

File No. 196260

Committee Item No. 12

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date March 13, 2019

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
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| <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 type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
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OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date March 8, 2019

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Acquisition of Real Property - 493 Sunrise Way - Wei San Deng and Jenny HJ Deng - Total  
2 Not to Exceed \$50,000]

3 **Resolution approving and authorizing the Real Estate Division, on behalf of Public**  
4 **Works, to acquire a portion of residential real property, located at 493 Sunrise Way,**  
5 **from Wei San Deng (50% ownership interest) and Jenny HJ Deng (50% ownership**  
6 **interest), at a purchase price of \$25,000 plus associated transaction and closing costs**  
7 **not to exceed \$25,000 for a total amount not to exceed \$50,000; adopting Planning**  
8 **Department's findings that the conveyance is consistent with the General Plan, the**  
9 **eight priority policies of Planning Code, Section 101.1, and California Environmental**  
10 **Quality Act findings; and authorizing the Director of Property to execute documents,**  
11 **make certain modifications and take certain actions in furtherance of the Purchase and**  
12 **Sale Agreement and this Resolution, as defined herein.**

13  
14 WHEREAS, The Sunnydale HOPE SF Master Plan Project (the "Project") consists of  
15 the transformation of the Sunnydale/Velasco public housing complex (the "Existing Complex")  
16 into a new, mixed income housing development with new affordable and market-rate housing  
17 as well as new street and utility infrastructure, open spaces and neighborhood facilities; and

18 WHEREAS, The Planning Department by letter dated February 27, 2018, adopted in  
19 connection with the Project and related actions necessary to implement said project,  
20 California Environmental Quality Act ("CEQA") Findings including a statement of overriding  
21 considerations (pursuant to CEQA Guidelines Section 15060 and Chapter 31 of the City's  
22 Administrative Code) and declared the Project consistent with the General Plan, and the eight  
23 priority policies of Planning Code, Section 101.1, which letter is on file with the Clerk of the  
24 Board of Supervisors in File No. 190260, and incorporated herein by this reference; and  
25

1           WHEREAS, The Project includes the construction of a street extension from the  
2 existing dead end of Sunrise Way into the eastern border of the Existing Complex (the “Street  
3 Extension”); and

4           WHEREAS, The Street Extension is part of the first phase of the Project and the design  
5 and construction schedule for the Project requires the City to immediately acquire  
6 approximately 143 square feet of land currently within the residential real property parcel  
7 located at 493 Sunrise Way, San Francisco Assessor’s Parcel Block No. 6374, Lot No. 023  
8 (the “Subparcel”); and

9           WHEREAS, The City and Wei San Deng and Jenny HJ Deng (collectively, the  
10 “Owners”) of 493 Sunrise Way have negotiated a purchase and sale agreement regarding the  
11 Subparcel, a copy of which is on file with the Clerk of the Board of Supervisors in File No.  
12 190260 (the “Agreement”), for sale of the Subparcel to the City for \$25,000 plus associated  
13 transaction and closing costs not to exceed \$25,000 for a total amount not to exceed \$50,000  
14 which funds shall be provided by the Mayor’s Office of Housing and Community Development  
15 (“MOHCD”) in order to implement the Street Extension in furtherance of the Project; and

16           WHEREAS, MOHCD shall enter into an agreement with the developer of the Project to  
17 provide care and maintenance of the Subparcel until such time as the Director of Public  
18 Works deems the Subparcel a dedicated right of way under the care and maintenance of  
19 Public Works; and

20           WHEREAS, The Director of Property, after reviewing an independent appraisal and  
21 considering the efficacy of avoiding protracted legal proceedings, confirmed that the purchase  
22 price is at or below the fair market value of the Subparcel; therefore, be it

23           RESOLVED, That in accordance with the recommendation of the Director of Public  
24 Works, the Director of MOHCD, and the Director of Property, the Board of Supervisors  
25 approves the Agreement in substantially the form presented to the Board, and authorizes the

1 Director of Public Works, the Director of MOHCD, and the Director of Property to take all  
2 actions necessary or appropriate to acquire the Subparcel as set forth in the Agreement; and,  
3 be it

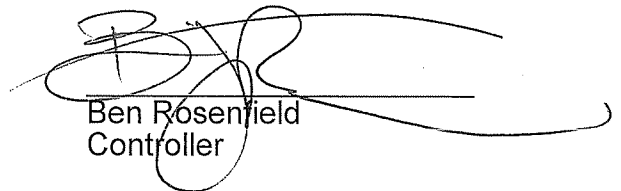
4 FURTHER RESOLVED, That the Director of Public Works, and the Director of  
5 Property, are hereby authorized and urged to accept the deed to the Subparcel from the  
6 Seller upon the closing in accordance with the terms and conditions of the Agreement, and to  
7 take any and all steps (including, but not limited to, the execution and delivery of any and all  
8 certificates, agreements, notices, consents, escrow instructions, closing documents and other  
9 instruments or documents) as the Director of Property deems necessary or appropriate in  
10 order to acquire the Subparcel pursuant to the Agreement, or to otherwise effectuate the  
11 purpose and intent of this Resolution, such determination to be conclusively evidenced by the  
12 execution and delivery by the Director of Property of any such documents; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors finds the proposed Agreement  
14 is consistent with the General Plan, and the and the eight priority policies of Planning Code,  
15 Section 101.1, and adopts the Planning Department's CEQA findings and hereby incorporates  
16 such findings by reference as though fully set forth in this Resolution; and, be it

17 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
18 by all parties, the Real Estate Division shall provide the final contract to the Clerk of the Board  
19 for inclusion into the official file.

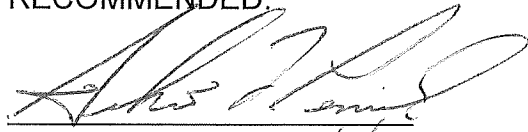
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\$50,000 available  
Fund: 10565  
Department: 232065  
Project: 10023879  
Activity: 0005  
Authority: 17159  
Account: 566990

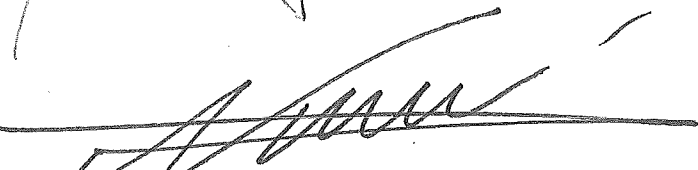
  
Ben Rosenfield  
Controller

Only Current Fiscal Year 2018-2019 Funds being used

RECOMMENDED:

  
Andrico Q. Penick *3/4/19*  
Director of Property

  
Kate Hartley, Director of the Mayor's Office of Housing and Community Development

  
Mohammed Nuru, Director of San Francisco Public Works

AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE

by and between

Wei San Deng (50%) and Jenny H.J. Deng (50%),  
as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,  
as Buyer

For the purchase and sale of

A portion of APN Block/Lot 6374/23, known as 493 Sunrise Way  
San Francisco, California

February 21, 2019

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LIST OF EXHIBITS

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EXHIBIT B – Form of Grant Deed

EXHIBIT C – Form of Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)

**AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE**  
(A portion of 493 Sunrise Way (APN Block/Lot 6374/23), San Francisco)

THIS AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE (this "Agreement") dated for reference purposes only as of February 21, 2019 is by and between Wei San Deng (50%) and Jenny H.J. Deng (50%), individuals ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

IN CONSIDERATION of the respective agreements contained hereinbelow, Seller and City agree as follows:

**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 One Hundred and Forty Three (143) square feet of land, located in the City and County of San Francisco, which is a portion of APN Block/Lot 6374/23 commonly known as 493 Sunrise Way and more particularly described in Exhibit A attached hereto (the "Land");

(b) all improvements and fixtures located on the Land,

(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."

**2. PURCHASE PRICE**

**2.1 Purchase Price**

The total purchase price for the Property is Twenty Five Thousand Dollars (\$25,000.00) (the "Purchase Price").

**2.2 Payment**

On the Closing Date (as defined in Section 7.2 [Closing Date]), 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.

Seller acknowledges and agrees that if Seller fails at Closing to deliver to City the documents required under Sections 7.3(h) and 7.3(i) [Seller's Delivery of Documents], City may be required to withhold a portion of the Purchase Price pursuant to Section 1445 of the United States Internal Revenue Code of 1986, as amended (the "Federal Tax Code"), or Section 18662

of the California Revenue and Taxation Code (the "State Tax Code"). Any amount properly so withheld by City shall be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated herein shall not be excused or otherwise affected thereby.

### **2.3 Funds**

All payments made by any party hereto shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds to Title Company (as defined in Section 3.2), as escrow agent.

## **3. TITLE TO THE PROPERTY**

### **3.1 Conveyance of Title to the Property**

At the Closing Seller shall convey to City, or its nominee, marketable and insurable fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "Grant Deed").

### **3.2 Title Insurance**

INTENTIONALLY OMITTED

### **3.3 Bill of Sale**

INTENTIONALLY OMITTED

### **3.4 Assignment of Intangibles**

INTENTIONALLY OMITTED

### **3.5 Assignment of Leases**

INTENTIONALLY OMITTED

## **4. BUYER'S DUE DILIGENCE INVESTIGATIONS**

### **4.1 Due Diligence and Time for Satisfaction of Conditions**

INTENTIONALLY OMITTED

### **4.2 Energy Consumption**

INTENTIONALLY OMITTED

## **5. SUBDIVISION APPROVAL**

Buyer, with Seller's cooperation, shall, through the appropriate mechanisms identified in the California Subdivision Map Act, perform and pay all that is necessary for Seller to convey legal and marketable title to the Property.

## **6. CONDITIONS TO CLOSE**

### **6.1 City's Conditions to Closing**

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

(a) 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 as required by law;

(b) Seller shall have delivered the items described in Section 7.3 below [Seller's Delivery of Documents] on or before the Closing;

(c) Fremont Bank, Trustee of the Deed of Trust ("Deed of Trust") recorded on June 22, 2012, as Instrument No. 2012-J435773, shall have issued a partial reconveyance of the Deed of Trust to remove such encumbrance on the Property;

### **6.2 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 Conditions Precedent.

### **6.3 Seller's Conditions to Closing**

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

(a) City's delivery to Escrow Holder (as defined below), at least one (1) business day before the Closing Date, the Purchase Price, City's share of closing costs and the other items described in Section 8;

(b) City having duly performed each and every agreement to be performed by City hereunder;

(c) Seller shall have received written approval from its lender, Fremont Bank ("Lender") that it may sell the Property to Buyer on the applicable Closing Date;

(d) Subdivision Approval.

### **6.4 Mutual Condition Precedent**

(a) The parties' obligations to close escrow under this Agreement are expressly conditioned upon Seller having obtained approval from all applicable governmental authorities and public agencies having jurisdiction thereof of the necessary subdivision map(s) and having recorded the same in the Official Records, thereby creating one or more legally subdivided parcels. The parties agree that (a) the condition set forth in this Section 6.4 is not waivable by either Seller or Buyer and (b) the parties agree that this condition is in compliance with the Subdivision Map Act, Government Code section 66410 et seq., as interpreted by *Black*

*Hills Investments, Inc. v. Albertson's, Inc.* (2007) 146 Cal.App.4th 883 and *Sixells, LLC v. Cannery Business Park* (2008) 170 Cal.App.4th 648.

## **7. ESCROW AND CLOSING**

### **7.1 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 Stewart Title Guaranty Company at 100 Pine Street Suite 450, San Francisco, CA, 94111 ("Title Company"), and this Agreement shall serve as instructions to Title Company as the escrow holder ("Escrow Holder") for consummation of the purchase and sale contemplated hereby. Seller and City agree to execute such additional or supplementary instructions as may be appropriate to enable 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, the terms of this Agreement shall control.

### **7.2 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 offices of Title Company on March 29, 2019, or on such earlier date as City and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 5 [Conditions Precedent].

### **7.3 Seller's Delivery of Documents**

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

- (a) a duly executed and acknowledged Grant Deed;
- (b) INTENTIONALLY OMITTED
- (c) INTENTIONALLY OMITTED
- (d) INTENTIONALLY OMITTED
- (e) INTENTIONALLY OMITTED
- (f) INTENTIONALLY OMITTED
- (g) INTENTIONALLY OMITTED
- (h) 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;
- (i) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the State Tax Code;

- (j) INTENTIONALLY OMITTED
- (k) INTENTIONALLY OMITTED
- (l) INTENTIONALLY OMITTED.

#### **7.4 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 Grant Deed executed by City's Director of Property;
- (b) INTENTIONALLY OMITTED
- (c) INTENTIONALLY OMITTED
- (d) a closing statement in form and content satisfactory to City and Seller; and
- (e) the Purchase Price, as provided in Article 2 hereof.

#### **7.5 Other Documents**

Seller and City shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

#### **7.6 Title Company as Real Estate Reporting Person**

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Closing. Seller and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is hereby designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Seller and City shall each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

### **8. EXPENSES AND TAXES**

#### **8.1 Apportionments**

INTENTIONALLY OMITTED

#### **8.2 Closing Costs**

City shall pay the costs of the premium for the Title Policy and the cost of the endorsements thereto, and escrow and recording fees. City 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 or elsewhere in this Agreement shall be paid for by City.

### **8.3 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 paid by Seller at or before the Closing. General real estate taxes payable for the tax year of the Closing shall be prorated through escrow by Seller and City as of the Closing Date. At or before the Closing, Seller shall pay the full amount of any special assessments against the Property, including, without limitation, interest payable thereon, applicable to the period prior the Closing Date.

### **8.4 Preliminary Closing Adjustment**

INTENTIONALLY OMITTED

### **8.5 Post-Closing Reconciliation**

INTENTIONALLY OMITTED

### **8.6 Survival**

The provisions of this Section 8 shall survive the Closing.

## **9. REPRESENTATIONS AND WARRANTIES**

### **9.1 Representations and Warranties of Seller**

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

(a) There is no litigation pending or, to Seller's knowledge, threatened, 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.

(b) With the exception of the rights granted in that certain Deed of Trust recorded on June 22, 2012 as Instrument No. 2012-J435773 in the Official Records by Seller for the benefit of Mortgage Electronic Registration Systems, Inc., solely as nominee for Fremont Bank, 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.

(c) At the time of Closing there will be no outstanding written or oral contracts made by Seller for any of the Improvements that have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any 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.

### **9.2 Indemnity**

Seller, on behalf of itself and its successors, and assigns, hereby agrees to indemnify and hold harmless City, its Agents and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses,

including without limitation, reasonable attorneys' and consultants' fee, resulting from any willful misconduct or gross negligence by Seller regarding this transaction.

City, on behalf of itself and its successors, and assigns, hereby agrees to indemnify and hold harmless Seller, its Agents and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including without limitation, reasonable attorneys' and consultants' fee, resulting from any willful misconduct or gross negligence by City regarding this transaction.

The indemnification provisions of this Section shall survive beyond the Closing, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

## **10. RISK OF LOSS AND POSSESSION**

### **10.1 Risk of Loss**

INTENTIONALLY OMITTED

### **10.2 Insurance**

INTENTIONALLY OMITTED

### **10.3 Possession**

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

## **11. MAINTENANCE; CONSENT TO NEW CONTRACTS**

INTENTIONALLY OMITTED

## **12. GENERAL PROVISIONS**

### **12.1 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:

City:

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property  
Re: 493 Sunrise Way  
Facsimile No.: (415) 552-9216

with a copy to:

Heidi Gewertz  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234



1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Re: 493 Sunrise Way  
Facsimile No.: (415) \_\_\_\_\_

Seller:

Jenny H. J. Deng  
493 Sunrise Way  
San Francisco, CA 94134

with a copy to:

Perkins Coie LLP  
505 Howard Street, Suite 1000  
San Francisco, CA 94105  
Attn: Allan Low, 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 telefacsimile, 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 telefacsimile copy of the notice.

**12.2 Brokers and Finders**

INTENTIONALLY OMITTED

**12.3 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.

**12.4 Amendments**

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

**12.5 Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing for a period of six (6) months.

**12.6 Governing Law**

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

**12.7 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.

### **12.8 Parties and Their Agents; Approvals**

The term "Seller" as used herein shall include the plural as well as the singular. If there is more than one (1) 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.

### **12.9 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.

### **12.10 Attorneys' Fees**

In the event that either 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's 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. 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.

### **12.11 Sunshine Ordinance**

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 are 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.

### **12.12 Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of 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, Seller shall immediately notify the City.

### **12.13 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 each 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.

### **12.14 Non-Liability of City Officials, Employees and Agents**

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, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

### **12.15 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.

### **12.16 Effective Date**

As used herein, the term "Effective Date" shall mean the date on which the City's Board of Supervisors and Mayor enact a resolution approving and authorizing this Agreement and the transactions contemplated hereby, following execution of this Agreement by both parties.

### **12.17 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 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.

### **12.18 Cooperative Drafting.**

This Agreement has been drafted through a cooperative effort of both parties, and both 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 APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS 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 TRANSACTIONS 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.

*[SIGNATURES ON FOLLOWING PAGES]*

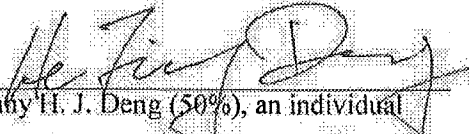
The parties have duly executed this Agreement as of the respective dates written below.

SELLER:



Wei San Deng (50%), an individual

Date: 2/21/2019



Jenby H. J. Deng (50%), an individual

Date: 2/21/2019

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
HEIDI J. GEWERTZ  
Deputy City Attorney

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT 23, BLOCK 6374, AS SAID LOT AND BLOCK ARE SHOWN ON THAT MAP ENTITLED, "MAP OF SUN VALLEY SUBDIVISION, SAN FRANCISCO, CALIFORNIA," RECORDED SEPTEMBER 25, 1946, IN BOOK "P" OF MAPS, AT PAGES 41 AND 42, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY CORNER OF SAID LOT 23; THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH 19°24'00" EAST 30.00 FEET; THENCE SOUTH 70°36'00" EAST 16.10 FEET TO THE RIGHT-OF-WAY LINE OF SUNRISE WAY ON A 36.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 52°57'26" EAST; THENCE NORTHERLY ALONG SAID CURVE OF SUNRISE WAY, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE 56°26'34", AN ARC LENGTH OF 35.46 FEET TO SAID WESTERLY LINE OF LOT 23 AND SAID POINT OF BEGINNING, CONTAINING 143.15 SQUARE FEET, MORE OR LESS.

SEE PAGE 2 OF THIS EXHIBIT FOR DIAGRAM



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

*[SIGNATURES ON FOLLOWING PAGE]*



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a \_\_\_\_\_

NAME

By: \_\_\_\_\_

Its: \_\_\_\_\_

NAME

By: \_\_\_\_\_

Its: \_\_\_\_\_

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of California            )  
  ) ss  
County of San Francisco    )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

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.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**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 \_\_\_\_\_

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.

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: \_\_\_\_\_, 20\_\_.

On behalf of:

\_\_\_\_\_  
[NAME]

a \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_



# SAN FRANCISCO PLANNING DEPARTMENT

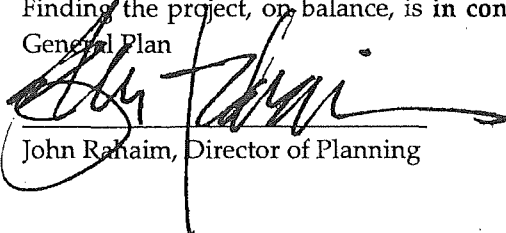
**MEMO**

*DATE:* February 27, 2018  
*Case No.* 2017-012495GPR  
1654 Sunnydale Hope SF  
*Block/ Lot No:* 6310/001  
  
*Project Sponsors:* Ramie Dare  
Mercy Housing CA  
1360 Mission Street, Suite 300  
San Francisco, CA 94103

*Applicant:* Same as Above

*Staff Contact:* Ilaria Salvadori - (415) 575-9086  
[Ilaria.salvadori@sfgov.org](mailto:Ilaria.salvadori@sfgov.org)

*Recommendation:* Finding the project, on balance, is in conformity with the  
General Plan

*Recommended*  
*By:*   
John Rahaim, Director of Planning

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

The Planning Department is in receipt of your General Plan Referral Application (Case No. 2017-012485GPR). The application is for a master street vacation to obtain the City's approval to vacate the existing public rights of way, subject to conditions, at a single Board of Supervisors meeting. The application is filed by the Developer (Applicant), in consultation with the City Surveyor and San Francisco Public Works. Upon commencing each development phase, the Developer will demonstrate its satisfaction of the applicable conditions for each phase, thus allowing the San Francisco Public Works director to approve the street vacation for that phase.

Memo

1654 Sunnydale Avenue  
Case No. 2017-012495GPR

The Sunnydale HOPE SF Master Plan Project consists of the transformation of the 48.8 acre Sunnydale/Velasco public housing complex into a new, mixed income housing development with new affordable and market-rate housing as well as new street and utility infrastructure, open spaces and neighborhood facilities. The demolition of existing housing and infrastructure will happen in 10-11 phases. At completion the master planned development will include 1700 units of affordable and market rate housing. This development is in the Sunnydale Special Use District and is the Project in 25 year Development agreement between the City, the San Francisco Housing Authority and Sunnydale Development Co. LLC, the Developer (Applicant).

#### **ENVIRONMENTAL REVIEW**

On November 17, 2016, the Planning Commission took the following actions regarding the Project:

- Certified the Final Environmental Impact Report (Motion No. 19784)
- Adopted CEQA Finding including a statement of overriding considerations (Motion No. 19784)
- Adopted Findings of Consistency with the General Plan and Planning Code Section 101.1 (Case No. 2010.0305E)

#### **GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

As described in attached document Case No. 2010.0305 E, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan.

**The Project is therefore, on balance, consistent with the General Plan and Planning Code Section 101.1.**

*Cc: Javier Rivera- Bureau of Streets and Mapping, San Francisco Public Works*

#### **Attachments:**

- 2017-012495GPR Letter Attachment 1 -CPC Approval - CEQA Findings - Final Motion.pdf
- 2017-012495GPR Letter Attachment 2 -Case No. 2010.0305 E Master Plan General Plan Findings.pdf



# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 19785

SUNNYDALE GENERAL PLAN FINDINGS

HEARING DATE: NOVEMBER 17, 2016

*Case No.:* 2010.0305 E GPA PCT PCM DEV GEN SHD  
*Project Address:* Sunnydale Hope SF Master Plan Project  
*Zoning:* RM-1 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
*Block/Lot:* Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/  
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001  
*Project Sponsor:* Mercy Housing and Related California  
1360 Mission Street, #300  
San Francisco, CA 94103  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

### ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE SUNNYDALE HOPE SF MASTER PLAN PROJECT.

#### Preamble

San Francisco Charter Section 4.105 and Administrative Code Section 2A.53 of the Administrative Code requires General Plan referrals to the Planning Commission for certain matters so that the Commission may determine if such actions are in conformity with the General Plan and Section 101.1 of the Planning Code. Actions, including but not limited to legislative actions, subdivisions, right-of-way dedications and vacations, and the purchasing of property are required to be in conformity with the General Plan and Planning Code Section 101.1.

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty

and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan Project ("The Project") is a 50-acre site located in the Visitacion Valley neighborhood and is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the East and Velasco to the south. The San Francisco Housing Authority currently owns and operates 775 units on approximately 50 acres (including streets) site. The site currently consists of 775 affordable units and is owned and operated by the San Francisco Housing Authority.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2010.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.



Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 15, 2016, the Planning Commission adopted Resolution No. 19738 initiating General Plan amendments to further the Project. The initiated amendments would (1) amend Map 4 of the Urban Design Element, "Urban Design Guidelines for the Heights of Buildings", by designating the Sunnydale site within the 40-88 height designation area; and (2) amend Map 03 of the Recreation and Open Space Element, "Existing and Proposed Parks and Open Space", providing indications of the new parks within the site on the map.

On October 24, 2016, the Board of Supervisors initiated Planning Code Text and Map amendments that would create the Sunnydale HOPE SF Special Use District ("SUD") and provisions regarding it. The Map amendments would map the subject site within the SUD and within a 40/65-X Height and Bulk District.

By this action, the Planning Commission adopts General Plan Consistency findings, including a finding that the Project, as identified in the Final EIR, is consistent with Planning Code Section 101.1.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions.

The Sunnydale HOPE SF Master Plan Project provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Attachment A to this Motion.



# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 19784

SUNNYDALE CEQA FINDINGS

HEARING DATE: NOVEMBER 17, 2016

*Case No.:* 2010.0305 E GPA PCT PCM DEV GEN SHD  
*Project Address:* Sunnydale Hope SF Master Plan Project  
*Zoning:* RM-1 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
*Block/Lot:* Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/  
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001  
*Project Sponsor:* Mercy Housing and Related California  
1360 Mission Street, #300  
San Francisco, CA 94103  
  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

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**ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE SUNNYDALE HOPE SF MASTER PLAN PROJECT AND RELATED ACTIONS NECESSARY TO IMPLEMENT SUCH PLANS.**

### Preamble

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

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The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files WAS made available for review by this Commission and the public. These files were available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA").

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

#### **Project Description**

By this action, the Planning Commission adopts Environmental Findings (and a Statement of Overriding Considerations) under the California Environmental Quality Act and State Guidelines in connection with the adoption of the Potrero Hope SF Master Plan Project and related actions necessary to implement such plans. The Project is generally described below here.

The Sunnydale HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing

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street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

In 2008, Mercy Housing was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Mercy Housing is also the Master Developer for the site.

On top of the Development Agreement, project approvals will include General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, Approval of a Design Standards and Guidelines document, and Adoption of Shadow findings pursuant to Planning Code Section 295.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods.

**MOVED** that the Planning Commission has reviewed and considered the Final EIR and the record associated herewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, that shall be included as a condition of approval for each and all of the approval actions set forth in the Motions described above.

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I hereby certify that the foregoing Motion was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

  
Jonas P. Ionin  
Commission Secretary

AYES: Richards, Hillis, Johnson, Koppel, Melgar, Moore

NOES: None

ABSENT: Fong

ADOPTED: November 17, 2016

**Attachment A**

**To Planning Commission Motion No.**

**Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD**

**The Sunnydale HOPE SF Master Plan Project General Plan Findings**

**and**

**Planning Code Section 101.1 Findings**

The following constitute findings that the Sunnydale HOPE SF Master Plan Project (Project) and approval actions thereto are, on balance, consistent with the General Plan and Planning Code Section 101.1. The SUNNYDALE Master Plan Project is described within the Final EIR, Certified by the Planning Commission on July 9, 2015, with Planning Commission Motion No. 19409.

Approval actions that will be required to implement the Project include, but are not limited to: (1) Adoption of General Plan, Planning Code Text, and Map Amendments that would establish a Sunnydale HOPE SF Special Use District and associated Design Standards and Guidelines Document, and would increase heights in some locations; (2) Approval of a Development Agreement between the City of County of San Francisco, the Master Developer, and the San Francisco Housing Authority; (3) shadow impact findings; and (4) various mapping, street vacation and street dedication actions; and (5) the purchase of the site at Sunnydale and Hahn for the development of affordable housing.

**HOUSING ELEMENT**

*The principle objectives of the Housing Element are to provide new housing; retain the existing supply; enhance physical conditions and safety without jeopardizing use or affordability; support affordable housing production by increasing site availability and capacity; increase the effectiveness and efficiency of the affordable housing production system; protect the affordability of existing housing; expand financial resources for permanently affordable housing; ensure equal access; avoid or mitigate hardships imposed by displacement; reduce homelessness and the risk of homelessness in coordination with relevant agencies and providers; pursue place making and neighborhood building principles in increasing the supply of housing; and strengthen citywide affordable housing programs through coordinated regional and state efforts.*

*The Project is consistent with and implements the following objectives and policies of the Housing Element:*

- 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 1.3 Work proactively to identify and secure opportunity sites for permanently affordable housing.
- Objective 4 Foster a housing stock that meets the needs of all residents across lifecycles.
- POLICY 4.1 Develop new housing, and encourage the remodeling of existing housing, for families with children.
- POLICY 4.2 Provide a range of housing options for residents with special needs for housing support and services.
- POLICY 4.5 Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.
- Objective 5 Ensure that all residents have equal access to available units.
- POLICY 5.5 Minimize the hardships of displacement by providing essential relocation services.
- POLICY 5.6 Offer displaced households the right of first refusal to occupy replacement housing units that are comparable in size, location, cost, and rent control protection.
- Objective 7 Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
- POLICY 7.5 Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.

- Objective 8            Build public and private sector capacity to support, facilitate, provide and maintain affordable housing.
- POLICY 8.1            Support the production and management of permanently affordable housing.
- POLICY 8.3            Generate greater public awareness about the quality and character of affordable housing projects and generate communitywide support for new affordable housing.
- Objective 9            Preserve units subsidized by the federal, state or local sources.
- POLICY 9.3            Maintain and improve the condition of the existing supply of public housing, through programs such as HOPE SF.
- 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 11.6           Foster a sense of community through architectural design, using features that promote community interaction.
- Objective 12           Balance housing growth with adequate infrastructure that serves the City's growing population.
- POLICY 12.1           Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.
- 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.
- POLICY 12.3           Ensure new housing is sustainably supported by the City's public infrastructure systems.



*The Hope SF initiative, including the Sunnydale Hope SF Master Development Project, is a central affordable housing and community development program for the City and County of San Francisco. Through the Hope SF initiative, existing affordable housing sites for very low income residents will be rebuilt with better connected mixed-income, complete neighborhoods that increase the permanent affordable housing stock of the City as well as provides a range of housing options for residents with special needs and for a range of income levels.*

*The Sunnydale HOPE SF Master Development Project will take advantage of the underutilized site to create both additional affordable housing and market rate housing thereby furthering Policies 1.1 and 1.4 provided above. The Sunnydale HOPE SF Master Development Project will seek to minimize displacement of existing residents and will provide essential relocation services that include maintenance of subsidized housing opportunities and the right to return as provided in the Right to Return Ordinance. The proposed funding of this large scale project is creative and leverages extensive public and private sources of capital. The project will receive zoning and priority approval processes to encourage the production of affordable housing.*

*The high visibility of this project will increase capacity of builders and owners of affordable and mixed income communities as well as raise greater public awareness of the high quality design and character of affordable housing. Policy 9.3 specifically names HOPE SF as leading initiative to maintain and improve the condition of existing supply of public housing in the Plan Area. As a site that is currently well under the Planning Code's density limit, the Hope SF also looks to take advantage of the additional allowed density to construct both affordable and market-rate units. The market-rate development will both create a mixed-income neighborhood and will cross-subsidizing the cost of reconstructing the existing dilapidated affordable housing. Also central to the Hope SF initiative, is the construction of new infrastructure including new streets and parks that meet -- and in some cases exceed -- current City standards for ecological performance, safety, and comfort.*



**RECREATION AND OPEN SPACE ELEMENT**

*The principle objectives of the Recreation and Open Space Element are to preserve large areas of open space sufficient to meet the long-range needs of the Bay Region, develop and maintain a diversified and balanced citywide system of high quality public open space, provide a continuous public open space along the shoreline, and provide opportunities for recreation and the enjoyment of open space in every neighborhood.*

- OBJECTIVE 1            ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM
  
- POLICY 1.1            Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.
  
- POLICY 1.11           Encourage private recreational facilities on private land that provide a community benefit, particularly to low and moderate-income residents.
  
- OBJECTIVE 2           INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION
  
- POLICY 2.7            Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces.
  
- POLICY 2.8            Consider repurposing underutilized City-owned properties as open space and recreational facilities.
  
- OBJECTIVE 3           IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE
  
- POLICY 3.1            Creatively develop existing publicly-owned right-of-ways and streets into open space.
  
- POLICY 3.2            Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront.
  
- POLICY 3.6            Maintain, restore, expand and fund the urban forest.

*The Project meets and furthers the Objectives and Policies of the Recreation and Open Space by creating a new street and open space network within an area that is currently characterized by wide disconnected streets, steep unoccupied terrain, and lack of recreational opportunities. Altogether, 3.5 acres of new parks and open space are proposed for the site. Further, the new street network will improve connectivity from existing residential neighborhoods, parks and open spaces.*

**TRANSPORTATION ELEMENT**

*The Transportation Element is largely concerned with the movement of people and goods. It addresses the need for multi-modal streets and facilities, implementation of the City's transit-first policy, the need to limit parking and auto capacity on the roads, and ways to incentivize travel by transit, bike and by foot. It also addresses the relationship between transportation and land use and how the two should be coordinated to reduce the need for auto trips.*

*The following objectives and policies are relevant to the Project:*

- OBJECTIVE 1            MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.
- POLICY 1.2            Ensure the safety and comfort of pedestrians throughout the city.
- POLICY 1.6            Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.
- POLICY 2.5            Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.
- OBJECTIVE 18           ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND.
- POLICY 18.2           Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles.
- POLICY 18.4           Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including:
- Sidewalk bulbs and widenings at intersections and street entrances;
  - Lane off-sets and traffic bumps;

- Narrowed traffic lanes with trees, landscaping and seating areas;  
and
- colored and/or textured sidewalks and crosswalks.

- POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.
- OBJECTIVE 23 IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.
- POLICY 23.1 Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.
- POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.
- POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.
- POLICY 23.6 Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.
- 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 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.
- OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

- OBJECTIVE 27      ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.
- OBJECTIVE 28      PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.
- POLICY 28.1      Provide secure bicycle parking in new governmental, commercial, and residential developments.
- 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 34.3      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.
- OBJECTIVE 35      MEET SHORT-TERM PARKING NEEDS IN NEIGHBORHOOD SHOPPING DISTRICTS CONSISTENT WITH PRESERVATION OF A DESIRABLE ENVIRONMENT FOR PEDESTRIANS AND RESIDENTS.

*The Project meets and furthers the Objectives and Policies of the Transportation Element by requiring the creation of a new fine-grained street grid in place of the curvilinear configured and disconnected street and block pattern that exists today. The Project accommodates the creation of a new mixed-use predominately development in a pattern that encourages walking and using transit. The Project also calls for streetscape improvements that will calm auto traffic while assuring pedestrian and bicyclist comfort and enjoyment.*

**URBAN DESIGN ELEMENT**

*The Urban Design Element addresses the physical character and order of the City. It establishes objectives and policies dealing with the city pattern, conservation (both of natural areas and historic structures), major new developments, and neighborhood environment. It discusses meeting "human needs", largely by assuring quality living environments, and by protecting and enhancing those characteristics of development that make San Francisco special.*

The following objectives and policies are relevant to the Project:

- |             |   |
|-------------|---|
| 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 1.1  | Recognize and protect major views in the city, with particular attention to those of open space and water.  |
| POLICY 1.2  | Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.  |
| POLICY 1.3  | Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.                               |
| POLICY 1.5  | Emphasize the special nature of each district through distinctive landscaping and other features.   |
| POLICY 1.6  | Make centers of activity more prominent through design of street features and by other means.   |
| POLICY 1.7  | Recognize the natural boundaries of districts, and promote connections between districts.   |
| POLICY 2.9  | Review proposals for the giving up of street areas in terms of all the public values that streets afford.   |
| POLICY 2.10 | Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case. |
| OBJECTIVE 3 | MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.              |

- POLICY 3.3 Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.
- POLICY 3.4 Promote building forms that will respect and improve the integrity of open spaces and other public areas.
- POLICY 3.5 Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.
- POLICY 3.7 Recognize the special urban design problems posed in development of large properties.
- POLICY 3.8 Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.
- OBJECTIVE 4 IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY .
- POLICY 4.3 Provide adequate lighting in public areas.
- POLICY 4.4 Design walkways and parking facilities to minimize danger to pedestrians.
- POLICY 4.5 Provide adequate maintenance for public areas.
- POLICY 4.6 Emphasize the importance of local centers providing commercial and government services.
- POLICY 4.8 Provide convenient access to a variety of recreation opportunities.
- POLICY 4.10 Encourage or require the provision of recreation space in private development.
- POLICY 4.12 Install, promote and maintain landscaping in public and private areas.
- POLICY 4.13 Improve pedestrian areas by providing human scale and interest.

*On balance, the Project is consistent with and furthers the Urban Design Element. The project enables the establishment of a new vibrant mixed-use-predominately-residential neighborhood on currently underutilized land. The Project will connect to the Visitacion Valley street grid and block pattern where*



*it currently does not today, thereby reinforcing Visitacion Valley's street pattern. The Project's compact urban development of modulated buildings will step along the site's topography; open spaces and green streets will punctuate the new block pattern. Taken together, these characteristics will enable the revitalized Sunnydale Hope SF neighborhood to be both individually distinctive and better integrated into the larger Visitacion Valley neighborhood. Streets will be designed to Better Streets standards and will be safe, comfortable, and inviting. While the proposal includes allowing heights of buildings to be as tall as 65-feet at some locations (taller than what's allowed within other residentially portions of Visitacion Valley), design standards will require that they be broken down both vertically and horizontally and be designed to the human scale. The portion of the site that allows the tallest heights will be reserved for the center of the neighborhood's planned commercial and community-serving center, thereby demarking the Project's civic heart. While the view across the site will change in nature with additional buildings in the foreground, other views will be improved and protected by aligning new streets with existing streets allowing continual views down them and assuring they are not blocked in the future. On balance, the urban design character of the site will be significantly improved; therefore, the Project is consistent with the Urban Design Element.*

**ENVIRONMENTAL PROTECTION ELEMENT**

*The Environmental Protection Element is concerned with protecting the natural environment within San Francisco's urban context. The element provides objectives and policies for the following topics: the Bay, ocean and shoreline, air, fresh water, land, flora and fauna, transportation noise, and energy.*

*The following objectives and policies are relevant to the Project:*

- OBJECTIVE 1           ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.
  
- Policy 1.4           Assure that all new development meets strict environmental quality standards and recognizes human needs.
  
- OBJECTIVE 15        INCREASE THE ENERGY EFFICIENCY OF TRANSPORTATION AND ENCOURAGE LAND USE PATTERNS AND METHODS OF TRANSPORTATION WHICH USE LESS ENERGY.
  
- POLICY 15.3         Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.

*The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, moderate density, transit-friendly, sustainable development. The Project and all related City approvals are consistent with the Environmental Protection Element as the Project satisfies and implements the preponderance of Element's objectives and policies: the Project furthers the Element's emphasis on the need for compact, and sustainable development.*

**COMMUNITY FACILITIES ELEMENT**

*The Community Facilities element addresses police facilities, neighborhood center facilities, fire facilities, library facilities, public health facilities, and touches upon educational facilities, institutional facilities (colleges, etc.) wastewater facilities, and solid waste facilities.*

The following objectives and policies are relevant to the Project:

- OBJECTIVE 3            ASSURE THAT NEIGHBORHOOD RESIDENTS HAVE ACCESS TO  
NEEDED SERVICES AND A FOCUS FOR NEIGHBORHOOD  
ACTIVITIES
- POLICY 3.6            Base priority for the development of neighborhood centers on relative  
need.
- OBJECTIVE 4            PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO  
THE COMMUNITY SERVED.
- POLICY 4.1            Assure effective neighborhood participation in the initial planning,  
ongoing programming, and activities of multi-purpose neighborhood  
centers

*The Project is consistent with and implements the Community Facilities Element. The Project allows for community serving uses on the ground floor throughout the development. A community center and senior housing development is planned for "The Hub" portion of the site, that among other community-based uses will include child care. Whether or not community uses will eventually establish themselves in other permitted locations will depend on community needs and demands as well as broader market factors as the Project gets built out.*

PUBLIC SAFETY ELEMENT

- OBJECTIVE 2            REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.
- POLICY 2.1            Assure that new construction meets current structural and life safety standards.
- POLICY 2.3            Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.
- POLICY 2.9            Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.
- POLICY 2.12           Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

*The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil and where applicable, any remediation activity.*

**AIR QUALITY ELEMENT**

*The Air Quality Element is concerned, in part, with reducing the level of pollutants in the air, thus protecting and improving public health, welfare and the quality of life of the citizens of San Francisco and the residents of the metropolitan region. It emphasizes that opportunities for economic growth in the area can be enhanced through implementation of transportation, land use and other policies in harmony with clean air goals.*

*The following objectives and policies are relevant to the Project:*

- |             |  |
|-------------|--|
| OBJECTIVE 3 | DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.  |
| POLICY 3.1  | Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists. |
| POLICY 3.2  | Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.                              |
| POLICY 3.6  | Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.  |
| POLICY 3.9  | Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals                               |

*The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use predominately residential, moderate density, sustainable development that will enable efficient use of land and encourage travel by transit and by foot, thereby reducing auto use. The Project will be built to LEED Neighborhood Development standards. The Project is consistent with the Air Quality Element because it satisfies and implements the preponderance of Element's objectives and policies; most importantly, the Project furthers the Element's emphasis on efficient and compact development.*

**General Plan Priority Finding**

(Planning Code Section 101.1 Findings)

Planning Code Section 101.1(b) establishes eight priority policies and is a basis by which differences between competing policies in the General Plan are resolved. As described below, the Project is consistent with the eight priority policies set forth in Planning Code Section 101.1(b).

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

*The Project will preserve and enhance existing neighborhood serving retail uses. The Project would potentially accommodate roughly 15,000 square feet of new retail uses. The retail uses are envisioned to be local serving. The project does not include the removal of any existing neighborhood serving retail and is not expected to unduly compete against long established Visitacion Valley neighborhood commercial districts along Leland Avenue.*

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

*The Project accommodates new development on land that is underutilized and improvements that are dilapidated. While it would remove existing housing, the housing will be replaced by significantly improved housing in a neighborhood pattern much more similar to the rest of Visitacion Valley than what exists today. Existing tenants will be actively engaged in the relocation planning process and will be offered on-site relocation opportunities as part of a larger community building strategy employed by HOPE SF to preserve the cultural and economic diversity of the neighborhood. . Outside of the boundaries of the Housing Authority site*

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

*The Project is a part of the Hope SF, the Mayor's signature anti-poverty initiative aimed at eradicating intergenerational poverty. As noted above, existing affordable units will be demolished and replaced with significantly improved units at the same affordable levels as the units removed. Along with replacement units for extremely low income households, about 295 additional affordable units for low income households are also proposed.*

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

*The Project anticipates and accommodates new transit as planned through the City's Muni Forward Project. Design of streets and bus stops will include bus bulbs and bus shelters; street cross sections and corner design will assure sufficient space for bus travel. Moreover, the Project includes the creation of a pedestrian-oriented street and open space network that will encourage alternative modes of transportation. The Project will provide less than one-to-one parking, further encouraging travel by other modes of travel other than by single-occupancy vehicle.*

5. 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 would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. Construction activity generated by the Project, however, will support these sectors.*

6. That the City achieves the greatest possible preparedness to protect against injury and loss of life in an earthquake.

*All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.*

7. That landmarks and historic buildings be preserved.

*The Project would not accommodate the removal, demolition, or of any known landmark or historic building.*

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

*On balance, the Project would improve the City's open space and park system and would not adversely effect parks access to sunlight and vistas. The project includes providing roughly 3.5 acres of additional parks to the City's overall park system. The site is immediately adjacent to and downslope to Herz Playground and McLaren Park. Because the proposal does include constructing buildings immediately across the street from the park, new shadows will be created on the park.. However, the EIR has shown that the new shadows would not cause a significant adverse effect. Given that additional parks and accessible green space is being added by the*

Exhibit A to Motion No.  
Hearing Date: November 17, 2016

Case No. 2010.0305 E  
Sunnydale Hope SF Master Plan

*Project, and the impacts of the proposed development on Herz Playground and McLaren Park are limited, on balance, the Project is consistent with this General Plan Priority Finding.*



# Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2019 MAR 5 PM 2:04  
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 [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Topic 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 the Imperative Form.**

Sponsor(s):

Supervisor Shamann Walton

Subject:

The text is listed:

Acquisition of Real Property for \$25,000 plus associated transaction and closing costs to not to exceed \$25,000 - 493 Sunrise Way, San Francisco - Department of Public Works

Signature of Sponsoring Supervisor: [ ]

For Clerk's Use Only

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Wei San Deng and Jenny H.J. Deng</b>	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use <b>additional pages as necessary.</b>	
<ol style="list-style-type: none"> <li>1. NA</li> <li>2. NA</li> <li>3. Wei San Deng (50%) and Jenny H.J. Deng (50%)</li> <li>4. NA</li> <li>5. No political committees sponsored or controlled.</li> </ol>	
Contractor address: 493 Sunrise Way, San Francisco, CA 94132	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: Not to Exceed \$50,000
Describe the nature of the contract that was approved: Purchase and Sale Agreement for subset of 493 Sunrise Way (Block/Lot 6374/023) for use in extending Sunrise Way into the Sunnydale Housing project as part of large scale redevelopment project.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

\_\_\_\_\_  
Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed