromethane	ND	1.0	5.0	1,2,3-Trichlorobenzene	ND	5.0	25
1,2-Dibromo-3-chloropropane	ND	2.0	10	1,2,4-Trichlorobenzene	ND	5.0	25
Dibromomethane	ND	1.0	5.0	1,1,1-Trichloroethane	ND	1.0	5.0
1,2-Dichlorobenzene	ND	1.0	5.0	1,1,2-Trichloroethane	ND	1.0	5.0
1,3-Dichlorobenzene	ND	1.0	5.0	Trichloroethene	ND	1.0	5.0
1,4-Dichlorobenzene	ND	1.0	5.0	Trichlorofluoromethane	ND	1.0	5.0
Dichlorodifluoromethane	ND	1.0	5.0	1,2,3-Trichloropropane	ND	1.0	5.0
1,1-Dichloroethane	ND	1.0	5.0	1,2,4-Trimethylbenzene	ND	1.0	5.0
1,2-Dichloroethane	ND	1.0	5.0	1,3,5-Trimethylbenzene	ND	1.0	5.0
1,1-Dichloroethene	ND	1.0	5.0	Vinyl Acetate ^(m)	ND	5.0	25
cis-1,2-Dichloroethene	ND	1.0	5.0	Vinyl Chloride ⁽ⁿ⁾	ND	1.0	5.0
trans-1,2-Dichloroethene	ND	1.0	5.0	Xylenes, total ^(o)	ND	1.0	5.0
1,2-Dichloropropane	ND	1.0	5.0	Comments:			
1,3-Dichloropropane	ND	1.0	5.0	Surrogate Recoveries (%)			
2,2-Dichloropropane	ND	1.0	5.0	Dibromofluoromethane		118	
1,1-Dichloropropene	ND	1.0	5.0	Toluene-d8		107	
cis-1,3-Dichloropropene	ND	1.0	5.0	4-Bromofluorobenzene		110	

* water and vapor samples are reported in ug/L, soil and sludge samples in ug/kg, wipes in ug/wipe and all TCLP / SPL extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) 2-propanone or dimethyl ketone; (c) (2-chloroethoxy) ethene; (d) 2-hexanone; (e) dichloromethane; (f) 2-butanone; (g) 4-methyl-2-pentanone or isopropylacetone; (h) lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol. % sediment; (j) sample diluted due to high organic content; (k) ethenylbenzene; (l) methylbenzene; (m) acetic acid ethenyl ester; (n) chloroethene; (o) dimethylbenzenes.

DHS Certification No. 1644

JH Edward Hamilton, Lab Director



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 07/02/00
		Date Analyzed: 07/02/00

Volatile Organics By GC/MS

EPA method 8260

Lab ID	41875
Client ID	EB-10
Matrix	W

Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acetone ^(b)	ND	5.0	25	trans-1,3-Dichloropropene	ND	1.0	5.0
Benzene	ND	1.0	5.0	Ethylene dibromide	ND	1.0	5.0
Bromobenzene	ND	1.0	5.0	Ethylbenzene	ND	1.0	5.0
Bromochloromethane	ND	1.0	5.0	Hexachlorobutadiene	ND	5.0	25
Bromodichloromethane	ND	1.0	5.0	Iodomethane	ND	1.0	5.0
Bromoform	ND	1.0	5.0	Isopropylbenzene	ND	1.0	5.0
Bromomethane	ND	1.0	5.0	p-Isopropyl toluene	ND	1.0	5.0
n-Butyl benzene	ND	1.0	5.0	Methyl butyl ketone ^(d)	ND	1.0	5.0
sec-Butyl benzene	ND	1.0	5.0	Methylene Chloride ^(e)	ND	1.0	5.0
tert-Butyl benzene	ND	1.0	5.0	Methyl ethyl ketone ^(f)	ND	2.0	10
Carbon Disulfide	ND	1.0	5.0	Methyl isobutyl ketone ^(g)	ND	1.0	5.0
Carbon Tetrachloride	ND	1.0	5.0	Methyl tert-Butyl Ether (MTBE)	—	1.0	5.0
Chlorobenzene	ND	1.0	5.0	Naphthalene	ND	5.0	5.0
Chloroethane	ND	1.0	5.0	n-Propyl benzene	ND	1.0	5.0
2-Chloroethyl Vinyl Ether ^(h)	ND	1.0	5.0	Styrene ⁽ⁱ⁾	ND	1.0	5.0
Chloroform	ND	1.0	5.0	1,1,1,2-Tetrachloroethane	ND	1.0	5.0
Chloromethane	ND	1.0	5.0	1,1,2,2-Tetrachloroethane	ND	1.0	5.0
2-Chlorotoluene	ND	1.0	5.0	Tetrachloroethene	ND	1.0	5.0
4-Chlorotoluene	ND	1.0	5.0	Toluene ^(j)	ND	1.0	5.0
Dibromochloromethane	ND	1.0	5.0	1,2,3-Trichlorobenzene	ND	5.0	25
1,2-Dibromo-3-chloropropane	ND	2.0	10	1,2,4-Trichlorobenzene	ND	5.0	25
Dibromomethane	ND	1.0	5.0	1,1,1-Trichloroethane	ND	1.0	5.0
1,2-Dichlorobenzene	ND	1.0	5.0	1,1,2-Trichloroethane	ND	1.0	5.0
1,3-Dichlorobenzene	ND	1.0	5.0	Trichloroethene	ND	1.0	5.0
1,4-Dichlorobenzene	ND	1.0	5.0	Trichlorofluoromethane	ND	1.0	5.0
Dichlorodifluoromethane	ND	1.0	5.0	1,2,3-Trichloropropane	ND	1.0	5.0
1,1-Dichloroethane	ND	1.0	5.0	1,2,4-Trimethylbenzene	ND	1.0	5.0
1,2-Dichloroethane	ND	1.0	5.0	1,3,5-Trimethylbenzene	ND	1.0	5.0
1,1-Dichloroethene	ND	1.0	5.0	Vinyl Acetate ^(k)	ND	5.0	25
cis-1,2-Dichloroethene	ND	1.0	5.0	Vinyl Chloride ^(l)	ND	1.0	5.0
trans-1,2-Dichloroethene	ND	1.0	5.0	Xylenes, total ^(m)	ND	1.0	5.0
1,2-Dichloropropane	ND	1.0	5.0	Comments: i			
1,3-Dichloropropane	ND	1.0	5.0	Surrogate Recoveries (%)			
2,2-Dichloropropane	ND	1.0	5.0	Dibromofluoromethane		98	
1,1-Dichloropropane	ND	1.0	5.0	Toluene-d8		96	
cis-1,3-Dichloropropene	ND	1.0	5.0	4-Bromofluorobenzene		93	

*water and vapor samples are reported in ug/L, soil and sludge samples in ug/kg, wipes in ug/wipe and all TCLP / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

(b) 2-propanone or dimethyl ketone; (c) (2-chloroethoxy) ethene; (d) 2-hexanone; (e) dichloromethane; (f) 2-butanone; (g) 4-methyl-2-pentanone or isopropylacetone; (h) lighter than water immiscible sheen is present; (i) liquid sample that contains greater than ~5 vol% sediment; (j) sample diluted due to high organic content; (k) ethenylbenzene; (l) methylbenzene; (m) acetic acid ethenyl ester; (n) chloroethene; (o) dimethylbenzenes.

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	Client P.O:	Date Extracted: 07/5/00
		Date Analyzed: 07/05-07/12/00

Semi-Volatile Organics By GC/MS

EPA method 625 and 3510 or 8270 and 3550

Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acenaphthene	ND	10	0.33	Di-n-octyl Phthalate	ND	10	0.33
Acenaphthylene	ND	10	0.33	1,2-Diphenylhydrazine	ND	10	0.33
Anthracene	ND	10	0.33	Fluoranthene	ND	10	0.33
Benzdine	ND	50	1.6	Fluorene	ND	10	0.33
Benzoic Acid	ND	50	1.6	Hexachlorobenzene	ND	10	0.33
Benzo(a)anthracene	ND	10	0.33	Hexachlorobutadiene	ND	10	0.33
Benzo(b)fluoranthene	ND	10	0.33	Hexachlorocyclopentadiene	ND	50	1.6
Benzo(k)fluoranthene	ND	10	0.33	Hexachloroethane	ND	10	0.33
Benzo(g,h,i)perylene	ND	10	0.33	Indeno(1,2,3-cd)pyrene	ND	10	0.33
Benzo(a)pyrene	ND	10	0.33	Isophorone	ND	10	0.33
Benzyl Alcohol	ND	20	0.66	2-Methylnaphthalene	ND	10	0.33
Bis(2-chloroethoxy)methane	ND	10	0.33	2-Methylphenol (o-Cresol)	ND	10	0.33
Bis(2-chloroethyl) Ether	ND	10	0.33	4-Methylphenol (p-Cresol)	ND	10	0.33
Bis(2-chloroisopropyl)Ether	ND	10	0.33	Naphthalene	ND	10	0.33
Bis(2-ethylhexyl) Phthalate	ND	10	0.33	2-Nitroaniline	ND	50	1.6
4-Bromophenyl Phenyl Ether	ND	10	0.33	3-Nitroaniline	ND	50	1.6
Butylbenzyl Phthalate	ND	10	0.33	4-Nitroaniline	ND	50	1.6
4-Chloroaniline	ND	20	0.66	2-Nitrophenol	ND	50	1.6
4-Chloro-3-methylpheno ^l	ND	10	0.33	4-Nitrophenol	ND	50	1.6
2-Chloronaphthalene	ND	10	0.33	Nitrobenzene	ND	10	0.33
2-Chlorophenol	ND	10	0.33	N-Nitrosodimethylamine	ND	10	0.33
4-Chlorophenyl Phenyl Ether	ND	10	0.33	N-Nitrosodiphenylamine	ND	10	0.33
Chrysene	ND	10	0.33	N-Nitrosodi-n-propylamine	ND	10	0.33
Dibenzo(a,h)anthracene	ND	10	0.33	Pentachlorophenol	ND	10	0.33
Dibenzofuran	ND	10	0.33	Phenanthrene	ND	10	0.33
Di-n-butyl Phthalate	ND	10	0.33	Phenol	ND	10	0.33
1,2-Dichlorobenzene	ND	10	0.33	Pyrene	ND	10	0.33
1,3-Dichlorobenzene	ND	10	0.33	1,2,4-Trichlorobenzene	ND	10	0.33
1,4-Dichlorobenzene	ND	10	0.33	2,4,5-Trichlorophenol	ND	10	0.33
3,3-Dichlorobenzidine	ND	20	0.66	2,4,6-Trichlorophenol	ND	10	0.33
2,4-Dichlorophenol	ND	10	0.33	Comments:			
Diethyl Phthalate	ND	10	0.33	Surrogate Recoveries (%)			
2,4-Dimethylphenol	ND	10	0.33	2-Fluorophenol		87	
Dimethyl Phthalate	ND	10	0.33	Phenol-d5		95	
4,6-Dinitro-2-methylphenol	ND	50	1.6	Nitrobenzene-d5		100	
2,4-Dinitrophenol	ND	50	1.6	2-Fluorobiphenyl		105	
2,4-Dinitrotoluene	ND	10	0.33	2,4,6-Tribromophenol		83	
2,6-Dinitrotoluene	ND	10	0.33	p-Terphenyl-d14		92	

*water samples are reported in ug/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / STLC / SPL extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis.

* surrogate diluted out of range

h) lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment; j) sample diluted due to high organic content



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	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Analyzed: 07/05-07/12/00
		Date Extracted: 07/5/00

Semi-Volatile Organics By GC/MS

EPA method 625 and 3510 or 8270 and 3550

Lab ID		41851					
Client ID		EB-6-3.0					
Matrix		S					
Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acenaphthene	ND<65	10	0.33	Di-n-octyl Phthalate	ND<65	10	0.33
Acenaphthylene	ND<65	10	0.33	1,2-Diphenylhydrazine	ND<65	10	0.33
Anthracene	ND<65	10	0.33	Fluoranthene	ND<65	10	0.33
Benzidine	ND<330	50	1.6	Fluorene	ND<65	10	0.33
Benzoic Acid	ND<330	50	1.6	Hexachlorobenzene	ND<65	10	0.33
Benzo(a)anthracene	ND<65	10	0.33	Hexachlorobutadiene	ND<65	10	0.33
Benzo(b)fluoranthene	ND<65	10	0.33	Hexachlorocyclopentadiene	ND<330	50	1.6
Benzo(k)fluoranthene	ND<65	10	0.33	Hexachloroethane	ND<65	10	0.33
Benzo(g,h,i)perylene	ND<65	10	0.33	Indeno(1,2,3-cd)pyrene	ND<65	10	0.33
Benzo(a)pyrene	ND<65	10	0.33	Isophorone	ND<65	10	0.33
Benzyl Alcohol	ND<130	20	0.66	2-Methylnaphthalene	ND<65	10	0.33
Bis(2-chloroethoxy)methane	ND<65	10	0.33	2-Methylphenol (o-Cresol)	ND<65	10	0.33
Bis(2-chloroethyl) Ether	ND<65	10	0.33	4-Methylphenol (p-Cresol)	ND<65	10	0.33
Bis(2-chloroisopropyl)Ether	ND<65	10	0.33	Naphthalene	ND<65	10	0.33
Bis(2-ethylhexyl) Phthalate	ND<65	10	0.33	2-Nitroaniline	ND<330	50	1.6
4-Bromophenyl Phenyl Ether	ND<65	10	0.33	3-Nitroaniline	ND<330	50	1.6
Butylbenzyl Phthalate	ND<65	10	0.33	4-Nitroaniline	ND<330	50	1.6
4-Chloroaniline	ND<130	20	0.66	2-Nitrophenol	ND<330	50	1.6
4-Chloro-3-methylpheno ^l	ND<65	10	0.33	4-Nitrophenol	ND<330	50	1.6
2-Chloronaphthalene	ND<65	10	0.33	Nitrobenzene	ND<65	10	0.33
2-Chlorophenol	ND<65	10	0.33	N-Nitrosodimethylamine	ND<65	10	0.33
4-Chlorophenyl Phenyl Ether	ND<65	10	0.33	N-Nitrosodiphenylamine	ND<65	10	0.33
Chrysene	ND<65	10	0.33	N-Nitrosodi-n-propylamine	ND<65	10	0.33
Dibenzo(a,h)anthracene	ND<65	10	0.33	Pentachlorophenol	ND<65	10	0.33
Dibenzofuran	ND<65	10	0.33	Phenanthrene	ND<65	10	0.33
Di-n-butyl Phthalate	ND<65	10	0.33	Phenol	ND<65	10	0.33
1,2-Dichlorobenzene	ND<65	10	0.33	Pyrene	ND<65	10	0.33
1,3-Dichlorobenzene	ND<65	10	0.33	1,2,4-Trichlorobenzene	ND<65	10	0.33
1,4-Dichlorobenzene	ND<65	10	0.33	2,4,5-Trichlorophenol	ND<65	10	0.33
3,3-Dichlorobenzidine	ND<130	20	0.66	2,4,6-Trichlorophenol	ND<65	10	0.33
2,4-Dichlorophenol	ND<65	10	0.33	Comments: j			
Diethyl Phthalate	ND<65	10	0.33	Surrogate Recoveries (%)			
2,4-Dimethylphenol	ND<65	10	0.33	2-Fluorophenol			
Dimethyl Phthalate	ND<65	10	0.33	Phenol-d5			
4,6-Dinitro-2-methylphenol	ND<<330	50	1.6	Nitrobenzene-d5			
2,4-Dinitrophenol	ND<330	50	1.6	2-Fluorobiphenyl			
2,4-Dinitrotoluene	ND<65	10	0.33	2,4,6-Tribromophenol			
2,6-Dinitrotoluene	ND<65	10	0.33	p-Terphenyl-d14			

*water samples are reported in ug/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / STLC / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis.

* surrogate diluted out of range

h) lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment; j) sample diluted due to high organic content



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	Client P.O:	Date Extracted: 07/5/00
		Date Analyzed: 07/05-07/12/00

Semi-Volatile Organics By GC/MS

EPA method 625 and 3510 or 8270 and 3550

Lab ID		41871					
Client ID		EB-10-8.0					
Matrix		S					
Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acenaphthene	ND<1.6	10	0.33	Di-n-octyl Phthalate	ND<1.6	10	0.33
Acenaphthylene	ND<1.6	10	0.33	1,2-Diphenylhydrazine	ND<1.6	10	0.33
Anthracene	ND<1.6	10	0.33	Fluoranthene	ND<1.6	10	0.33
Benzidine	ND<8.0	50	1.6	Fluorene	ND<1.6	10	0.33
Benzoic Acid	ND<8.0	50	1.6	Hexachlorobenzene	ND<1.6	10	0.33
Benzo(a)anthracene	ND<1.6	10	0.33	Hexachlorobutadiene	ND<1.6	10	0.33
Benzo(b)fluoranthene	ND<1.6	10	0.33	Hexachlorocyclopentadiene	ND<8.0	50	1.6
Benzo(k)fluoranthene	ND<1.6	10	0.33	Hexachloroethane	ND<1.6	10	0.33
Benzo(g,h,i)perylene	ND<1.6	10	0.33	Indeno(1,2,3-cd)pyrene	ND<1.6	10	0.33
Benzo(a)pyrene	ND<1.6	10	0.33	Isophorone	ND<1.6	10	0.33
Benzyl Alcohol	ND<3.2	20	0.66	2-Methylnaphthalene	ND<1.6	10	0.33
Bis(2-chloroethoxy)methane	ND<1.6	10	0.33	2-Methylphenol (o-Cresol)	ND<1.6	10	0.33
Bis(2-chloroethyl) Ether	ND<1.6	10	0.33	4-Methylphenol (p-Cresol)	ND<1.6	10	0.33
Bis(2-chloroisopropyl)Ether	ND<1.6	10	0.33	Naphthalene	ND<1.6	10	0.33
Bis(2-ethylhexyl) Phthalate	ND<1.6	10	0.33	2-Nitroaniline	ND<8.0	50	1.6
4-Bromophenyl Phenyl Ether	ND<1.6	10	0.33	3-Nitroaniline	ND<8.0	50	1.6
Butylbenzyl Phthalate	ND<1.6	10	0.33	4-Nitroaniline	ND<8.0	50	1.6
4-Chloroaniline	ND<3.2	20	0.66	2-Nitrophenol	ND<8.0	50	1.6
4-Chloro-3-methylpheno ^l	ND<1.6	10	0.33	4-Nitrophenol	ND<8.0	50	1.6
2-Chloronaphthalene	ND<1.6	10	0.33	Nitrobenzene	ND<1.6	10	0.33
2-Chlorophenol	ND<1.6	10	0.33	N-Nitrosodimethylamine	ND<1.6	10	0.33
4-Chlorophenyl Phenyl Ether	ND<1.6	10	0.33	N-Nitrosodiphenylamine	ND<1.6	10	0.33
Chrysene	ND<1.6	10	0.33	N-Nitrosodi-n-propylamine	ND<1.6	10	0.33
Dibenzo(a,h)anthracene	ND<1.6	10	0.33	Pentachlorophenol	ND<1.6	10	0.33
Dibenzofuran	ND<1.6	10	0.33	Phenanthrene	ND<1.6	10	0.33
Di-n-butyl Phthalate	ND<1.6	10	0.33	Phenol	ND<1.6	10	0.33
1,2-Dichlorobenzene	ND<1.6	10	0.33	Pyrene	ND<1.6	10	0.33
1,3-Dichlorobenzene	ND<1.6	10	0.33	1,2,4-Trichlorobenzene	ND<1.6	10	0.33
1,4-Dichlorobenzene	ND<1.6	10	0.33	2,4,5-Trichlorophenol	ND<1.6	10	0.33
3,3-Dichlorobenzidine	ND<3.2	20	0.66	2,4,6-Trichlorophenol	ND<1.6	10	0.33
2,4-Dichlorophenol	ND<1.6	10	0.33	Comments: j			
Diethyl Phthalate	ND<1.6	10	0.33	Surrogate Recoveries (%)			
2,4-Dimethylphenol	ND<1.6	10	0.33	2-Fluorophenol	117		
Dimethyl Phthalate	ND<1.6	10	0.33	Phenol-d5	86		
4,6-Dinitro-2-methylphenol	ND<8.0	50	1.6	Nitrobenzene-d5	120		
2,4-Dinitrophenol	ND<8.0	50	1.6	2-Fluorobiphenyl	112		
2,4-Dinitrotoluene	ND<1.6	10	0.33	2,4,6-Tribromophenol	118		
2,6-Dinitrotoluene	ND<1.6	10	0.33	p-Terphenyl-d14	97		

*water samples are reported in ug/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / STLC / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis.

[#] surrogate diluted out of range

b) lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment; j) sample diluted due to high organic content



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		Date Analyzed: 07/05-07/12/00

Semi-Volatile Organics By GC/MS

EPA method 625 and 3510 or 8270 and 3550

Lab ID	41874
Client ID	EB-6
Matrix	S

Compound	Concentration*	Reporting Limit		Compound	Concentration*	Reporting Limit	
		W	S			W	S
Acenaphthene	ND<20	10	0.33	Di-n-octyl Phthalate	ND<20	10	0.33
Acenaphthylene	ND<20	10	0.33	1,2-Diphenylhydrazine	ND<20	10	0.33
Anthracene	ND<20	10	0.33	Fluoranthene	ND<20	10	0.33
Benzidine	ND<100	50	1.6	Fluorene	ND<20	10	0.33
Benzoic Acid	ND<100	50	1.6	Hexachlorobenzene	ND<20	10	0.33
Benzo(a)anthracene	ND<20	10	0.33	Hexachlorobutadiene	ND<20	10	0.33
Benzo(b)fluoranthene	ND<20	10	0.33	Hexachlorocyclopentadiene	ND<100	50	1.6
Benzo(k)fluoranthene	ND<20	10	0.33	Hexachloroethane	ND<20	10	0.33
Benzo(g,h,i)perylene	ND<20	10	0.33	Indeno(1,2,3-cd)pyrene	ND<20	10	0.33
Benzo(a)pyrene	ND<20	10	0.33	Isophorone	ND<20	10	0.33
Benzyl Alcohol	ND<40	20	0.66	2-Methylnaphthalene	ND<20	10	0.33
Bis(2-chloroethoxy)methane	ND<20	10	0.33	2-Methylphenol (o-Cresol)	ND<20	10	0.33
Bis(2-chloroethyl) Ether	ND<20	10	0.33	4-Methylphenol (p-Cresol)	ND<20	10	0.33
Bis(2-chloroisopropyl)Ether	ND<20	10	0.33	Naphthalene	ND<20	10	0.33
Bis(2-ethylhexyl) Phthalate	ND<20	10	0.33	2-Nitroaniline	ND<100	50	1.6
4-Bromophenyl Phenyl Ether	ND<20	10	0.33	3-Nitroaniline	ND<100	50	1.6
Butylbenzyl Phthalate	ND<20	10	0.33	4-Nitroaniline	ND<100	50	1.6
4-Chloroaniline	ND<40	20	0.66	2-Nitrophenol	ND<100	50	1.6
4-Chloro-3-methylpheno ^l	ND<20	10	0.33	4-Nitrophenol	ND<100	50	1.6
2-Chloronaphthalene	ND<20	10	0.33	Nitrobenzene	ND<20	10	0.33
2-Chlorophenol	ND<20	10	0.33	N-Nitrosodimethylamine	ND<20	10	0.33
4-Chlorophenyl Phenyl Ether	ND<20	10	0.33	N-Nitrosodiphenylamine	ND<20	10	0.33
Chrysene	ND<20	10	0.33	N-Nitrosodi-n-propylamine	ND<20	10	0.33
Dibenzo(a,h)anthracene	ND<20	10	0.33	Pentachlorophenol	ND<20	10	0.33
Dibenzofuran	ND<20	10	0.33	Phenanthrene	ND<20	10	0.33
Di-n-butyl Phthalate	ND<20	10	0.33	Phenol	ND<20	10	0.33
1,2-Dichlorobenzene	ND<20	10	0.33	Pyrene	ND<20	10	0.33
1,3-Dichlorobenzene	ND<20	10	0.33	1,2,4-Trichlorobenzene	ND<20	10	0.33
1,4-Dichlorobenzene	ND<20	10	0.33	2,4,5-Trichlorophenol	ND<20	10	0.33
3,3-Dichlorobenzidine	ND<40	20	0.66	2,4,6-Trichlorophenol	ND<20	10	0.33
2,4-Dichlorophenol	ND<20	10	0.33	Comments: j			
Diethyl Phthalate	ND<20	10	0.33	Surrogate Recoveries (%)			
2,4-Dimethylphenol	ND<20	10	0.33	2-Fluorophenol		42	
Dimethyl Phthalate	ND<20	10	0.33	Phenol-d5		45	
4,6-Dinitro-2-methylphenol	ND<100	50	1.6	Nitrobenzene-d5		46	
2,4-Dinitrophenol	ND<100	50	1.6	2-Fluorobiphenyl		43	
2,4-Dinitrotoluene	ND<20	10	0.33	2,4,6-Tribromophenol		49	
2,6-Dinitrotoluene	ND<20	10	0.33	p-Terphenyl-d14		38	

*water samples are reported in ug/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / STLC / SPLP extracts in ug/L

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis.

^l surrogate diluted out of range

h) lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment; j) sample diluted due to high organic content



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
		Date Received: 06/30/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 06/30/00
	Client P.O:	Date Analyzed: 06/30-07/03/00

LUFT Metals*

EPA analytical methods 6010/200.7, 239.2*

Lab ID	Client ID	Matrix	Extraction ^o	Cadmium	Chromium	Lead	Nickel	Zinc	% Recovery Surrogate
41839	EB-4-2.0	S	TTLIC	ND	45	13	43	35	109
41842	EB-4-6.0	S	TTLIC	ND	66	120	110	200	109
41845	EB-5-4.0	S	TTLIC	ND	43	57	39	53	116
41849	EB-5-20.0	S	TTLIC	ND	25	ND	17	22	110
41850	EB-6-1.0	S	TTLIC	ND	21	190	16	110	109
41853	EB-6-12.0	S	TTLIC	ND	32	1400	23	91	111
41858	EB-7-6.0	S	TTLIC	ND	59	21	40	40	112
41862	EB-9-3.0	S	TTLIC	0.56	35	190	65	260	112
41869	EB-10-4.0	S	TTLIC	ND	24	3000	20	3700	110
41872	EB-10-12.0	S	TTLIC	ND	28	4400	60	730	98
41875	EB-10	W	Dissolved	ND	ND	ND	ND	0.55	NA
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	S	TTLIC	0.5 mg/kg	0.5	3.0	2.0	1.0		
	W	TTLIC/Dissolved	0.005 mg/L	0.02	0.005	0.05	0.05		
	---	STLC, TCLP	0.01 mg/L	0.05	0.2	0.05	0.05		

* water samples are reported in mg/L, soil and sludge samples in mg/kg, wipes in ug/wipe and all TCLP / STLC / SPL extracts in mg/L

^o Lead is analysed using EPA method 6010 (ICP) for soils, STLC & TCLP extracts and method 239.2 (AA Furnace) for water samples

^o EPA extraction methods 1311(TCLP), 3010/3020(water, TTLIC), 3040(organic matrices, TTLIC), 3050(solids, TTLIC); STLC - CA Title 22

^o DISTLC extractions are performed using STLC methodology except that deionized water is substituted for citric acid buffer as the extraction fluid. DISTLC results are not applicable to STLC regulatory limits.

^o surrogate diluted out of range; N/A means surrogate not applicable to this analysis

^o reporting limit raised due to matrix interference

i) liquid sample that contains greater than ~2 vol. % sediment; this sediment is extracted with the liquid, in accordance with EPA methodologies and can significantly effect reported metal concentrations.



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 TH Street	Date Sampled: 06/29/00
	Client Contact: P.Cusack/M.Rapoport	Date Received: 06/30/00
	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 06/30/00

Lead*

EPA analytical methods 6010/200.7, 239.2*

Lab ID	Client ID	Matrix	Extraction °	Lead*	% Recovery Surrogate
41840	EB-4-5.0	S	TTLIC	3600	113
41841	EB-4-4.0	S	TTLIC	1600	114
41843	EB-5-1.0	S	TTLIC	220	112
41844	EB-5-3.0	S	TTLIC	4500	113
41846	EB-5-8.0	S	TTLIC	21	110
41847	EB-5-9.0	S	TTLIC	32	106
41848	EB-5-12.0	S	TTLIC	ND	109
41851	EB-6-3.0	S	TTLIC	ND	108
41852	EB-6-8.0	S	TTLIC	110	117
41854	EB-6-16.0	S	TTLIC	110	113
41855	EB-6-20.0	S	TTLIC	100	111
41856	EB-7-1.5	S	TTLIC	47	113
41857	EB-7-4.0	S	TTLIC	26	119
41858	EB-7-6.0	S	TTLIC	21	112
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit		S	TTLIC	3.0 mg/kg	
		W	TTLIC	0.005 mg/L	
		---	STLC,TCLP	0.2 mg/L	

* soil and sludge samples are reported in mg/kg, wipe samples in ug/wipe, and water samples and all STLC / SPLP / TCLP extracts in mg/L
 †Lead is analysed using EPA method 6010 (ICP)for soils, sludges, STLC & TCLP extracts and method 239.2 (AA Furnace) for water samples

© DISTLC extractions are performed using STLC methodology except that deionized water is substituted for citric acid buffer as the extraction fluid. DISTLC results are not applicable to STLC regulatory limits.

° EPA extraction methods 1311(TCLP), 3010/3020(water,TTLIC), 3040(organic matrices,TTLIC), 3050(solids,TTLIC); STLC - CA Title 22

* surrogate diluted out of range; N/A means surrogate not applicable to this analysis

* reporting limit raised due matrix interference

i) liquid sample that contains greater than ~2 vol. % sediment; this sediment is extracted with the liquid, in accordance with EPA methodologies and can significantly effect reported metal concentrations.



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	Client P.O:	Date Extracted: 06/30/00
		Date Analyzed: 06/30/00

Lead*

EPA analytical methods 6010/200.7, 239.2*

Lab ID	Client ID	Matrix	Extraction °	Lead*	% Recovery Surrogate
41859	EB-7-8.0	S	TTLC	800	105
41860	EB-7-16.0	S	TTLC	28	111
41861	EB-7-20.0	S	TTLC	19	115
41863	EB-9-4.0	S	TTLC	140	116
41864	EB-9-5.0	S	TTLC	360	109
41865	EB-9-6.0	S	TTLC	190	109
41866	EB-9-7.5	S	TTLC	17	110
41867	EB-10-1.0	S	TTLC	9.4	113
41868	EB-10-3.0	S	TTLC	370	107
41870	EB-10-7.0	S	TTLC	250	110
41871	EB-10-8.0	S	TTLC	260	110
41873	EB-10-20.0	S	TTLC	720	103
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	S	TTLC		3.0 mg/kg	
	W	TTLC		0.005 mg/L	
	—	STLC,TCLP		0.2 mg/L	

* soil and sludge samples are reported in mg/kg, wipe samples in ug/wipe, and water samples and all STLC / SPLP / TCLP extracts in mg/L
 °Lead is analysed using EPA method 6010 (ICP)for soils, sludges, STLC & TCLP extracts and method 239.2 (AA Furnace) for water samples

@ DISTLC extractions are performed using STLC methodology except that deionized water is substituted for citric acid buffer as the extraction fluid. DISTLC results are not applicable to STLC regulatory limits.

° EPA extraction methods 1311(TCLP), 3010/3020(water,TTLC), 3040(organic matrices,TTLC), 3050(solids,TTLC); STLC - CA Title 22

surrogate diluted out of range; N/A means surrogate not applicable to this analysis

* reporting limit raised due matrix interference

i) liquid sample that contains greater than ~2 vol. % sediment; this sediment is extracted with the liquid, in accordance with EPA methodologies and can significantly effect reported metal concentrations.



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QC REPORT

Date: 06/30/00-07/01/00 Matrix: Water

Extraction: N/A

Compound	Concentration: ug/L			%Recovery		RPD
	Sample	MS	MSD	Amount Spiked	MS	

SampleID: 40793

Instrument: GC-3

Surrogate1	0.000	103.0	98.0	100.00	103	98	5.0
Xylenes	0.000	309.0	282.0	300.00	103	94	9.1
Ethyl Benzene	0.000	105.0	95.0	100.00	105	95	10.0
Toluene	0.000	108.0	98.0	100.00	108	98	9.7
Benzene	0.000	111.0	100.0	100.00	111	100	10.4
MTBE	0.000	112.0	98.0	100.00	112	98	13.3
GAS	0.000	832.3	835.9	1000.00	83	84	0.4

SampleID: 63000

Instrument: MB-1

Oil & Grease	0.000	19.5	19.3	20.00	98	97	1.0
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SampleID: 63000

Instrument: GC-2 A

Surrogate1	0.000	101.0	100.0	100.00	101	100	1.0
TPH (diesel)	0.000	289.0	279.0	300.00	96	93	3.5

SampleID: 63000

Instrument: IR-1

TRPH	0.000	26.6	27.2	23.70	112	115	2.2
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$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$



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QC REPORT

Date: 07/04/00-07/05/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: mg/kg				%Recovery		RPD
	Sample	MS	MSD	Amount Spiked	MS	MSD	

SampleID: 28789

Instrument: GC-7

Surrogate1	0.000	96.0	95.0	100.00	96	95	1.0
Xylenes	0.000	304.0	281.0	300.00	101	94	7.9
Ethyl Benzene	0.000	99.0	91.0	100.00	99	91	8.4
Toluene	0.000	98.0	90.0	100.00	98	90	8.5
Benzene	0.000	97.0	89.0	100.00	97	89	8.6
MTBE	0.000	100.0	94.0	100.00	100	94	6.2
GAS	0.000	1037.9	972.7	1000.00	104	97	6.5

SampleID: 33314

Instrument: GC-2 A

Surrogate1	0.000	94.0	97.0	100.00	94	97	3.1
TPH (diesel)	0.000	244.0	271.0	300.00	81	90	10.5

SampleID: 33314

Instrument: IR-1

TRPH	0.000	24.2	24.8	20.80	116	119	2.4
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$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$

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QC REPORT

EPA 8010/8020/EDB

Date: 07/01/00-07/02/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: ug/kg			%Recovery		RPD
	Sample	MS	MSD	Amount Spiked	MS	

SampleID: 33314

Instrument: GC-1

Surrogate1	0.000	116.0	113.0	100.00	116	113	2.6
Chlorobenzene	0.000	96.0	98.0	100.00	96	98	2.1
Trichloroethane	0.000	103.0	106.0	100.00	103	106	2.9
1,1-DCE	0.000	118.0	121.0	100.00	118	121	2.5

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \times 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)}$$



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QC REPORT

VOCs (EPA 8240/8260)

Date: 07/01/00-07/02/00 Matrix: Water

Extraction: N/A

Compound	Concentration: ug/L			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 72000

Instrument: GC-10

Surrogate	0.000	87.0	86.0	100.00	87	86	1.2
Toluene	0.000	98.0	99.0	100.00	98	99	1.0
Benzene	0.000	97.0	99.0	100.00	97	99	2.0
Chlorobenzene	0.000	97.0	98.0	100.00	97	98	1.0
Trichloroethane	0.000	89.0	87.0	100.00	89	87	2.3
1,1-Dichloroethene	0.000	86.0	85.0	100.00	86	85	1.2
Surrogate	0.000	105.0	103.0	100.00	105	103	1.9
tert-Amyl Methyl Ether	0.000	97.0	97.0	100.00	97	97	0.0
Methyl tert-Butyl Ether	0.000	111.0	112.0	100.00	111	112	0.9
Ethyl tert-Butyl Ether	0.000	128.0	126.0	100.00	128	126	1.6
Di-isopropyl Ether	0.000	125.0	123.0	100.00	125	123	1.6

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$



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QC REPORT

VOCs (EPA 8240/8260)

Date: 07/01/00-07/02/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: ug/kg			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 70700

Instrument: GC-10

Surrogate	0.000	88.0	106.0	100.00	88	106	18.6
Toluene	0.000	125.0	120.0	100.00	125	120	4.1
Benzene	0.000	117.0	115.0	100.00	117	115	1.7
Chlorobenzene	0.000	113.0	111.0	100.00	113	111	1.8
Trichloroethane	0.000	106.0	104.0	100.00	106	104	1.9
1,1-Dichloroethene	0.000	129.0	124.0	100.00	129	124	4.0

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$



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QC REPORT

SVOCs (EPA 8270/625/525)

Date: 07/05/00-07/06/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: ug/kg			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 33291

Instrument GC-8

Surrogate1	0.000	1140.0	970.0	1000.00	114	97	16.1
Pyrene	0.000	540.0	490.0	1000.00	54	49	9.7
Pentachlorophenol	0.000	510.0	490.0	1000.00	51	49	4.0
2,4-Dinitrotoluene	0.000	540.0	500.0	1000.00	54	50	7.7
Acenaphthene	0.000	670.0	590.0	1000.00	67	59	12.7
4-Nitrophenol	0.000	560.0	520.0	1000.00	56	52	7.4
4-Chloro-3-methylphenol	0.000	480.0	440.0	1000.00	48	44	8.7
1,2,4-trichlorobenzene	0.000	610.0	560.0	1000.00	61	56	8.5
N-nitroso-di-n-propyl	0.000	790.0	720.0	1000.00	79	72	9.3
1,4-Dichlorobenzene	0.000	650.0	600.0	1000.00	65	60	8.0
2-Chlorophenol	0.000	490.0	450.0	1000.00	49	45	8.5
Phenol	0.000	540.0	490.0	1000.00	54	49	9.7

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$

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QC REPORT

LUFT

Date: 06/30/00 Matrix: Water

Extraction: Dissolved

Compound	Concentration: mg/L			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 63000

Instrument: ICP-1

Surrogate1	0.000	105.3	105.8	100.00	105	106	0.5
Copper	0.000	4.8	4.8	5.00	97	96	1.1
Zinc	0.000	4.9	5.1	5.00	98	101	3.7
Lead	0.000	5.0	5.1	5.00	101	101	0.0
Nickel	0.000	5.2	5.2	5.00	104	105	1.0
Chromium	0.000	4.7	4.7	5.00	94	94	0.5
Cadmium	0.000	5.0	4.9	5.00	99	97	2.1

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{2.100} = 381$$



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QC REPORT

LUFT

Date: 06/29/00-06/30/00 Matrix: Soil

Extraction: TTLC

Compound	Concentration: mg/kg			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 62900

Instrument: ICP-1

Surrogate1	0.000	94.8	89.9	100.00	95	90	5.2
Copper	0.000	4.4	4.1	5.00	88	82	6.5
Zinc	0.000	4.3	4.2	5.00	87	83	4.1
Lead	0.000	4.6	4.2	5.00	91	84	7.8
Nickel	0.000	4.3	4.3	5.00	86	85	1.6
Chromium	0.000	4.5	4.3	5.00	91	85	6.2
Cadmium	0.000	4.9	4.5	5.00	97	90	8.0

$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{2 \cdot 100}$$

(MS-Sample)

Amount Spiked

(MS-MSD)

2:100

Site Name: 635 8TH STREET
 Job Number: 2838.04
 Project Manager/Contact: P. CUSACK / M. RAPOPORT
 Samplers: M. RAPOPORT
 Recorder (Signature Required): [Signature]

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 Ph: 415.955.9040/Fax 415.955.9041

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 Orinda, CA 94563
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Field Sample Identification No.	Date	Time	Lab Sample No.	Main & Preservative							Analysis Requested										Hold					
				Soil	Water	Other	HCL	H ₂ SO ₄	HNO ₃	Ice	Other	TPHg 8015 (mod)	TPHd 8015 (mod)	TPHm 8015 (mod)	BTEX EPA 8020	VOCs EPA 8260	SVOCs EPA 8270	PAHs EPA 8310	CAM 17 Metals	TRPA		BTAL-LEAD	LUFT 5 METALS	BOID	Silica gel clean-up	
EB-4-2.0	6/29/00	1425		X																						41839
EB-4-3.0	6/29/00	1430		X																						41840
EB-4-4.0	6/29/00	1438		X																						41841
EB-4-6.0	6/29/00	1440		X																						41842
EB-5-1.0	6/29/00	1652		X																						41843
EB-5-3.0	6/29/00	1659		X																						41844
EB-5-4.0	6/29/00	1709		X																						41845
EB-5-8.0	6/29/00	1714		X																						41846
EB-5-9.0	6/29/00	1722		X																						41847
EB-5-12.0	6/29/00	1735		X																						41848
EB-5-20.0	6/29/00	1745		X																						41849

Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30/00</u>	Time <u>14:15</u>	Received by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>14:15</u>
Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>	Received by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>
Relinquished by: (Signature)	Date	Time	Received by Lab: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>
Sent to Laboratory (Name): <u>McCampbell</u>			Method of Shipment <input checked="" type="checkbox"/> Lab courier <input type="checkbox"/> Fed Ex <input type="checkbox"/> Airborne <input type="checkbox"/> UPS		
Laboratory Comments/Notes:			<input type="checkbox"/> Hand Carried <input type="checkbox"/> Private Courier (Co. Name)		

White Copy - Original OTHER Yellow Copy - Laboratory Pink Copy - Field

EA0 PRESERVATION APPR. DATE APPR. SIGNATURE

NO CONTAMINATION NO SPACE

NO CONTAMINATION NO SPACE

COC Number: 0.323 ORIGINALS OTHER

NO CONTAMINATION APPR. DATE APPR. SIGNATURE

NO CONTAMINATION APPR. DATE APPR. SIGNATURE

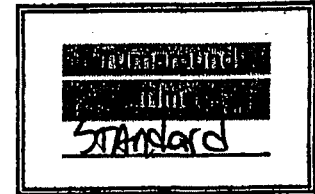
TR. MW

20888
CHAIN OF CUSTODY RECORD

555 Montgomery Street, Suite 1300
San Francisco, CA 94111
Ph: 415.955.9040/Fax 415.955.9041

2 Theatre Square, Suite 216
Orinda, CA 94563
Ph: 925.253.4980/Fax 925.253.4985

Site Name: 635 8TH STREET
Job Number: 2838.04
Project Manager/Contact: P. CUSACK/M. RAPAPORT
Samplers: M. RAPAPORT
Recorder (Signature Required): [Signature]



Field Sample Identification No.	Date	Time	Lab Sample No.	Matrix							Analysis Requested										Hold							
				Soil	Water	Other	HCL	H ₂ SO ₄	HNO ₃	Ice	Other	No. Containers & Preservative	TPHg 8015 (mod)	TPHd 8015 (mod)	TPHmo 8015 (mod)	BTEX EPA 8020	VOCs EPA 8260	SVOCs EPA 8270	PAHs EPA 8310	CAM 17 Metals		TRPH	TOTAL LEAD	LEFT 5 METALS	2010	Silica gel clean-up		
EB-6-1.0	6/29/00	1055		X																								41850
EB-6-3.0	6/29/00	1107		X																								41851
EB-6-8.0	6/29/00	1118		X																								41852
EB-6-12.0	6/29/00	1128		X																								41853
EB-6-16.0	6/29/00	1139		X																								41854
EB-6-20.0	6/29/00	1145		X																								41855
EB-7-1.5	6/29/00	0947		X																								41856
EB-7-4.0	6/29/00	0950		X																								41857
EB-7-6.0	6/29/00	0958		X																								41858
EB-7-8.0	6/29/00	1012		X																								41859
EB-7-16.0	6/29/00	1015		X																								
EB-7-20.0	6/29/00	1030		X																								

Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30/00</u>	Time <u>1415</u>	Received by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>14:15</u>
Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>	Received by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>
Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>	Received by Lab: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>

Sent to Laboratory (Name): McCampbell

Laboratory Comments/Notes:

Method of Shipment: Lab courier UPS
 Hand Carried Private Courier (Co. Name)

White Copy - Original OTHER

Yellow Copy - Laboratory

Pink Copy - Field

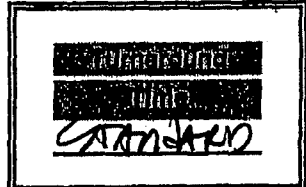
NO UUU 3240AS ORIGINALS OTM PRESERVATION

20888

555 Montgomery Street, Suite 1300
San Francisco, CA 94111
Ph: 415.955.9040/Fax 415.955.9041

2 Theatre Square, Suite 216
Orinda, CA 94563
Ph: 925.253.4980/Fax 925.253.4985

Site Name: 635 8TH STREET
Job Number: 2088-04
Project Manager/Contact: P. CUSACK / M. RAPOPORT
Samplers: M. RAPOPORT
Recorder (Signature Required): [Signature]



Field Sample Identification No.	Date	Time	Lab Sample No.	Matrix							Analysis Requested											Hold						
				Soil	Water	Other	HCL	H ₂ SO ₄	HNO ₃	Ice	Other	TPHg 8015 (mod)	TPHd 8015 (mod)	TPHmo 8015 (mod)	BTEX EPA 8020	VOCs EPA 8260	SVOCs EPA 8270	PAHs EPA 8310	CAM 17 Metals	TRPA	TOTAL LEAD		LEPT 5 METALS	BOID	Silica gel clean-up			
EB-9-3.0	6/29/00	1230		X																								41862
EB-9-4.0	6/29/00	1245		X																								41863
EB-9-5.0	6/29/00	1308		X																								41864
EB-9-6.0	6/29/00	1320		X																								41865
EB-9-7.5	6/29/00	1335		X																								41866
EB-10-1.0	6/29/00	1537		X																								41867
EB-10-3.0	6/29/00	1542		X																								41868
EB-10-4.0	6/29/00	1558		X																								41869
EB-10-7.0	6/29/00	1604		X																								41870
EB-10-8.0	6/29/00	1610		X																								41871
EB-10-12.0	6/29/00	1612		X																								41872
EB-10-20.0	6/29/00	1615		X																								41872

Relinquished by: (Signature) [Signature] Date 6/30/00 Time 4:15 Received by: (Signature) B. B. Smith Date 6/30 Time 14:15

Relinquished by: (Signature) [Signature] Date 6/30 Time 5:30 Received by: (Signature) _____ Date _____ Time _____

Relinquished by: (Signature) _____ Date _____ Time _____ Received by Lab: (Signature) [Signature] Date 6/30 Time 3:30

Sent to Laboratory (Name): McCAMPBELL Method of Shipment Lab courier Fed Ex Airborne UPS

Laboratory Comments/Notes: _____ Hand Carried Private Courier (Co. Name)

White Copy - Original OTHER Yellow Copy - Laboratory WASI O&G ME PINK Copy - Field

PREPARATION APPROPRIATE PRESERVATION APPROPRIATE

IN 000320

CHAIN OF CUSTODY RECORD

20888

555 Montgomery Street, Suite 1300
San Francisco, CA 94111
Ph: 415.955.9040/Fax 415.955.9041

2 Theatre Square, Suite 216
Orinda, CA 94563
Ph: 925.253.4980/Fax 925.253.4985

Site Name: 635 8th STREET
Job Number: 2838.04
Project Manager/Contact: P. COSEAK / M. RAPAPORT
Samplers: M. RAPAPORT
Recorder (Signature Required): [Signature]



Analysis Requested

No. Containers & Preservative

Field Sample Identification No.	Date	Time	Lab Sample No.	Matrix			No. Containers & Preservative							Analysis Requested					Hold								
				Soil	Water	Other	HCL	H ₂ SO ₄	HNO ₃	Ice	Other	TPHg 8015 (mod)	TPHd 8015 (mod)	TPHmo 8015 (mod)	BTEX EPA 8020	VOCs EPA 8260	SVOCs EPA 8270	PAHs EPA 8310		CAM 17 Metals	TRPA	TOTAL LEAD	PERMUTS METALS	ROID	Silica gel clean-up		
EB-6	6/29/00	1445		X																							41874
EB-10	6/29/00	1615		X																							41875

Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30/00</u>	Time <u>1415</u>	Received by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>14:15</u>
Relinquished by: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>	Received by: (Signature) <u>[Signature]</u>	Date	Time
Relinquished by: (Signature)	Date	Time	Received by Lab: (Signature) <u>[Signature]</u>	Date <u>6/30</u>	Time <u>3:30</u>

Sent to Laboratory (Name): McCampbell
Laboratory Comments/Notes: preserved metals container set up as dissolved @ lab

Method of Shipment Lab courier Fed Ex Airborne UPS
 Hand Carried Private Courier (Co. Name)



McCAMPBELL ANALYTICAL INC.

110 2nd Avenue South, #D7, Pacheco, CA 94553-5560
Telephone : 925-798-1620 Fax : 925-798-1622
<http://www.mccampbell.com> E-mail: mam@mccampbell.com

Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: 2838.04; 635 8 th St.	Date Sampled: 06/29/00
		Date Received: 07/05/00
	Client Contact: Micah Rapoport	Date Extracted: 07/05/00
	Client P.O:	Date Analyzed: 07/05/00

07/12/00

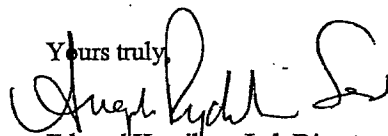
Dear Micah:

Enclosed are:

- 1). the results of 7 samples from your 2838.04; 635 8th St. project,
- 2). a QC report for the above samples
- 3). a copy of the chain of custody, and
- 4). a bill for analytical services.

All analyses were completed satisfactorily and all QC samples were found to be within our control limits. If you have any questions please contact me. McCampbell Analytical Laboratories strives for excellence in quality, service and cost. Thank you for your business and I look forward to working with you again.

Yours truly,



Edward Hamilton, Lab Director



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<http://www.mccampbell.com> E-mail: main@mccampbell.com

Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: 2838.04; 635 8 th St.	Date Sampled: 06/29/00
		Date Received: 07/05/00
	Client Contact: Micah Rapoport	Date Extracted: 07/05/00
	Client P.O:	Date Analyzed: 07/06/00

Total Recoverable Petroleum Hydrocarbons as Oil & Grease (with Silica Gel Clean-up) by Scanning IR Spectrometry*

EPA method 418.1 or 9073; Standard Methods 5520 C&F

Lab ID	Client ID	Matrix	TRPH [†]	% Recovery Surrogate
42013	B-3-2.5	S	110	—#
42014	B-3-5.0	S	40	—#
42015	B-3-7.5	S	30	—#
42016	B-3-10.0	S	12	—#
42017	B-2-5.0	S	70	—#
42018	B-2-7.5	S	20	—#
42019	B-2-10.0	S	11	—#
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	W		1.0 mg/L	
	S		10 mg/kg	

* water samples are reported in mg/L , wipe samples in mg/wipe and soils and sludges in mg/kg
 * surrogate diluted out of range or not applicable to this sample
 * At the client's request or the laboratory's discretion, one or more positive samples may be run by direct injection chromatography with FID detection The following comments pertain to these GC results: a) gasoline-range compounds (C6-C12) are present; b) diesel range compounds (C10-C23) are present; c) oil-range compounds (>C18) are present; d) other patterned solvent (?); e) isolated peaks; f) GC compounds are absent or insignificant relative to TRPH inferring that complex biologically derived molecules are the source of IR absorption; h) a lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment.



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http://www.mccampbell.com E-mail: main@mccampbell.com

Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: 2838.04; 635 8 th St.	Date Sampled: 06/29/00
		Date Received: 07/05/00
	Client Contact: Micah Rapoport	Date Extracted: 07/05/00
	Client P.O:	Date Analyzed: 07/05-07/06/00

Lead*

EPA analytical methods 6010/200.7, 239.2⁺

Lab ID	Client ID	Matrix	Extraction °	Lead*	% Recovery Surrogate
42013	B-3-2.5	S	TTLIC	2300	104
42014	B-3-5.0	S	TTLIC	98	113
42015	B-3-7.5	S	TTLIC	280	112
42016	B-3-10.0	S	TTLIC	16,000	107
42017	B-2-5.0	S	TTLIC	87	109
42018	B-2-7.5	S	TTLIC	180	110
42019	B-2-10.0	S	TTLIC	29	88
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	S	TTLIC		3.0 mg/kg	
	W	TTLIC		0.005 mg/L	
	—	STLC,TCLP		0.2 mg/L	

* soil and sludge samples are reported in mg/kg, wipe samples in ug/wipe, and water samples and all STLC / SPLP / TCLP extracts in mg/L
⁺Lead is analysed using EPA method 6010 (ICP)for soils, sludges, STLC & TCLP extracts and method 239.2 (AA Furnace) for water samples
[@] DISTLC extractions are performed using STLC methodology except that deionized water is substituted for citric acid buffer as the extraction fluid. DISTLC results are not applicable to STLC regulatory limits.
[°] EPA extraction methods 1311(TCLP), 3010/3020(water,TTLIC), 3040(organic matrices,TTLIC), 3050(solids,TTLIC); STLC - CA Title 22
[#] surrogate diluted out of range; N/A means surrogate not applicable to this analysis
^{*} reporting limit raised due matrix interference
i) liquid sample that contains greater than ~2 vol. % sediment; this sediment is extracted with the liquid, in accordance with EPA methodologies and can significantly effect reported metal concentrations.



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110 2nd Ave. South, #117, Pacheco, CA 94553-5560

Telephone : 925-798-1620 Fax : 925-798-1622

<http://www.mccampbell.com> E-mail: main@mccampbell.com

QC REPORT

Date: 07/06/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: mg/kg				%Recovery		RPD
	Sample	MS	MSD	Amount Spiked	MS	MSD	

SampleID: 33288

Instrument GC-7

Surrogate1	0.000	98.0	98.0	100.00	98	98	0.0
Xylenes	0.000	293.0	304.0	300.00	98	101	3.7
Ethyl Benzene	0.000	95.0	98.0	100.00	95	98	3.1
Toluene	0.000	95.0	98.0	100.00	95	98	3.1
Benzene	0.000	93.0	96.0	100.00	93	96	3.2
MTBE	0.000	100.0	102.0	100.00	100	102	2.0
GAS	0.000	1014.0	1047.9	1000.00	101	105	3.3

SampleID: 33314

Instrument MB-1

Oil & Grease	0.000	19.0	18.8	20.00	95	94	1.1
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SampleID: 33314

Instrument GC-2 A

Surrogate1	0.000	95.0	95.0	100.00	95	95	0.0
TPH (diesel)	0.000	255.0	255.0	300.00	85	85	0.0

SampleID: 33314

Instrument IR-1

TRPH	0.000	24.8	24.2	20.80	119	116	2.4
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$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$

390



McCAMPBELL ANALYTICAL INC.

110 2nd Ave. South, #D7, Pacheco, CA 94553-5560
Telephone : 925-798-1620 Fax : 925-798-1622
<http://www.mccampbell.com> E-mail: main@mccampbell.com

QC REPORT

Date: 07/05/00-07/06/00 Matrix: Soil

Extraction: TTLC

Compound	Concentration: mg/kg			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 7500

Instrument: GFAA-1

Lead	0.000	5.4	5.0	5.00	107	100	6.6
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$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \cdot 100$$

$$RPD = \frac{(MS - MSD)}{(MS + MSD)} \cdot 100$$



McCAMPBELL ANALYTICAL INC.

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<http://www.mccampbell.com> E-mail: main@mccampbell.com

Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 th St.	Date Sampled: 07/05/00
		Date Received: 07/10/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 07/10/00
	Client P.O:	Date Analyzed: 07/10/00


07/17/00

Dear Cusack & Rapoport:

Enclosed are:

- 1). the results of 3 samples from your #2838.04; 635 8th St. project,
- 2). a QC report for the above samples
- 3). a copy of the chain of custody, and
- 4). a bill for analytical services.

All analyses were completed satisfactorily and all QC samples were found to be within our control limits. If you have any questions please contact me. McCampbell Analytical Laboratories strives for excellence in quality, service and cost. Thank you for your business and I look forward to working with you again.

Yours truly,

Edward Hamilton, Lab Director



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 th St.	Date Sampled: 07/05/00
		Date Received: 07/10/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 07/10/00
	Client P.O:	Date Analyzed: 07/11/00

Total Recoverable Petroleum Hydrocarbons as Oil & Grease (with Silica Gel Clean-up)*
 EPA method 418.1 or 9073; Standard Methods 5520 C&F

Lab ID	Client ID	Matrix	TRPH ⁺
42433	B-1-2.5	S	46
42434	B-1-5.0	S	48
42435	B-1-15.5	S	ND
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	W	1.0 mg/L	
	S	10 mg/kg	

* water samples are reported in mg/L , wipe samples in mg/wipe and soils and sludges in mg/kg
 * surrogate diluted out of range or not applicable to this sample
 + At the client's request or the laboratory's discretion, one or more positive samples may be run by direct injection chromatography with FID detection. The following comments pertain to these GC results: a) gasoline-range compounds (C6-C12) are present; b) diesel range compounds (C10-C23) are present; c) oil-range compounds (>C18) are present; d) other patterned solvent (?); e) isolated peaks; f) GC compounds are absent or insignificant relative to TRPH inferring that complex biologically derived molecules are the source of IR absorption; h) a lighter than water immiscible sheen is present; i) liquid sample that contains greater than ~5 vol. % sediment.

 Edward Hamilton, Lab Director



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Treadwell & Rollo 555 Montgomery St., Suite 1300 San Francisco, CA 94111	Client Project ID: #2838.04; 635 8 th St.	Date Sampled: 07/05/00
		Date Received: 07/10/00
	Client Contact: P.Cusack/M.Rapoport	Date Extracted: 07/10/00
	Client P.O:	Date Analyzed: 07/10/00

Lead*

EPA analytical methods 6010/200.7, 239.2*

Lab ID	Client ID	Matrix	Extraction °	Lead*	% Recovery Surrogate
42433	B-1-2.5	S	TTLIC	290	114
42434	B-1-5.0	S	TTLIC	380	112
42435	B-1-15.5	S	TTLIC	ND	109
Reporting Limit unless otherwise stated; ND means not detected above the reporting limit	S	TTLIC	3.0 mg/kg		
	W	TTLIC	0.005 mg/L		
	--	STLC,TCLP	0.2 mg/L		

* soil and sludge samples are reported in mg/kg, wipe samples in ug/wipe, and water samples and all STLC / SPLP / TCLP extracts in mg/L
 †Lead is analysed using EPA method 6010 (ICP)for soils, sludges, STLC & TCLP extracts and method 239.2 (AA Furnace) for water samples
 @ DISTLC extractions are performed using STLC methodology except that deionized water is substituted for citric acid buffer as the extraction fluid. DISTLC results are not applicable to STLC regulatory limits.
 ° EPA extraction methods 1311(TCLP), 3010/3020(water,TTLIC), 3040(organic matrices,TTLIC), 3050(solids,TTLIC); STLC - CA Title 22
 # surrogate diluted out of range; N/A means surrogate not applicable to this analysis
 * reporting limit raised due matrix interference
 i) liquid sample that contains greater than ~2 vol. % sediment; this sediment is extracted with the liquid, in accordance with EPA methodologies and can significantly effect reported metal concentrations.



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Telephone : 925-798-1620 Fax : 925-798-1622
<http://www.mccampbell.com> E-mail: main@mccampbell.com

QC REPORT

TRPH

Date: 07/11/00 Matrix: Soil

Extraction: N/A

Compound	Concentration: mg/kg			%Recovery		RPD
	Sample	MS	MSD	MS	MSD	

SampleID: 33314

Instrument: IR-1

TRPH	0.000	21.9	21.9	20.80	105	105	0.0
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$$\% \text{ Recovery} = \frac{(MS - \text{Sample})}{\text{Amount Spiked}} \times 100$$

$$RPD = \frac{(MS - MSD)}{0.100} = 3.96$$



McCAMPBELL ANALYTICAL INC.

110 2nd Ave. South, #17, Pacheco, CA 94553-5560
Telephone : 925-798-1620 Fax : 925-798-1622
<http://www.mccampbell.com> E-mail: main@mccampbell.com

QC REPORT

Date: 07/10/00-07/11/00 Matrix: Soil

Extraction: TTLC

Compound	Concentration: mg/kg			%Recovery		RPD
	Sample	MS	MSD	Amount Spiked	MS	

SampleID: 71000

Instrument: GFAA-1

Lead	0.000	5.1	5.4	5.00	102	109	6.1
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$$\% \text{ Recovery} = \frac{(MS - Sample)}{AmountSpiked} \cdot 100$$

397

$$\% \text{ Recovery} = \frac{(MS - MSD)}{AmountSpiked} \cdot 100$$

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Barbara Garcia, Director, Department of Public Health
John Updike, Director, Real Estate
Olson Lee, Director, Mayor's Office of Housing and Community Development
John Rahaim, Director, Planning Department

FROM: Andrea Ausberry, Assistant Clerk, Land Use and Economic Development
Committee, Board of Supervisors

DATE: December 4, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Economic Development Committee has received the following proposed legislation, introduced by Supervisor Kim on November 25, 2014:

File No. 141228

Resolution approving and authorizing an agreement for the conveyance of a parcel of real estate, consisting of approximately 37,800 square feet (approximately 0.87 acre) of land, within Block No. 3783 in San Francisco County to the Mayor's Office of Housing and Community Development pursuant to the land dedication process permitted under Planning Code, Section 419; adopting findings under the California Environmental Quality Act; adopting findings that the conveyance is consistent with the City's General Plan, and the eight priority policies of City Planning Code, Section 101.1; and authorizing the Director of Property to execute documents, make certain modifications and take certain actions in furtherance of this Resolution as defined herein.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Colleen Chawla, Department of Public Health
Eugene Flannery, Housing and Community Development
Sophie Hayward, Housing and Community Development
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Scott Sanchez, Zoning Administrator
Sarah Jones, Environmental Planning
Joy Navarrete, Environmental Planning
Jocelyn Bellini, Environmental Planning

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
MAY 25 AM 10:00

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

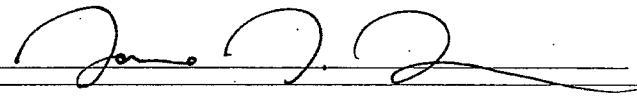
Supervisor Kim

Subject:

Real Property Conveyance -- Land Dedication by Archstone Concourse LLC -- 600 7th Street -- Inclusionary Affordable Housing

The text is listed below or attached:

See attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: