

File No. 200064

Committee Item No. _____

Board Item No. 60

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: January 28, 2020

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- Mitigation Monitoring and Reporting Program - 05/2017
- Tax Certificates - 01/10/20
- Parcel Maps

Prepared by: Lisa Lew

Date: January 24, 2020

Prepared by: _____

Date: _____

1 [Parcel Map 9640 - 1629 Market Street Project]

2
3 **Motion approving Parcel Map 9640, relating to portions of the 1629 Market Street**
4 **Project, a merger and four-lot subdivision in the City and County of San Francisco;**
5 **approving two Public Improvement Agreements related to the Parcel Map; and**
6 **acknowledging findings pursuant to the General Plan, and the eight priority policies of**
7 **Planning Code, Section 101.1.**

8
9 WHEREAS, The 1629 Market Street site is an approximately 2.2 acre area generally
10 between Market, 12th, Chase Court, and Brady Streets; and

11 WHEREAS, The 1629 Market Street Project is a mixed use development that will
12 include on-site affordable units; and

13 WHEREAS, Specifically, the Project includes approximately 484 residential units
14 consisting of a mix of market rate and on-site BMR units, a stand-alone building with
15 approximately 100 but not less than 95 affordable supportive housing units, a 32,100 square
16 foot replacement union facility use, approximately 13,000 square feet of ground-floor
17 retail/restaurant use, up to 316 parking spaces in a sub-grade garage, and approximately
18 33,500 square feet of open space consisting of approximately 23,400 square feet of privately-
19 owned, publicly accessible, open space, and approximately 10,000 square feet of common
20 open space for residential uses; and

21 WHEREAS, The Board of Supervisors acknowledges the findings made by the
22 Planning Department, in a letter dated October 4, 2019, that the tentative map complies with
23 the applicable provisions of the Planning Code and, on balance, is consistent with the
24 objectives and policies of the General Plan, and the eight priority policies of Planning Code,
25 Section 101.1; and

1 WHEREAS, The Planning Department letter is on file with the Clerk of the Board of
2 Supervisors in File No. 200064; and

3 WHEREAS, Because the Subdivider has not completed the required public
4 improvements associated with this Parcel Map, completion of certain improvements (that will
5 be associated with a subsequent lot line adjustment merging into a single combined lot: Lot 1
6 (as shown on this Parcel Map), with Assessor's Parcel Block No. 3505, Lot Nos. 048
7 and 032A, will be deferred, and certain conditions have not been fulfilled at the time of the
8 filing of this Parcel Map, the Subdivision Code requires that the Subdivider and City enter into
9 a Public Improvement Agreement to address these requirements; and

10 WHEREAS, The Public Works Director, in Public Works Order No. 202513, dated
11 January 16, 2020, recommends that the Board of Supervisors approve Parcel Map 9640 and
12 the two Public Improvement Agreements associated with this Map; and

13 WHEREAS, The Public Works Order and Public Improvement Agreements are on file
14 with the Clerk of the Board of Supervisors in File No. 200064, and are incorporated herein by
15 reference; and

16 WHEREAS, In said Public Works Order, the Public Works Director recommends that
17 the Board of Supervisors, on behalf of the public, accept the Offer of Dedication of Lot A, as
18 shown on the Parcel Map, including a grant deed for this Lot, for sidewalk and public access
19 purposes; and

20 WHEREAS, The Public Works Director also recommends that the Board of
21 Supervisors, on behalf of the public, conditionally accept the Offers of Improvements,
22 including improvements on Lot A, subject to the City Engineer's issuance of a Notice of
23 Completion and further Board of Supervisors action; now therefore, be it

24 MOVED, That the certain map entitled "PARCEL MAP 9640, Being a Merger and Four
25 Lot Subdivision of that Certain Real Property Described in that Correction Deed Recorded

1 September 29, 2011, Document No. 2011-J278924, Official Records, in that Certain
2 Judgment Recorded March 26, 2019, Document No. 2019-K747728, Official Records, Being a
3 Portion of Mission Block No. 13, City and County of San Francisco, State of California,
4 comprising 5 sheets," is hereby approved, subject to the conditions specified in this motion,
5 and said map is adopted as an Official Parcel Map No. 9640; and, be it

6 FURTHER MOVED, That the Board of Supervisors hereby approves the two Public
7 Improvement Agreements associated with this Parcel Map and authorizes the Director of
8 Public Works and the City Attorney to execute and file the Agreements (and the subsequent
9 improvement agreement associated with the lot line adjustment, as described in the Lots 1
10 and 2 Public Improvement Agreement), in the Official Records of the City and County of San
11 Francisco; and, be it


12 FURTHER MOVED, That the Board of Supervisors, on behalf of the public,
13 conditionally accept the Offer of Dedication of Lot A, as shown on the Parcel Map, including a
14 grant deed for this Lot, for sidewalk and public access purposes; and, be it

15 FURTHER MOVED, That the Board of Supervisors, on behalf of the public,
16 conditionally accepts the two Offers of Improvements, including improvements on Lot A,
17 subject to the City Engineer's issuance of a Notice of Completion and further Board actions;
18 and, be it

19 FURTHER MOVED, That the approval of this Parcel Map also is conditioned upon
20 compliance by Subdivider with all applicable provisions of the California Subdivision Map Act,
21 California Government Code Sections 66410 et seq., and the San Francisco Subdivision
22 Code and amendments thereto; and, be it

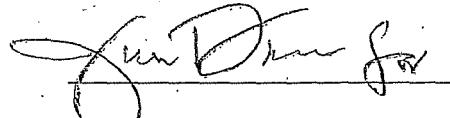
1 FURTHER MOVED, That the Board of Supervisors hereby authorizes the Director of
2 Public Works to enter all necessary recording information on the Parcel Map and authorizes
3 the Clerk of the Board of Supervisors to execute the Clerk's statement as set forth herein.
4

5 DESCRIPTION APPROVED:

6 
7 _____

8 Bruce R. Storrs, PLS
9 City and County Surveyor

RECOMMENDED:

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11 _____

12 Mohammed Nuru
13 Director of Public Works
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SAN FRANCISCO PLANNING DEPARTMENT

October 4, 2019

Subdivision and Mapping
Bureau of Street Use and Mapping
San Francisco Public Works
1155 Market Street
San Francisco, CA 94103

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Record Number: 2018-007924SUB, 2018-007934LLA (DPW Project ID#9640)
Project Address: 1629 Market Street Mixed-Use Project

20 12th St (3505/001)	41 Brady St (3505/031A)
0 12th St (3505/007)	1629-1645 Market St (3505/032)
1125 Stevenson St (3505/008)	1621-1627 Market St (3505/032A)
53 Colton St (3505/027)	1615-1617 Market St (3505/033)
53-61 Colton St (3505/028)	1613 Market St (3505/033A)
0 Colton St (3505/029)	0 Market St (3505/035)
76-82 Colton St (3505/031)	

BACKGROUND

On October 19, 2017, at a duly noticed public hearing, the Planning Commission adopted Motion No. 20034, approving CEQA findings and certified the FEIR under Motion No. 20033. At the same hearing, the Commission recommended approval of General Plan Amendments and findings under Resolution No. 20035, Zoning Map Amendments, Text Amendments, establishing the 1629 Market Street Special Use District under Resolution No. 20036, and Development Agreement under Resolution No. 20037. The Commission also adopted findings relating to the approval of a Conditional Use Authorization and Planned Unit Development on the subject properties under Motion No. 20038.

On December 12, 2017, at a duly noticed public hearing, the San Francisco Board of Supervisors adopted Ordinance No. 242-17 approving a Development Agreement for 1629 Market Street Mixed-Use Project and authorizing the Planning Director and Director of the Mayor's Office of Housing and Community Development to execute this Agreement on behalf of the City (the "Enacting Ordinance"). The Enacting Ordinance took effect on January 14, 2018. The following land use approvals, entitlements, and permits relating to the Project were approved by the Board of Supervisors concurrently with the Development Agreement: General Plan Amendment and findings (Board of Supervisors Ord. No. 243-17), Zoning Map Amendments, Text Amendments, and 1629 Market Street Special Use District, (Board of Supervisors Ord. No. 241-17).

ACTION

The Planning Department approves the proposed Tentative Subdivision Map 9640 for the 1629 Market Street Mixed-Use Project as submitted.

October 4, 2019

FINDINGS

The Planning Department hereby finds that the proposed Tentative Subdivision Map complies with the applicable provisions of the Planning Code, to be consistent with the General Plan and the Priority Policies of Planning Code Section 101.1(b), and to be consistent with the Project as defined in the Development Agreement.

Pursuant to CEQA Guidelines § 15162, the Department finds that the Tentative Map is consistent with and within the scope of the Project analyzed in the FEIR, and that (1) no substantial changes are proposed in the Project and no substantial changes have occurred with respect to the circumstances under which this Project will be undertaken that would require major revisions to the FEIR due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified effects and (2) no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified as complete shows that the project will have any new significant effects not analyzed in the FEIR, or a substantial increase in the severity of any effect previously examined; or that new mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, or that mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment.

The Department has considered the entire record to determine, pursuant to Subdivision Map Act, Gov't Code § 66474(a)-(g), whether any of the criteria exist that would require denial of the Tentative Subdivision Map and finds that none of the criteria exist. The Department also determined pursuant to Gov't Code § 66412.3 and § 66473.1, that the proposed subdivision will facilitate the development of housing and provide for future natural heating or cooling opportunities to the extent feasible.

The San Francisco Planning Department makes the findings below pursuant to Subdivision Map Act, Gov't Code § 66474(a)-(g):

- (a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

The Tentative Subdivision Map is consistent with the General Plan and the Market & Octavia Planning Area for the reasons set forth in Planning Commission Resolution Nos. 20035 and 20038.

- (b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The Tentative Subdivision Map, together with the provisions for its design and improvement, is consistent with the San Francisco General Plan and the Market & Octavia Planning Area for the reasons set forth in Planning Commission Resolution Nos. 20035 and 20038.

- (c) That the site is not physically suitable for the type of development.

The site is physically suitable for the type of development. The FEIR evaluated potential environmental impacts associated with the development. All required mitigation measures identified in the Mitigation Monitoring and Reporting Program will be applied to the Project.

October 4, 2019

- (d) That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the density of development which proposes: up to 584 proposed residential units, 32,100 square feet of union facility use, 13,000 square feet of ground-floor retail/restaurant use, and 33,500 square feet of publicly-accessible and residential open space, 316 parking spaces and new privately-owned publicly-accessible open space.

- (e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The FEIR incorporates a comprehensive evaluation of biological resources, including fish and wildlife and their habitat. All feasible and applicable mitigation measures identified in the MMRP will be applied to the Tentative Subdivision Map.

- (f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems. Issues of public health, including, for example, geotechnical and soils stability, hazards and hazardous materials, and air quality impacts, were evaluated in the FEIR. All feasible and applicable mitigation measures identified in the MMRP will be applied to the Tentative Subdivision Map.

- (g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Neither the design of the subdivision nor the type of improvements will conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision. No such public easements for use or public access would be adversely affected by the proposed subdivision, and the Subdivider will be required to provide new easements as a condition of approval of the map as necessary for public access and use.

Pursuant to Subdivision Map Act, Gov't Code § 66412.3 and § 66473.1, the Department finds that the proposed subdivision with associated development complies with said criteria in that:

October 4, 2019

- (a) In carrying out the provisions of this division, each local agency shall consider the effect of ordinances and actions adopted pursuant to this division on the housing needs of the region in which the local jurisdiction is situated and balance these needs against the public service needs of its residents and available fiscal and environmental resources.

The Tentative Subdivision Map is associated with a project that proposes up to 584 proposed residential units on an under-utilized land for needed housing, commercial space, and open space. The development will balance housing with new and improved infrastructure, related public benefits and employment opportunities generated. The design of the proposed subdivision will complement the existing neighborhood character and the development of housing will not adversely impact the City's fiscal and environmental resources for its residents.

- (b) The design of a subdivision for which a tentative map is required pursuant to Section 66426 shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

The design of the proposed subdivision will provide, to the extent feasible, future passive or natural heating or cooling opportunities in the subdivision. The Project would build a transit-oriented development that is committed to sustainable design through efficient building systems and environmentally-conscious construction materials and methods. The site layout, including location, orientation and massing of structures on the site has been designed to maximize solar access.

City and County of San Francisco

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

San Francisco Public Works



2020 JAN 17 AM 11:29

GENERAL - DIRECTOR'S OFFICE

City Hall, Room 348

1 Dr. Carlton B. Goodlett Place, S.F., CA 94102

(415) 554-6920 ■ www.SFPublicWorks.org

[Handwritten signature]



London N. Breed, Mayor
Mohammed Nuru, Director

Public Works Order No: 202513

RECOMMENDING APPROVAL OF PARCEL MAP 9640, BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-J278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS, BEING A PORTION OF MISSION BLOCK NO. 13, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

1. The 1629 Market Street site is an approximately 2.2 acre area generally between Market, 12th, Chase Court and Brady Streets. The 1629 Market Street Project is a mixed use development that will include on-site affordable units. Specifically, the Project includes approximately 484 residential units consisting of a mix of market rate and on-site BMR units, a stand-alone building with approximately 100 but not less than 95 affordable supportive housing units, a 32,100 square foot replacement union facility use, approximately 13,000 square feet of ground-floor retail/restaurant use, up to 316 parking spaces in a sub-grade garage, and approximately 33,500 square feet of open space consisting of approximately 23,400 square feet of privately-owned, publicly accessible, open space and approximately 10,000 square feet of common open space for residential uses.
2. On November 25, 2019, the Director of Public Works ("Director") adopted Public Works ("PW") Order No. 202283 approving Tentative Parcel Map No. 9640 ("Tentative Parcel Map") for the merger and re-subdivision of APNs: Block 3505 lots: 001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A and 035, for purposes of development.
3. The Director determined that the Tentative Parcel Map was subject to the mitigation measures adopted by the Planning Commission pursuant to Motion No. 20034. The Planning Commission, by Motion No. 20033, certified the Final Environmental Impact Report ("FEIR") for the 1629 Market Street Project, prepared pursuant to the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.). Since the FEIR and the Project were approved in the fall of 2017, the Planning Department has determined, by letter dated October 4, 2019, there have been: i) no substantial changes to the Project; ii) no substantial changes with respect to the surrounding circumstances; and iii) no new information of substantial importance, that would result in new or more severe significant impacts than were addressed in the FEIR. Accordingly, no supplemental or subsequent EIR or other environmental review is required.



San Francisco Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

4. By letter dated December 17, 2019, a supplemental update to PW Order No. 202283 was issued attaching the correct and updated version of the tentative map conditions ("Corrected Conditions"). The Corrected Conditions supersede the Tentative Parcel Map conditions previously approved by PW Order No. 202283.
5. An application was filed for a parcel map as described above. Said map is referred to hereafter as the "Parcel Map". Lot 1, Lot 2 and Lot 3 are for residential and commercial uses and Lot A is intended for sidewalk dedication.
6. The Planning Department, by letter dated October 4, 2019, found that the subdivision, on balance, is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1, is consistent with the Project as defined in the Development Agreement By and Between the City and County of San Francisco and Strada Brady, LLC, adopted per Ordinance No. 242-17 9 (the "Development Agreement"), and related project approvals and that none of the conditions in Government Code Section 66474(a)-(g) exist.
7. The Improvement Plans have been thoroughly evaluated by all affected City agencies. Moreover, the Project itself, as to which the Improvement Plans are an implementing approval, was subject to thorough public review and comment as part of the approval of the Development Agreement, FEIR and other Project approvals, including the design for development. Further, the Improvement Plans are consistent with the Tentative Parcel Map.
8. Because the subdivider has not completed the required public improvements associated with this Parcel Map and certain conditions have not been fulfilled at the time of the filing of this Parcel Map, the San Francisco Subdivision Code requires that the Subdivider and the City enter into a public improvement agreement(s) to address this requirement. The Subdivider(s) executed two Public Improvement Agreements to address this requirement (one for the Lot 3 - Colton Street area improvements and the other for the Lots 1 and 2 area improvements) and has provided security pursuant to each Agreement as required under the Subdivision Code. The PW Director recommends that the Board of Supervisors approve the Public Improvement Agreements and authorize the PW Director and City Attorney to execute and file the Agreements in the Official Records of the City. As authorized by the Lots 1 and 2 Public Improvement Agreement, the Director recommends: deferral of the requirement to obtain an improvement agreement (to be administratively approved by the Director), for certain street improvements that will be associated with the development following a subsequent lot line adjustment merging into a single combined lot: Lot 1 (as shown on the Parcel Map) with APN 3505-048 and APN 3505-032A, including street improvements on Market Street, Colton Street, and also for the Mazzola Gardens improvements. Subdivider has provided bonds in conjunction with the Public Improvement Agreements pertaining to this Parcel Map to secure the construction of public improvements, including any deferred improvements.

9. As authorized by the Public Improvement Agreement (Lots 1 and 2), the Director recommends deferral of the certain street improvements on Market Street, Colton Street, and also for the Mazzola Gardens improvements, in accordance with the terms of a Notice of Special Restrictions (the "NSR"), being recorded concurrent with the Parcel Map. The deferral will align the timing of these street and open space improvements with the development of building "B" which is part of the next phase of the project development, and is not part of the Parcel Map. The NSR requires that a subsequent improvement agreement be executed and security provided for the construction of such street and open space improvements, at the time a lot line adjustment is recorded merging into a single combined lot: Lot 1 (as shown on the Parcel Map) with APN 3505-048 and APN 3505-032, pursuant to which lot line adjustment said building "B" would be constructed. The NSR also addresses the Subdivider's payment of its fair share contribution for certain 12th Street improvements.

It is further determined as follows with respect to the deferral of such street and open space improvements:

- a. Application of the Subdivision Code and Subdivision Regulation to require such street and open space improvements at this time with this Parcel Map would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project approvals and City Regulations.

The street improvements are associated with Building B, which will be constructed in a subsequent phase of the project and are not necessary for the current phase of the project. Further requiring such street and open space improvements at this stage would cause significant conflicts with Project construction. Imposition of a requirement to construct these improvements at this time would therefore not be appropriate.

- b. *Granting such deferral will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.*

The exception will not be materially detrimental to the public welfare or impact other property. The Subdivider and the City will enter into a NSR, and, pursuant thereto and the terms of the Public Improvement Agreement (Lots 1 and 2), will enter into a separate improvement agreement to address its respective responsibilities with respect to the deferred street improvements and open space. The NSR will also address payment of its fair share contribution for certain 12th street improvements in accordance with the project approvals. With the incorporation of these conditions, the deferral will not be materially detrimental to the public welfare or injurious to other property in the area.

- c. *Granting the deferral exception will not be contrary to the Project Documents or City Regulations.*

Granting the exception will not be contrary to the 1629 Market Street project documents or City Regulations. Rather, the exception will implement the project in a manner consistent with the project documents.

d. *The deferral is not in violation of the Map Act.*

The Map Act does not prevent the proposed timing of the street and open space improvements, and therefore is not in violation of the Map Act.

10. The Parcel Map includes offers of improvements required by the Public Improvement Agreements, and an offer of dedication in fee of Lot A (for sidewalk purposes), as shown on the Parcel Map. The PW Director recommends that the Board of Supervisors conditionally accept on behalf of the public the offers of improvements as required by the Public Improvement Agreements, subject to the City Engineer's issuance of a Notice of Completion for the improvements and subsequent Board of Supervisors action. The PW Director further recommends that the Board of Supervisors acknowledge that the Director of the Division of Real Estate shall accept the offer of dedication.
11. The PW Director and County Surveyor find that the Parcel Map is consistent with the requirements and conditions imposed by the Subdivision Map Act, California Government Code Sections 66410 et seq., the San Francisco Subdivision Code, and the Tentative Parcel Map, and substantially conforms to the Revised Tentative Map.
12. The PW Director, City Engineer, and County Surveyor recommend that the Board of Supervisors approve the Parcel Map subject to the conditions specified herein.

Attachments & Transmittals

- I. ATTACHMENT 1, Enlarged Copy of Map Notes Included on Parcel Map 9640.
- II. Transmitted herewith are the following:
 - i. Four (4) paper copies of the Motion approving said map - one (1) copy in electronic format.
 - ii. One (1) mylar signature sheet and one (1) paper set of the "Parcel Map No. 9640", each comprising 5 sheets.
 - iii. One (1) copy of the Tax Certificates from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
 - iv. One (1) copy of the offer of improvements described on each of Public Improvement Agreements provided with the Parcel Map.
 - v. One (1) copy of the offer of dedication of Lot A, as described on the Parcel Map.
 - vi. One (1) copy of the Grant Deed of Lot A, as described on the Parcel Map

- vii. One (1) copy of the letter from the Planning Department, dated October 4, 2019, verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in Planning Code Section 101.1, and the project approvals.
- viii. One (1) copy of the Public Improvement Agreement (1629 Market – Lots 1 and 2).
- ix. One (1) copy of the Public Improvement Agreement (1629 Market – Colton Street, Colusa Place and Chase Court).

It is recommended that the Board of Supervisors adopt this legislation.

X DocuSigned by:
Bruce Storrs

Storrs, Bruce 97ABC41507B0494...
City and County Surveyor

X DocuSigned by:
Suzanne Suskind

Suskind, Suzanne 9819FDB7F6564EA...
Acting City Engineer and Deputy Director of...

X DocuSigned by:
Julia Dawson

Dawson, Julia
Acting Director

PUBLIC IMPROVEMENT AGREEMENT
(1629 MARKET STREET- LOTS 1 AND 2)

This PUBLIC IMPROVEMENT AGREEMENT (1629 Market Street – Lots 1 and 2) (this "**Agreement**") dated for reference purposes only as of _____, 2020, is entered into as of _____, 2020 (the "**Effective Date**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California ("**City**") and MARKET STREET 1629 VENTURES, LP, a Delaware limited partnership, its successors and assigns ("**Subdivider**").

RECITALS

A. Subdivider and City are parties to the Development Agreement dated as of April 17, 2018, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on April 25, 2018, as Document No. 2018K607299 (the "**DA**").

B. Subdivider is engaged in subdividing the property that is subject to proposed "Parcel Map No. 9640 ("**Parcel Map**") consisting of approximately 2.2 acres, as shown therein ("**Property**"). A tentative map application, No. 9640, for a tentative map entitled "Tentative Phased Final Map A Merger and 8 Lot Subdivision in 2 Phases, Lots 1, 2 and 5-8 Being a Vertical Subdivision" ("**Tentative Map**"), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works ("**Director**" with references to Director also including the Director's designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act ("**Advisory Agency**"), subject to certain requirements and conditions contained in the Director's corrected Conditions of Approval dated December 17, 2019 ("**Conditions of Approval**").

C. Pursuant to the San Francisco Subdivision Code (the "**Code**") and the San Francisco Subdivision Regulations ("**Subdivision Regulations**"), the Tentative Map, and the Conditions of Approval, the Developer, on the Parcel Map, or by separate instrument, irrevocably offers the public improvements, as described herein.

D. Under Public Works Order No. 202283 no exceptions and modifications to the Code and Subdivision Regulations pertaining to design and construction of Phase 1 Infrastructure was granted and no deferral of improvements except as described in the Public Works Order for the Parcel Map, and as provided in Section 2(c)(ii) below.

E. Pursuant to the DA, Subdivider is obligated to construct horizontal infrastructure and public improvements in the public right of way as described in Exhibit C to the DA, the Project Open Space and Streetscape Plan, as may be amended from time to time, and the Tentative and Parcel Map. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the "**Plans and Specifications**"). The forms of infrastructure mentioned above collectively comprise the Required Infrastructure. The estimated costs of completing the Required Infrastructure are described in Section 3 (Improvement Security) (the "**Estimated Costs**"). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works ("**Public Works**").

F. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, but subject to the Memorandum of Ground Lease dated January 1, 2018 and recorded January 30, 2018, as Document 2018-K573634-00 (the "**Ground Lease**") all of such public improvements within a definite period of time and provided appropriate security to ensure improvement securities to secure satisfactory completion of the work.

G. The City and the Subdivider, desire to enter into this Agreement in order to permit the approval and recordation of the Parcel Map by the City, to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DA.

H. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DA, (iii) the Subdivision Regulations, and (iv) the Plans and Specifications.

NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A.

(b) Completion. Subdivider shall complete the Required Infrastructure in accordance with Section 6(a) below on or within two (2) years following the recordation of the Parcel Map. The period of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a).

(ii) The Public Works Order for the Parcel Map describes certain tentative map conditions have not been satisfied at the time of Parcel Map approval. These conditions relate to certain public improvements shown in Exhibit D, attached hereto. Subdivider shall enter into an improvement agreement, substantially in the form of this Agreement, as adjusted for such improvements, which Agreement shall be administratively approved and executed by the Director on behalf of the City. The improvement agreement shall

be executed prior to Subdivider completing a lot line adjustment merging into a single combined lot: Lot 1 (as shown on the Parcel Map) with APN 3505-048 and APN 3505-032A, as described in the Notice of Special Restriction executed concurrently with this Agreement.

(iii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, Subdivider shall provide all documents required pursuant to Exhibit E, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iv) At the time of a request for Acceptance of the Required Infrastructure pursuant to Section 6(b), Subdivider shall provide all the documents required pursuant to Exhibit F, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and assist in the City's process for the subsequent dedication and Acceptance of the Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, any proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

3. Improvement Security.

(a) Security. Subdivider has furnished and delivered to the Director bonds, in favor of the City, in the form attached as Exhibit G-1 and G-2 and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure as follows:

(i) Performance bonds in the amount of **\$1,156,419** (100% of estimated cost of completion of the construction and installation of Required Infrastructure as determined by the DPW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit G-1); and

(ii) A payment bond or other acceptable security in the amount of **\$578,209.50** (50% of the estimated cost of completion of the Required Infrastructure as determined by the DPW Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (Exhibit G-2).

(iii) Monument bonds [not required as monuments will have already been set].

(b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(b) shall be referred to collectively as the "**Security**".

(c) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(b) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(d) DA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DA. Nothing in this Agreement shall alter the City or Subdivider's rights and remedies under the DA or require duplicative security for the same improvements..

4. Construction of the Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made upon Subdivider's determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay or Developer Extension, as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DA, if applicable, (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a "**Plan Revision**") shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by

Public Works and until revised plans have been received and approved by the Director (or the Director's designee). If the Director or his or her designee approves an instructional bulletin, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Streetscape Plan amendments or other related documentation required for a Plan Revision, if any, shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, [or if applicable for setting monuments set forth on the Parcel Map] (a form of bond for such monuments is appended hereto as Exhibit G-3), shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion of the Required Infrastructure in accordance with Section 1770 of the Code. As to that portion of the Required Infrastructure, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(c), and after written request from the Subdivider, the Security may be reduced in conjunction with completion of any portion of the

Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof to an amount determined by the Director that equals the actual cost of the completed portion of the Required Infrastructure. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity regarding) the relevant portion the Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Required Infrastructure in accordance with Section 8(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval

of this Agreement, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. "**Acceptance**" by the City of the Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Required Infrastructure, or portion thereof in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c); and

(iii) The Board of Supervisors by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under and Section 9(a) of this Agreement.

(c) Offers of Dedication. The owners' statements of the Parcel Map include or shall include certain irrevocable offers of dedication of improvements. In addition, the offers of dedication of improvements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept, or reject such offers. The Board of Supervisors

shall by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure (or a portion of the Required Infrastructure) in accordance with Subsection 6(b). Upon the Director's issuance of a Notice of Completion for the Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers.

(d) Dedication. In addition to accepting improvements, the City shall, dedicate the Required Infrastructure to public use and shall designate them for their appropriate public uses. Deferred Mazzola Gardens improvements, described in Exhibit D, will be subject to a public access easement and not publicly dedicated.

(e) Temporary Facilities and Private Infrastructure Shall Not Be Publicly Dedicated. [None]

7. Subdivider's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure and shall bear the liability regarding the same consistent with the Code.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure. City shall indemnify Subdivider and Master Developer and the officers, agents and employees of each of them from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties ("**Losses**") to the extent first arising from and after City's Acceptance of any applicable portion of the Required Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of Subdivider, or a party for whom Subdivider is liable. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City. Without limiting the generality of the foregoing, nothing in this

Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Required Infrastructure damaged by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, or any agent or agency of either.

(c) Privately Maintained Public Infrastructure and Private Infrastructure. [None]

(d) Protection of Required Infrastructure. Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted. In order to protect the Required Infrastructure from damage and to minimize Subdivider's exposure to liability until such time as the applicable Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Required Infrastructure, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Intentionally Deleted.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of any defects. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a "**Warranty Period**") of one (1) year commencing upon the issuance of a Notice of Completion for the Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials

and trees planted as part of the Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that a plant establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider's Security, reduced as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, or any agent or agency of either.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA. Consistent with the DA, the indemnity provided in Section 4.7 of the DA shall apply to all work performed under this Agreement. DA Section 4.7 is reproduced here and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DA Section 4.7. In the event of any difference between the text of DA Section 4.7 of the DA and the reproduction herein, the DA shall govern.

Sec 4.7 of the DA: Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Federal or State Laws, the Existing Standards or any

permitted New City Laws, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four (4) years.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

10. Miscellaneous.

(a) Parcel Map Recordation. The City, in accordance with the Code, shall record the Parcel Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors' approval of the Parcel Map. The City shall notify Subdivider of the time of recordation. In the event the Parcel Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City.

(c) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 11.5 of the DA, which is reproduced below. In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

11.5. Extension Due to Legal Action or Referendum; Excusable Delay.

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.5.2 "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws;

strikes or the substantial interruption of work because of labor disputes; inability to obtain materials or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any "Litigation Extension" as defined in Section 11.5 of the DA (which is reproduced in Section 10(c) of this Agreement) and subject to compliance with the Mitigation Measures (as defined in the DA). In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

(e) Notification for Invocation of Developer Extension. In the event that Subdivider invokes the Litigation Extension, Subdivider shall promptly provide written notice to the Director. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Subsection 2(b) of this Agreement.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(f) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(g) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Director of Public Works:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel
Reference: 1629 Market Phase One

And in the case of a notice or communication to the Subdivider:

Market Street 1629 Ventures, LP,
c/o Strada Investment Group
101 Mission Street, Suite 420
San Francisco, CA 94105
Attn: Michael Cohen

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

- (A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;
- (B) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (C) if approval is being requested, shall be clearly marked "Request for Approval under the 1629 Market Phase One Public Improvement Agreement"; and
- (D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "1629 MARKET INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED."

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider's rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DA as "Developer" (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director's approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to the City under the DA; (2) Subdivider provides to the Director a copy of the executed DA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits G-1 and G-2 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(i) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Development Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure.

(j) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(k) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(l) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(n) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1751.2(b) of the Code. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DA and/or any applicable

Permit to Enter. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

12. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(h).

(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall record a Notice of Termination. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Required Infrastructure necessary to serve the parcel, whether: (i) all Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

IN WITNESS WHEREOF, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

Market Street 1629 Ventures, LP

By: 

Name: Michael Cohen

Its: President

CITY AND COUNTY OF SAN FRANCISCO

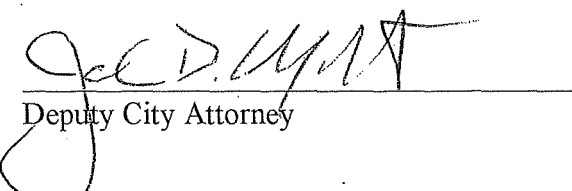
By: Mohammed Nuru

Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA

CITY ATTORNEY


Deputy City Attorney

LIST OF EXHIBITS

Exhibit A - Plans and Specifications

Exhibit B - Estimated Costs

Exhibit C - Documents required with Public Improvement Agreement

Exhibit D - Deferred Improvements

Exhibit E - List of documents required by City in order to issue a Notice of Completion

Exhibit F - List of documents required by the City in order to make a Request for Acceptance

Exhibit G-1 - Performance Bond

Exhibit G-2 - Payment Bond

EXHIBIT A

Plans and Specifications

The Street Improvement Permit Plans, prepared by BKF Engineers, entitled and dated as follows:

"1613 – 1617 Market Street, Street Improvement Permit Plans", dated 8/23/19;

"1 Brady Street, Building A – Street Improvement Permit Plans", dated 8/21/19; and

"1125 Stevenson Street, Building D – Street Improvement Permit Plans", dated 8/21/19.

EXHIBIT B

Estimated Costs

See Section 3(a)

EXHIBIT C

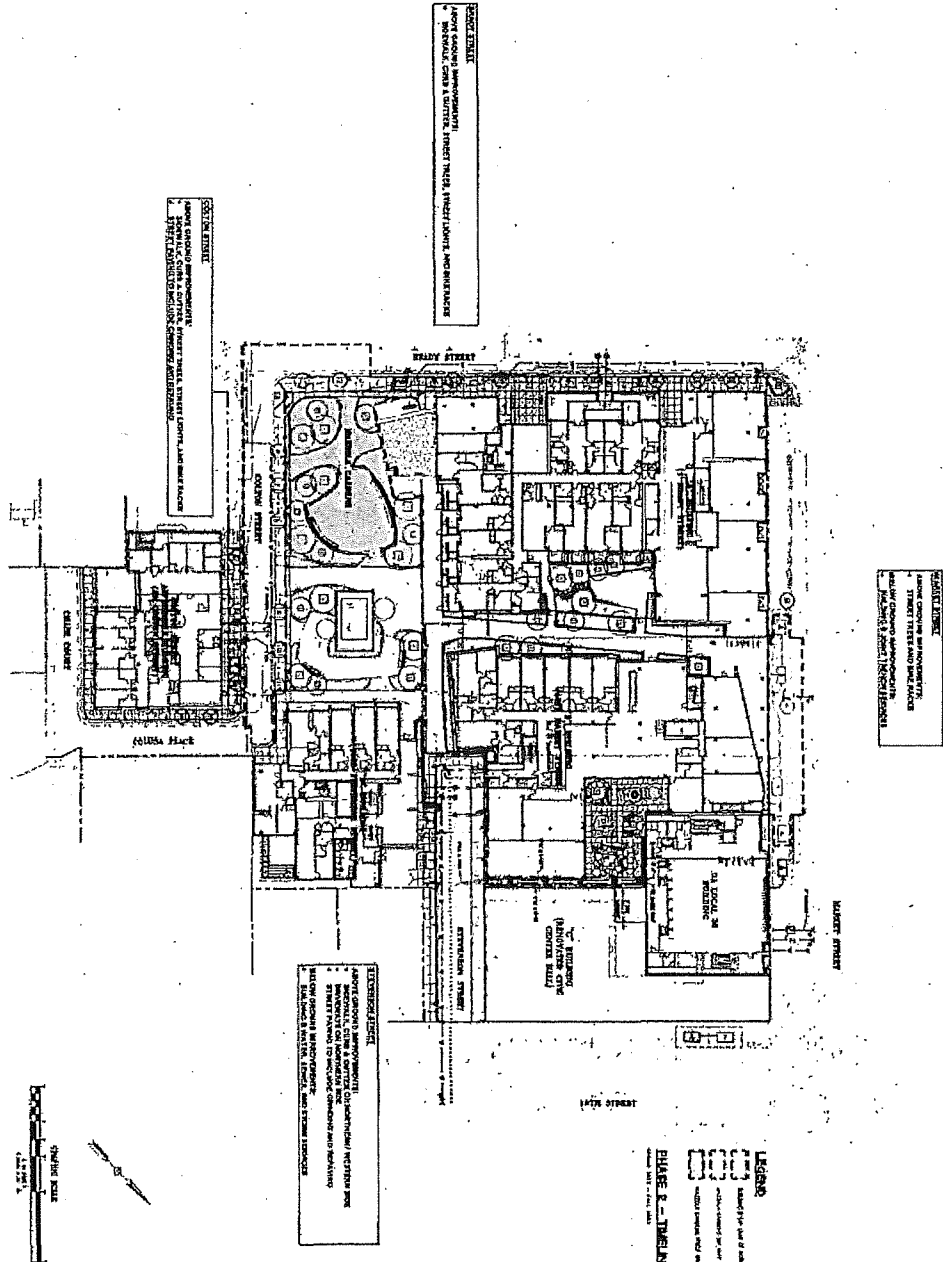
Documentation Required for Public Improvement Agreement

1. Approved Street Improvement Permit
2. Offer of improvements
3. Offer of dedication including quitclaim deed – N/A
4. Public easement agreements N/A
5. Payment and performance bonds [monument bonds – N/A]
6. Maintenance matrix N/A

EXHIBIT D

Description of Deferred Street Improvements

MAYOR ED 17-42 PRIORITY PERMIT



MAYOR ED 17-42 PRIORITY PERMIT

STRADA - MARKET & BRADY

EXHIBIT E

List of documents required by City in order to issue a Notice of Completion

1. Developer Request Letter for Notice of Completeness ("NOC")
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter [as applicable]
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports [as applicable]
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports ("NCR")
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. NOC Recommendation from Public Works

EXHIBIT F

List of documents required by the City in order to make a Request for Acceptance

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale [as applicable]
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

EXHIBIT G-1

FORM: FAITHFUL PERFORMANCE BOND

1629 Market Street Project – Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and MARKET STREET 1629 VENTURES, LP (hereafter designated as "**Principal**") have entered into that certain Public Improvement Agreement 1629 Market Street - Phase 1, dated January 13, 2020 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate surety (hereinafter "**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of One Million One Hundred Fifty Six Thousand Four Hundred Nineteen and No/100 Dollars (\$1,156,419.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred

by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 13, 2020.

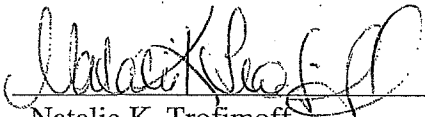
"PRINCIPAL"

Market Street 1629 Ventures, LP
a Delaware limited partnership

By: _____
Name: Michael Cohen
Title: President

"SURETY"

Atlantic Specialty Insurance Company

By: 
Natalie K. Trofimoff
Its: Attorney-in-Fact

Address: 605 Highway 169 North
Suite 800
Plymouth, MN 55441
Telephone: (952) 852-2431
Facsimile: (866) 235-0646

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

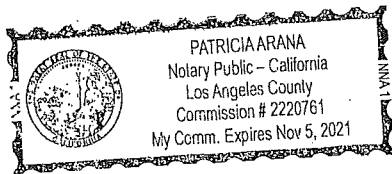
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On JAN 13 2020, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: [Handwritten Signature]
Patricia Arana, Notary Public

by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

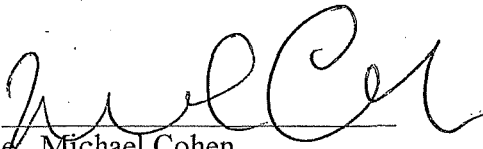
In witness whereof, this instrument has been duly executed by Principal and Surety on

January 10, 2020.

"PRINCIPAL"

"SURETY"

Market Street 1629 Ventures, LP
a Delaware limited partnership

By: 
Name: Michael Cohen
Title: President

By: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

California All-Purpose Certificate of Acknowledgment

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 }
County of San Francisco } s.s.

On January 10th 2020 before me, Ellen Aurora Weaver
Name of Notary Public, Title.

personally appeared Michael Scott Cohen
Name of Signer (1)

Name of Signer (2)

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]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Public Improvement Agreement - 1629 Market St. Lots Land 2 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____

EXHIBIT G-2

FORM: LABOR AND MATERIAL BOND

1629 Market Street Project – Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and MARKET STREET 1629 VENTURES, LP (hereafter designated as "**Principal**") have entered into that certain Public Improvement Agreement (1629 Market Street Project - Phase 1), dated January 13, 2020 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned, as corporate Surety (hereinafter "**Surety**"), are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of Five Hundred Seventy Eight Thousand Two Hundred Nine and 50/100 Dollars (\$578,209.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 13, 2020.


"PRINCIPAL"

Market Street 1629 Ventures, LP
a Delaware limited partnership

By: _____
Name: Michael Cohen
Title: President

"SURETY"

Atlantic Specialty Insurance Company

By: 
Natalie K. Trofimoff
Its: Attorney-in-Fact

Address: 605 Highway 169 North

Suite 800

Plymouth, MN 55441

Telephone: (952) 852-2431

Facsimile: (866) 235-0646

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

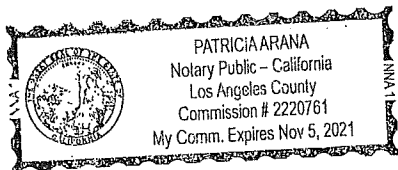
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On JAN 13 2020, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: *Patricia Arana*
Patricia Arana, Notary Public



OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: E.S. Albrecht, Jr., C.K. Nakamura, Tim M. Tomko, Noemi Quiroz, Maria Pena, Lisa L. Thornton, Patricia S. Arana, Natalie K. Trofimoff, Jessica Rosser, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

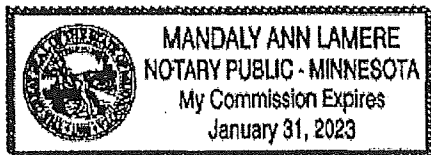
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company be affixed this twenty-ninth day of April, 2019.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mandaly Ann Lamere
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated JAN 13 2020 day of

This Power of Attorney expires
January 31, 2023



Christopher V. Jerry
Christopher V. Jerry, Secretary

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 10, 2020.

"PRINCIPAL"

"SURETY"

Market Street 1629 Ventures, LP
a Delaware limited partnership

By: 
Name: Michael Cohen
Title: President

By: _____
Its: _____

Address: _____

Telephone: _____

Facsimile: _____

California All-Purpose Certificate of Acknowledgment

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

County of San Francisco

s.s.

On January 10th 2020 before me, Ellen Aurora Weaver

Name of Notary Public, Title

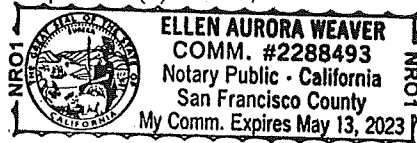
personally appeared Michael Scott Cohen

Name of Signer (1)

Name of Signer (2)

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]

Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Public Improvement Agreement - 1629 Market St. Lots 1 and 2, containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer Is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

PUBLIC IMPROVEMENT AGREEMENT

(1629 MARKET – COLTON STREET, COLUSA PLACE AND CHASE COURT)

This PUBLIC IMPROVEMENT AGREEMENT (1629 MARKET – COLTON STREET, COLUSA PLACE AND CHASE COURT) (this "**Agreement**") dated for reference purposes only as of _____, 2020, is entered into as of _____, 2020 (the "**Effective Date**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California ("**City**") and STRADA BRADY, LLC, a California limited liability company, its successors and assigns ("**Subdivider**").

RECITALS

A. Subdivider and City are parties to the Development Agreement dated as of April 17, 2018, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on April 25, 2018, as Document No. 2018K607299 (the "**DA**").

B. Subdivider is engaged in subdividing the property that is subject to proposed "Parcel Map No. 9640 ("**Parcel Map**") consisting of approximately 1.28 acres, as shown therein ("**Property**"). A tentative map application, No. 9640, for a tentative map entitled "Tentative Phased Final Map A Merger and 8 Lot Subdivision in 2 Phases, Lots 1, 2 and 5-8 Being a Vertical Subdivision" ("**Tentative Map**"), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works ("**Director**" with references to Director also including the Director's designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act ("**Advisory Agency**"), subject to certain requirements and conditions contained in the Director's corrected Conditions of Approval dated December 17, 2019 ("**Conditions of Approval**").

C. Pursuant to the San Francisco Subdivision Code (the "**Code**") and the San Francisco Subdivision Regulations ("**Subdivision Regulations**"), the Tentative Map, and the Conditions of Approval, the Developer, on the Parcel Map, or by separate instrument, irrevocably offers the public improvements, as described herein.

D. Under Public Works Order No. 202283 no exceptions and modifications to the Code and Subdivision Regulations pertaining to design and construction of the Colton Street Infrastructure was granted and no deferral of improvements except as provided in the Public Works Order for the Parcel Map.

E. Pursuant to the DA, Subdivider is obligated to construct horizontal infrastructure and public improvements in the public right of way as described in Exhibit C to the DA, the Project Open Space and Streetscape Plan, as may be amended from time to time, and the Tentative and Parcel Map. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the "**Plans and Specifications**"). The forms of infrastructure mentioned above collectively comprise the Required Infrastructure. The estimated costs of completing the Required Infrastructure are described in Section 3 (Improvement Security) (the "**Estimated Costs**"). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works ("**Public Works**").

F. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, but subject to the Memorandum of Ground Lease dated January 1, 2018, and recorded January 30, 2018, as Document 2018-K573635-00 (the "**Ground Lease**") all of such public improvements within a definite period of time and provided appropriate security to ensure improvement securities to secure satisfactory completion of the work.

G. The City and the Subdivider, desire to enter into this Agreement in order to permit the approval and recordation of the Parcel Map by the City, to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DA.

H. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DA, (iii) the Subdivision Regulations, and (iv) the Plans and Specifications.

NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A.

(b) Completion. Subdivider shall complete the Required Infrastructure in accordance with Section 6(a) below on or within two (2) years following the recordation of the Parcel Map. The period of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a).

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, Subdivider shall provide all documents required pursuant to Exhibit E, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Required

Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance of the Required Infrastructure pursuant to Section 6(b), Subdivider shall provide all the documents required pursuant to Exhibit F, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and assist in the City's process for the subsequent dedication and Acceptance of the Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, any proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

3. Improvement Security.

(a) Security. Subdivider has furnished and delivered to the Director bonds, in favor of the City, in the form attached as Exhibit G-1 and G-2 and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure as follows:

(i) Performance bonds in the amount of **\$386,737** (100% of estimated cost of completion of the construction and installation of Required Infrastructure as determined by the DPW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit G-1); and

(ii) A payment bond or other acceptable security in the amount of **\$193,368.50** (50% of the estimated cost of completion of the Required Infrastructure as determined by the DPW Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (Exhibit G-2).

(iii) Monument bonds [not required as monuments will have already been set].

(b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(b) shall be referred to collectively as the "Security".

(c) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(b) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(d) DA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DA. Nothing in this Agreement shall alter the City or Subdivider's rights and remedies under the DA or the security to be provided by Subdivider under the DA, or require duplicative security for the same improvements.

4. Construction of the Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made

upon Subdivider's determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay or Developer Extension, as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DA, if applicable, (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a "**Plan Revision**") shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee). If the Director or his or her designee approves an instructional bulletin, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Streetscape Plan amendments or other related documentation required for a Plan Revision, if any, shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, [or, if applicable, for setting monument as set forth on the Parcel Map], shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion of the Required Infrastructure in accordance with Section 1770 of the Code. As to that portion of the Required Infrastructure, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(c), and after written request from Subdivider, the Security may be reduced in conjunction with completion of any portion of the Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof to an amount determined by the Director that equals the actual cost of the completed portion of the Required Infrastructure. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity regarding) the relevant portion the Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect

or deficiency which the Director identified in the Required Infrastructure in accordance with Section 8(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

(d) Final Street Repaving. The obligation to construct the final street grinding/repaving of the Colton Street public right of way, as described in the Plans and Specification, and the Security provided under this Agreement in connection therewith, shall be released upon the execution of a subsequent (phase 2) improvement agreement that includes such improvements, and the provision of security for such improvements under said agreement. Such subsequent improvement agreement is anticipated to be executed in connection with a lot line adjustment merging into a single combined lot: Lot 1 (as shown on the Parcel Map) with APN 3505-048 and APN 3505-032A.

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to

consider issuance of a Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. "**Acceptance**" by the City of the Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Required Infrastructure, or portion thereof in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c); and

(iii) The Board of Supervisors by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under and Section 9(a) of this Agreement.

(c) Offers of Dedication. The owners' statements of the Parcel Map include or shall include certain irrevocable offers of dedication of improvements. In addition, the offers of dedication of improvements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept, or reject such offers. The Board of Supervisors shall by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure (or a portion of the Required Infrastructure) in accordance with Subsection 6(b). Upon the Director's issuance of a Notice of Completion for the Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers.

(d) Dedication. In addition to accepting improvements, the City shall, except as set forth in Section 6(e), below, dedicate the Required Infrastructure to public use and shall designate them for their appropriate public uses.

(e) Temporary Facilities and Private Infrastructure Shall Not Be Publicly Dedicated. [Colton Street pavement patching.]

7. Subdivider's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure and shall bear the liability regarding the same consistent with the Code.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure. City shall indemnify Subdivider and Master Developer and the officers, agents and employees of each of them from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties ("**Losses**") to the extent first arising from and after City's Acceptance of any applicable portion of the Required Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of Subdivider, or a party for whom Subdivider is liable. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Required Infrastructure damaged by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, or any agent or agency of either.

(c) Privately Maintained Public Infrastructure and Private Infrastructure. [None]

(d) Protection of Required Infrastructure. Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted. In order to protect the Required Infrastructure from damage and to minimize Subdivider's exposure to liability until such time as the applicable Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Required Infrastructure, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Intentionally Deleted.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of any defects. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a "**Warranty Period**") of one (1) year commencing upon the issuance of a Notice of Completion for the Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that a plant establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection,

correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider's Security, reduced as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, or any agent or agency of either.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA. Consistent with the DA, the indemnity provided in Section 4.7 of the DA shall apply to all work performed under this Agreement. DA Section 4.7 is reproduced here and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DA Section 4.7. In the event of any difference between the text of DA Section 4.7 of the DA and the reproduction herein, the DA shall govern.

Sec 4.7 of the DA: Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Federal or State Laws, the Existing Standards or any permitted New City Laws, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to

the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four (4) years.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

10. Miscellaneous.

(a) Parcel Map Recordation. The City, in accordance with the Code, shall record the Parcel Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors' approval of the Parcel Map. The City shall

notify Subdivider of the time of recordation. In the event the Parcel Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City.

(c) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 11.5 of the DA, which is reproduced below. In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

11.5. Extension Due to Legal Action or Referendum: Excusable Delay.

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.5.2 "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics or

quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any "Litigation Extension" as defined in Section 11.5 of the DA (which is reproduced in Section 10(c) of this Agreement) and subject to compliance with the Mitigation Measures (as defined in the DA). In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

(e) Notification for Invocation of Developer Extension. In the event that Subdivider invokes the Litigation Extension, Subdivider shall promptly provide written notice to

the Director. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Subsection 2(b) of this Agreement.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("**DRM**") to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(f) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(g) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Director of Public Works:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel
Reference: 1629 Market Phase One

And in the case of a notice or communication to the Subdivider:

Strada Brady, LLC
c/o Strada Investment Group
101 Mission Street, Suite 420
San Francisco, CA 94105
Attn: Michael Cohen

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

- (A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;
- (B) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (C) if approval is being requested, shall be clearly marked "**Request for Approval under the Public Improvement Agreement (1629 Market - Colton Street, Colusa Place and Chase Court)**"; and
- (D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "1629 MARKET INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED."

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider's rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DA as "Developer" (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director's approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to the City under the DA; (2) Subdivider provides to the Director a copy of the executed DA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits G-1 and G-2 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(i) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Development Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure.

(j) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(k) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(l) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(n) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1751.2(b) of the Code. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DA and/or any applicable

Permit to Enter. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

12. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(h).

(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall record a Notice of Termination. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Required Infrastructure necessary to serve the parcel, whether: (i) all Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

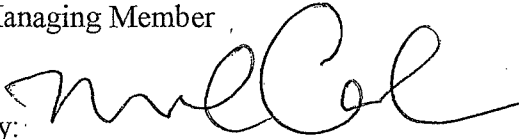
IN WITNESS WHEREOF, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

STRADA BRADY, LLC,
a California limited liability company

By: Strada Brady Member, LLC
a California limited liability company
Its: Managing Member


By: 
Name: Michael Cohen
Title: Manager

CITY AND COUNTY OF SAN FRANCISCO

By: Mohammed Nuru
Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY


Deputy City Attorney

LIST OF EXHIBITS

Exhibit A - Plans and Specifications

Exhibit B - Estimated Costs

Exhibit C - Documents required with Public Improvement Agreement

Exhibit D - None

Exhibit E - List of documents required by City in order to issue a Notice of Completion

Exhibit F - List of documents required by the City in order to make a Request for Acceptance

Exhibit G-1 - Performance Bond

Exhibit G-2 - Payment Bond

EXHIBIT A

Plans and Specifications

The improvement plans titled: "53 COLTON STREET AFFORDABLE HOUSING-STREET IMPROVEMENT PERMIT PLANS," prepared by BKF Engineers, dated December 18, 2019.

EXHIBIT B

Estimated Costs

See Section 3(a)

EXHIBIT C

Documentation Required for Public Improvement Agreement

1. Approved Street Improvement Permit
2. Offer of improvements
3. Offer of dedication including quitclaim deed – N/A
4. Public easement agreements N/A
5. Payment and performance bonds [monument bonds-n?a]
6. Maintenance matrix N/A

EXHIBIT D

Description of Deferred Street Improvements

None

EXHIBIT E

List of documents required by City in order to issue a Notice of Completion

1. Developer Request Letter for Notice of Completeness ("NOC")
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter [as applicable]
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports [as applicable]
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports ("NCR")
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. NOC Recommendation from Public Works

EXHIBIT F

List of documents required by the City in order to make a Request for Acceptance

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale [as applicable]
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

EXHIBIT G-1

FORM: FAITHFUL PERFORMANCE BOND

1629 Market Street Project – Colton Street, Colusa Place and Chase Court Required
Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and STRADA BRADY, LLC (hereafter designated as "**Principal**") have entered into that certain Public Improvement Agreement 1629 Market Street – Colton Street, Colusa Place and Chase Court), dated January 13, 2020 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate surety (hereinafter "**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Three Hundred Eighty Six Thousand Seven Hundred Thirty Seven and No/100 Dollars (\$386,737.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 13, 2020.

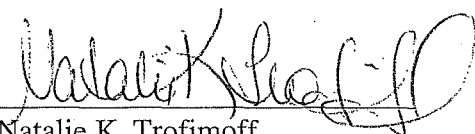
"PRINCIPAL"

"SURETY"

Strada Brady, LLC,
a California limited liability company

Atlantic Specialty Insurance Company

By: Strada Brady Member, LLC,
a California limited liability company
Its: Managing Member

By: 
Natalie K. Trofimoff
Its: Attorney-in-Fact

By: _____
Name: Michael Cohen
Title: President

Address: 605 Highway 169 North
Suite 800
Plymouth, MN 55441
Telephone: (952) 852-2431
Facsimile: (866) 235-0646

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

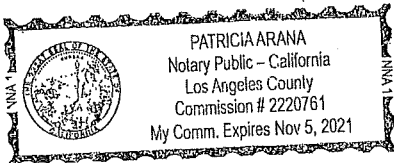
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On JAN 13 2020, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: *Patricia Arana*
Patricia Arana, Notary Public

by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

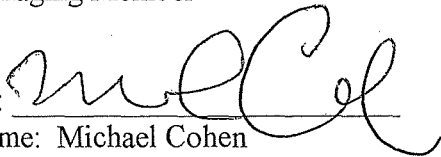
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 10, 2020.

"PRINCIPAL"

Strada Brady, LLC,
a California limited liability company

By: Strada Brady Member, LLC,
a California limited liability company
Its: Managing Member

By: 
Name: Michael Cohen
Title: Manager

"SURETY"

By: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

California All-Purpose Certificate of Acknowledgment

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 }
 County of San Francisco } s.s.

On January 10th 2020 before me, Ellen Aurora Weaver
Name of Notary Public, Title

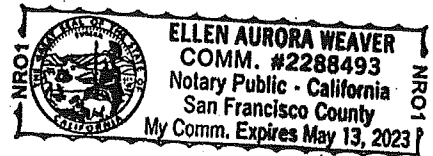
personally appeared Michael Scott Cohen
Name of Signer (1)

Name of Signer (2)

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]
 Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Public Improvement Agreement - 1629 Market St. Colton St, Colusa
place and chase cert
 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

EXHIBIT G-2

FORM: LABOR AND MATERIAL BOND

1629 Market Street Project – Colton Street, Colusa Place and Chase Court Required
Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and STRADA BRADY, LLC (hereafter designated as "**Principal**") have entered into that certain Public Improvement Agreement (1629 Market - Colton Street, Colusa Place and Chase Court), dated January 13, 2020 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned, as corporate Surety (hereinafter "**Surety**"), are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of One Hundred Ninety Three Thousand Three Hundred Sixty Eight and 50/100 Dollars (\$193,368.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing

with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and Surety on January 13, 2020.

"PRINCIPAL"


Strada Brady, LLC,
a California limited liability company

By: Strada Brady Member, LLC,
a California limited liability company
Its: Managing Member

By: _____
Name: Michael Cohen
Title: President

"SURETY"

Atlantic Specialty Insurance Company

By: 
Natalie K. Trofimoff
Its: Attorney-in-Fact

Address: 605 Highway 169 North

Suite 800

Plymouth, MN 55441

Telephone: (952) 852-2431

Facsimile: (866) 235-0646

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

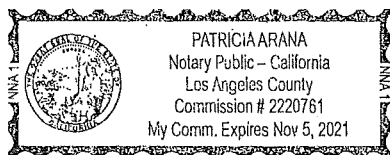
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On JAN 13 2020, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: [Handwritten Signature]
Patricia Arana, Notary Public



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **E.S. Albrecht, Jr., C.K. Nakamura, Tim M. Tomko, Noemi Quiroz, Maria Pena, Lisa L. Thornton, Patricia S. Arana, Natalie K. Trofimoff, Jessica Rosser**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

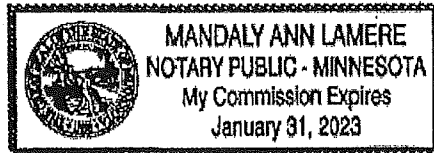
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of JAN 13 2020

This Power of Attorney expires
January 31, 2023



Christopher V. Jerry, Secretary

with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.


In witness whereof, this instrument has been duly executed by Principal and Surety on January 10 2020.

"PRINCIPAL"

"SURETY"

Strada Brady, LLC,
a California limited liability company

By: Strada Brady Member, LLC,
a California limited liability company
Its: Managing Member

By: 
Name: Michael Cohen
Title: Manager

By: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

California All-Purpose Certificate of Acknowledgment

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

County of San Francisco

s.s.

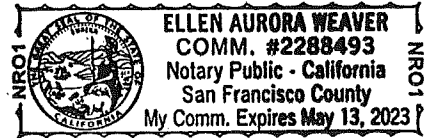
On January 10th 2020 before me, Ellen Aurora Weaver
Name of Notary Public, Title

personally appeared Michael Scott Cohen
Name of Signer (1)

Name of Signer (2)

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]
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Public Improvement Agreement - 1629 Market St - Colton St Colusa place and Chase Ct. containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3505, Lot A

Space above this line for Recorder's Use

OFFER OF DEDICATION
(1629 Market - Lot A)

U.A. Local 38 Pension Trust Fund, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), for street sidewalk and right-of-way purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** (Legal Description) and shown on **Exhibit A-1** (Plat Map) attached hereto and made a part hereof.

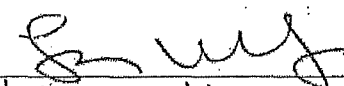
It is understood and agreed that the City shall incur no liability or obligation whatsoever by virtue of this offer of dedication, and shall not assume any responsibility for the offered land unless and until the land is conveyed to and accepted by the City. Any such conveyance and acceptance will be evidenced by the execution and recordation of a grant deed.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 13th
day of January, 2020.

U.A. Local 38 Pension Trust Fund

By: 
Name: Larry Mazzola Jr.
Its: Chairman

California All-Purpose Certificate of Acknowledgment

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 }
 County of San Francisco } s.s.

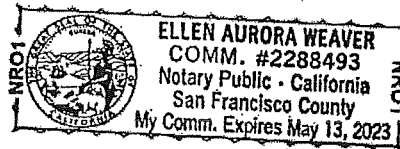
On January 13th 2020 before me, Ellen Aurora Weaver

personally appeared Lawrence Joseph Jr. Mazza
I name

of Signer (2)
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Handwritten Signature]

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Offer of Deviation
1629 Market - Lot A

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

Exhibit "A"

Legal Description

Page 1 of 1

LEGAL DESCRIPTION

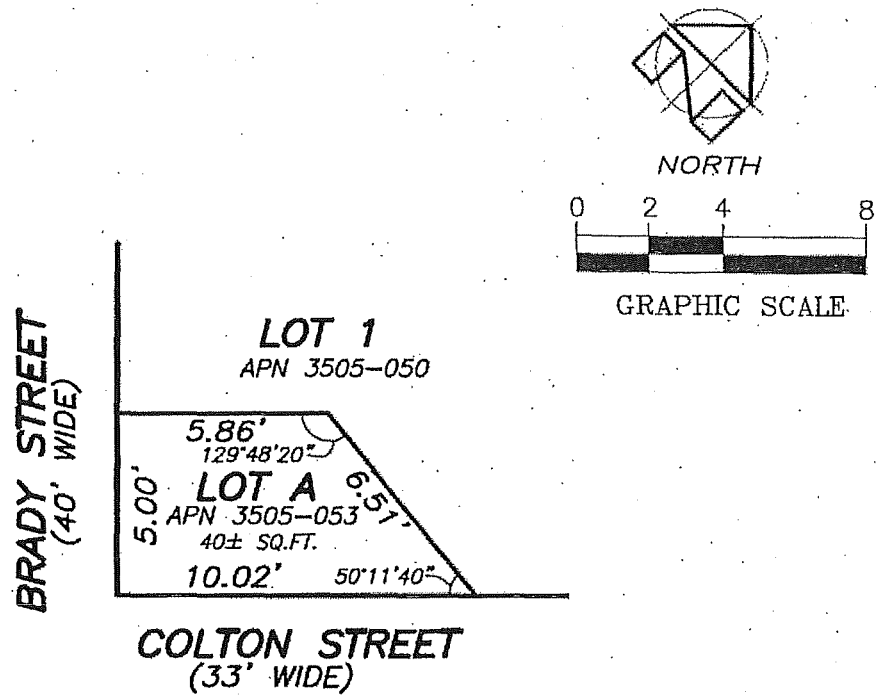
ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT A, AS SHOWN ON "PARCEL MAP 9640, BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-J278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS", RECORDED IN THE BOOK OF PARCEL MAPS, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

BEING A PORTION OF MISSION BLOCK NO. 13

Exhibit "A1"

Plat Map



NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.

MAP REFERENCE:

"PARCEL MAP 9640" RECORDED FEBRUARY __, 2020, IN BOOK __ OF PARCEL MAPS AT PAGES ____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

SUBJECT: **LOT A PLAT**

BY DR CHKD. DR DATE 1-10-20 SCALE 1"=4' SHEE 1 OF 1 JOB NO. S-8622

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

S-8622 FINAL MAP.dwg

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3505, Lot A

Space above this line for Recorder's Use

GRANT DEED
(1629 Market-Lot A)

For valuable consideration, the receipt and adequacy of which are acknowledged, U.A. LOCAL 38 PENSION TRUST FUND hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), the real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** (Legal Description) and depicted on **Exhibit A-1** (Plat Map) attached hereto and incorporated herein.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication, dated January 13, 2020, recorded in the Official Records of the City and County of San Francisco (the "Offer"), which Offer was recorded concurrent with "Parcel Map 9640", which was recorded in the Book of Parcel Maps, Official Records of the City and County of San Francisco.

Upon Grantee's acceptance of this Grant Deed, Grantor's obligation as to the Offer is satisfied in all respects.

(Signature on following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of January, 2020.

GRANTOR: U.A. LOCAL 38 PENSION TRUST FUND

By: [Signature]
Name: Larry Marzola Jr.
Its: Chairman

California All-Purpose Certificate of Acknowledgment

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

County of San Francisco

s.s.

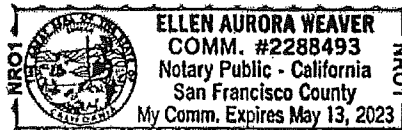
On January 13th 2020 before me, Ellen Aurora Weaver
Name Title

personally appeared Lawrence Joseph Jr. Mazzeola
Name of Signer (1)

Name of Signer (2)
 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]
 Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed
1629 Market - Lot A
 containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

This is to certify that the interest in the real property conveyed by the grant deed dated _____, 20____, from U.A. LOCAL 38 PENSION TRUST FUND to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), is hereby accepted by the undersigned on behalf of Grantee, pursuant to the authority conferred by Ordinance No. _____ - ____ adopted on _____, 20____ and the Grantee consents to the recordation thereof, by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 2020.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Real Estate

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
John Malamut
Deputy City Attorney

APPROVED LEGAL DESCRIPTIONS

By: _____
Bruce R. Storrs
City and County Surveyor
LS 6914

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)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

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)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit "A"

Legal Description

Page 1 of 1

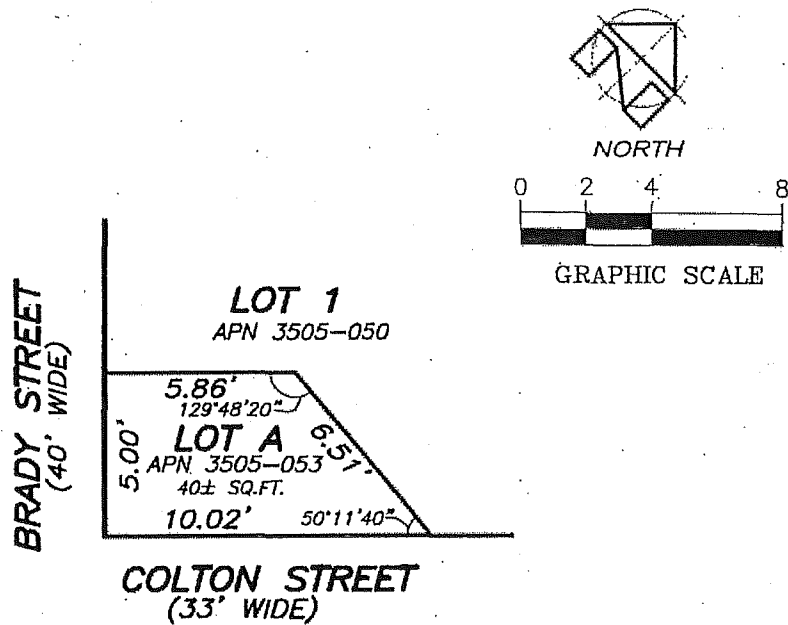
ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT A, AS SHOWN ON "PARCEL MAP 9640, BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. J278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS", RECORDED IN THE BOOK OF PARCEL MAPS, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

BEING A PORTION OF MISSION BLOCK NO. 13

Exhibit "A1"

Plat Map



NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.

MAP REFERENCE:

"PARCEL MAP 9640" RECORDED FEBRUARY ____, 2020, IN BOOK __ OF PARCEL MAPS AT PAGES ____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

SUBJECT: **LOT A PLAT**

BY DR CHKD. DR DATE 1-10-20 SCALE 1"=4' SHEE 1 OF 1 JOB NO. S-8622

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

S-8622 FINAL MAP.dwg

NOT FOR RECORDING
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 401
San Francisco, CA 94102

OFFER OF IMPROVEMENTS

(1629 Market Street Project – Lots 1 and 2)

MARKET STREET 1629 VENTURES, LP, a Delaware limited partnership ("1629 VENTURES") does hereby irrevocably offer to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") all of the public street and roadway improvements, public utility facilities and other ancillary improvements constructed or installed by or on behalf of 1629 VENTURES pursuant to the following Improvement Plans and Specifications, prepared by BKF Engineer, entitled: "1613 – 1617 Market Street, Street Improvement Permit Plans", dated 8/23/19; "1 Brady Street, Building A – Street Improvement Permit Plans", dated 8/21/19; and "1125 Stevenson Street, Building D – Street Improvement Permit Plans", dated 8/21/19, which are on file with Public Works for the 1629 Market Street Project – Lots 1 and 2.

The property where the improvements are located is shown on the site plan attached as **Exhibit A** hereto, constituting property owned by the City, located in the City and County of San Francisco.

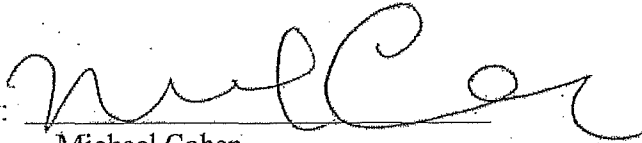
With respect to this offer of improvements, it is understood and agreed that: (i) upon acceptance of this offer of public improvements, the City shall own and be responsible for public facilities and improvements, subject to the maintenance obligation of fronting property owners or other permittees pursuant to the Public Works Code, including, but not limited to, Public Works Code Sections 706 and 786, and (ii) the City and its successors and assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and shall not assume any responsibility for the offered improvements, unless and until such offer has been formally accepted by the Director of Public Works or the Board of Supervisors and subject to any exception that may be provided in a separate instrument, such as a permit under Public Works Code Section 786, or other local law.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of January, 2020.

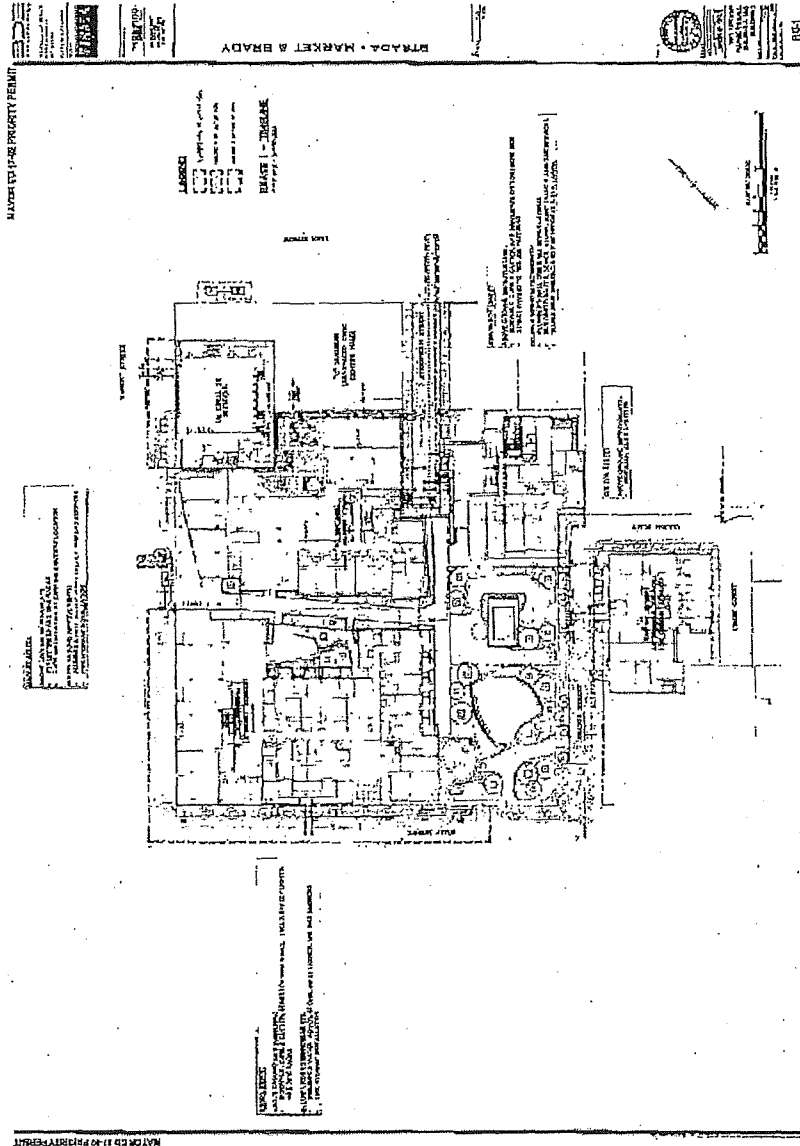
MARKET STREET 1629 VENTURES,
a Delaware limited partnership

By: _____



Michael Cohen
President

EXHIBIT A
SITE PLAN



BRADY & BRADY

REGISTERED PROFESSIONAL ARCHITECT
STATE OF CALIFORNIA
NO. 12345
BRADY & BRADY
1234 MAIN ST.
SAN FRANCISCO, CA 94102
TEL: 415-555-1234
FAX: 415-555-5678
WWW.BRADYANDBRADY.COM

MARKED TO BE PROPERTY PERMIT

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

LABORATORY
OFFICE
MEETING ROOM
RESTROOM
STAIRWELL
ELEVATOR
MECHANICAL ROOM

REVISIONS TO BE MADE TO THE PLAN
CHECK FOR CONFLICTS WITH EXISTING UTILITIES
CHECK FOR CONFLICTS WITH EXISTING STRUCTURE
CHECK FOR CONFLICTS WITH EXISTING LANDSCAPE

MARKED TO BE PROPERTY PERMIT

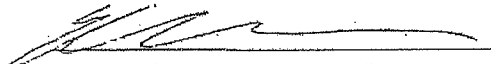
**CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC**

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On January 10th 2020 before me, Ellen Aurora Weaver
personally appeared Michael Scott Cohen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public (Seal)



NOT FOR RECORDING
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 401
San Francisco, CA 94102

OFFER OF IMPROVEMENTS

(1629 Market Street – Colton Street, Colusa Place and Chase Court)

STRADA BRADY, LLC, a California limited liability company ("STRADA BRADY") does hereby irrevocably offer to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") all of the public street and roadway improvements, public utility facilities and other ancillary improvements constructed or installed by or on behalf of STRADA BRADY pursuant to the Improvement Plans and Specifications prepared by BKF Engineer entitled "53 Colton Street Affordable Housing-Street Improvement Permit Plans" dated December 18, 2019, on file with Public Works for Colton Street, Colusa Place and Chase Court portions of the 1629 Market Street Project.

The property where the improvements are located is shown on the site plan attached as **Exhibit A** hereto, constituting property owned by the City, located in the City and County of San Francisco.

With respect to this offer of improvements, it is understood and agreed that: (i) upon acceptance of this offer of public improvements, the City shall own and be responsible for public facilities and improvements, subject to the maintenance obligation of fronting property owners or other permittees pursuant to the Public Works Code, including, but not limited to, Public Works Code Sections 706 and 786, and (ii) the City and its successors and assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and shall not assume any responsibility for the offered improvements, unless and until such offer has been formally accepted by the Director of Public Works or the Board of Supervisors and subject to any exception that may be provided in a separate instrument, such as a permit under Public Works Code Section 786, or other local law.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of January, 2020.

STRADA BRADY, LLC,
a California limited liability company

By: STRADA BRADY MEMBER, LLC,
a California limited liability company

Its: Managing Member

By: 

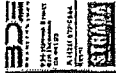
Michael Cohen

Its: Manager

EXHIBIT A

SITE PLAN

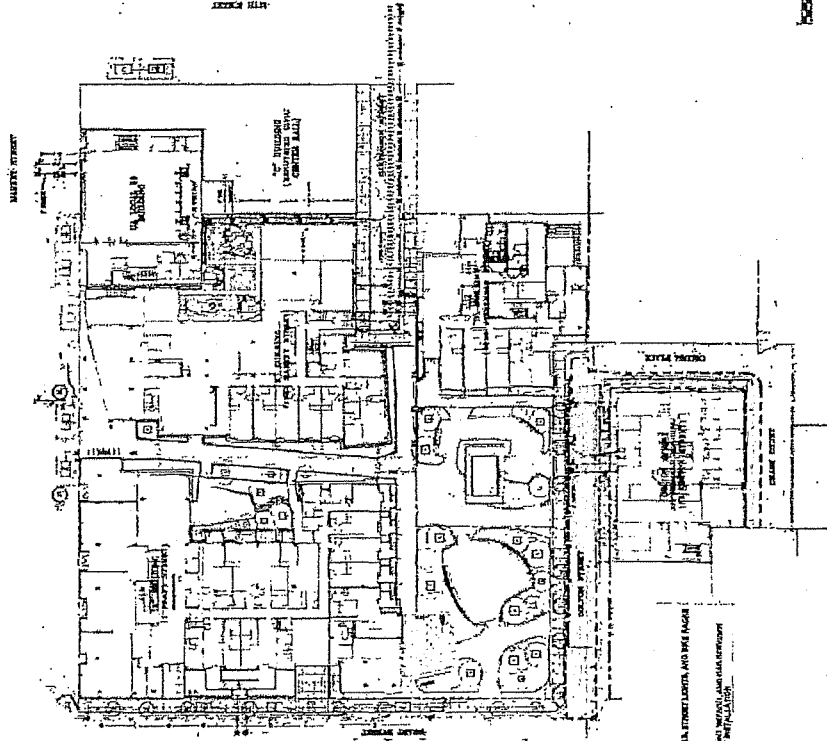
MAYOR ED 17-02 PRIORITY PERMIT



ENRICH CONSULTANTS
1000 N. LAKE ST.
CHICAGO, IL 60611

STRADA MARKET & BRADY

LEGEND
ENRICH CONSULTANTS
1000 N. LAKE ST.
CHICAGO, IL 60611



SCALE PERMIT
APPROVED FOR CONSTRUCTION
BY THE CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
STREETS DIVISION
1000 N. LAKE ST.
CHICAGO, IL 60611

MAYOR ED 17-02 PRIORITY PERMIT



TENTATIVE MAP DECISION

Date: April 27, 2018

Department of City Planning
 1650 Mission Street, Suite 400
 San Francisco, CA 94103

Attention: Mr. Scott F. Sanchez

Project ID: 9640			
Project Type: A merger and 8 lot subdivision (6 of the 8 lots, being a vertical subdivision)			
Address#	StreetName	Block	Lot
20	12TH ST	3505	001
0	12TH ST	3505	007
1125	STEVENSON ST	3505	008
53	COLTON ST	3505	027
53 - 61	COLTON ST	3505	028
0	COLTON ST	3505	029
76 - 82	COLTON ST	3505	031
41	BRADY ST	3505	031A
1629 - 1645	MARKET ST	3505	032
1621 - 1627	MARKET ST	3505	032A
1615 - 1617	MARKET ST	3505	033
1613	MARKET ST	3505	033A
0	MARKET ST	3505	035
Tentative Map Referral			

Please review and respond to this referral within 30 days in accordance with the Subdivision Map Act.

Sincerely,

**ADRIAN
 VERHAGEN**

Digitally signed by ADRIAN VERHAGEN
 DN: cn=ADRIAN VERHAGEN, o=DPW-
 BSM, email=adrian.verhagen@sfpw.org,
 c=US
 Date: 2018.04.26 14:48:03 -0700

for, Bruce R. Storrs, P.L.S.
 City and County Surveyor

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class , CEQA Determination Date , based on the attached checklist.

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

CPC Motion No. 20033 CPC Resolution No. 20035 1629 Market St Subdivision Map Act Findings
 CPC Motion No. 20034 CPC Resolution No. 20036 MMRP - 1629 Market St
 CPC Motion No. 20038 CPC Resolution No. 20037

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed **Nancy Tran** Digitally signed by Nancy Tran
 Date: 2019.08.19 13:25:23 -07'00

Date: 8/19/19

Planner's Name **Nancy Tran 415-575-9174**
 for, Scott F. Sanchez, Zoning Administrator



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 20033

HEARING DATE: OCTOBER 19, 2017

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.: 2015-005848ENV
Project Title: 1629 Market Street Mixed-Use Project
Zoning: NCT-3 (Moderate Scale Neighborhood Commercial Transit District)
and P (Public) Zoning Districts
40-X, 85-X, and OS Height and Bulk Districts
Block/Lot: Assessor's Block 3505/001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A,
033, 033A, 034, 035
Lot Size: 97,617 square feet (2.2 acres)
Project Sponsor: Strada Brady, LLC
William Goodman, (314) 427-0707
wgoodman@stradasf.com
Staff Contact: Don Lewis – (415) 575-9168
don.lewis@sfgov.org

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED MIXED-USE PROJECT THAT INCLUDES DEMOLITION OF THE EXISTING UA LOCAL 38 BUILDING AND THE MAJORITY OF THE LESSER BROTHERS BUILDING, REHABILITATION OF THE CIVIC CENTER HOTEL, REMOVAL OF THE EXISTING ON-SITE SURFACE PARKING LOTS, AND CONSTRUCTION OF FIVE NEW BUILDINGS. IN TOTAL, THE PROJECT WOULD INCLUDE 455,900 SQUARE FEET OF RESIDENTIAL USES (CONTAINING A TOTAL OF 584 UNITS, INCLUDING 100 AFFORDABLE UNITS), 33,500 SQUARE FEET OF PRIVATE- AND PUBLICLY-ACCESSIBLE OPEN SPACE, 32,100 SQUARE FEET OF UNION FACILITY USE, AND 13,000 SQUARE FEET OF GROUND-FLOOR RETAIL/RESTAURANT USE. THE PROJECT WOULD ALSO INCLUDE VEHICULAR PARKING, BICYCLE PARKING, LOADING FACILITIES, AND STREETScape IMPROVEMENTS.

MOVED, that the San Francisco Planning Commission (hereinafter "commission") hereby CERTIFIES the final environmental impact report identified as case no. 2015-005848ENV, the "1629 Market Street Mixed-Use Project" (hereinafter "project"), based upon the following findings:

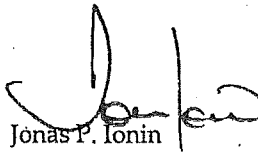
1. The City and County of San Francisco, acting through the planning department (hereinafter "department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, section 15000 *et seq.*, hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The department determined that an environmental impact report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on February 8, 2017.

- B. The department held a public scoping meeting on March 1, 2017 in order to solicit public comment on the scope of the project's environmental review.
 - C. On May 10, 2017, the department published the draft EIR (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the commission public hearing on the DEIR; this notice was mailed to the department's list of persons requesting such notice, and to property owners and occupants within a 300-foot radius of the site on May 10, 2017.
 - D. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site on May 10, 2017.
 - E. On May 10, 2017, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, and to government agencies, the latter both directly and through the State Clearinghouse.
 - F. A notice of completion was filed with the State Secretary of Resources via the State Clearinghouse on May 10, 2017.
2. The commission held a duly advertised public hearing on said DEIR on June 15, 2017 at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on June 26, 2017.
 3. The department prepared responses to comments on environmental issues received at the public hearing and in writing during the 47-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a response to comments document, published on October 4, 2017, distributed to the commission and all parties who commented on the DEIR, and made available to others upon request at the department.
 4. A final EIR (hereinafter "FEIR") has been prepared by the department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the responses to comments document all as required by law.
 5. Project EIR files have been made available for review by the commission and the public. These files are available for public review at the department at 1650 Mission Street, Suite 400, and are part of the record before the commission.
 6. On October 19, 2017, the commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
 7. The commission hereby does find that the FEIR concerning file no. 2015-005848ENV reflects the independent judgement and analysis of the City and County of San Francisco, is adequate, accurate

and objective, and that the responses to comments document contains no significant revisions to the DEIR that would require recirculation of the document pursuant to CEQA Guideline section 15088.5, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code.

8. The commission, in certifying the completion of said FEIR, hereby does find that the project described in the EIR would have the following significant unavoidable environmental impacts, which cannot be mitigated to a level of insignificance:
 - A. The proposed project would have a significant, project-specific impact on historic architectural resources; and,
 - B. The proposed project would have a significant, cumulative construction impact related to transportation and circulation.
9. The commission reviewed and considered the information contained in the FEIR prior to approving the project.

I hereby certify that the foregoing motion was ADOPTED by the Planning Commission at its regular meeting of October 19, 2017.


Jonas P. Ionin
Commission Secretary

AYES: Richards, Fong, Johnson, and Koppel
NOES: None
ABSENT: Hillis, Melgar, and Moore
ADOPTED: October 19, 2017



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 20034

HEARING DATE: OCTOBER 19, 2017

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

Case No.: 2015-005848ENV
Project Address: 1601-1645 Market Street (aka 1629 Market St Mixed-Use Project)
Existing Zoning: NCT-3 (Neighborhood Commercial, Moderate Scale) Zoning District;
P (Public) Zoning District
OS, 40-X and 85-X Height and Bulk Districts
Block/Lot: 3505/001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A, 035
Project Sponsor: Strada Brady, LLC
Staff Contact: Richard Sucre – (415) 575-9108
richard.sucre@sfgov.org

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT IMPACTS AND SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO APPROVALS FOR THE 1629 MARKET STREET MIXED-USE PROJECT ("PROJECT"), LOCATED ON ASSESSOR'S BLOCK 3505 LOT 001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A, 035.

PREAMBLE

The 1629 Market Street Mixed-Use Project ("Project") comprises a project site of approximately 2.2-acres (or approximately 97,617 square feet) on the block bounded by Market, 12th, Otis and Brady Streets. Strada Brady, LLC is the Project Sponsor for the Project.

The Project is a new mixed-use development with new residential, retail, and institutional uses, as well as a publicly-accessible open space. The Project would demolish the existing UA Local 38 building, demolish the majority of the Lesser Brothers Building at 1629-1645 Market Street, and rehabilitate the Civic Center Hotel at 1601 Market Street, as well as demolish the 242-space surface parking lots on the project site. The Project would construct a total of five new buildings on the project site, including a new UA Local 38 Building, and a 10-story addition to the Lesser Brothers Building with ground-floor retail/restaurant space at the corner of Brady and Market Streets ("Building A"). A new 10-story residential building with ground-floor retail/restaurant space ("Building B") would be constructed on Market Street between the new UA Local 38 building and Building A. A nine-story residential building would be constructed at the end of Colton Street and south of Stevenson Street ("Building D"). The five-story Civic Center Hotel (also referred to as "Building C"), would be rehabilitated to contain residential units and ground-floor retail/restaurant space, and a new six-story Colton Street Affordable Housing building would be constructed south of Colton Street as part of the proposed project. Overall, the proposed project would include construction of 455,900 square feet of residential use that would contain up to 484 residential units and up to 100 affordable units in the Colton Street Affordable Housing building, for a total of up to 584 units. In addition, the Project would include 32,100 square feet of union

facility use, 13,000 square feet of ground-floor retail/restaurant use, and 33,500 square feet of publicly-accessible and residential open space. As part of the project, the Project Sponsor would develop a new privately-owned publicly-accessible open space at the northeast corner of Brady and Colton Streets. The Project is more particularly described in Attachment A (See Below).

The Project Sponsors filed an Environmental Evaluation Application for the Project with the San Francisco Planning Department ("Department") on July 10, 2015.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on February 8, 2017, which notice solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on March 1, 2017, at the American Red Cross Building at 1663 Market Street.

During the approximately 30-day public scoping period that ended on March 10, 2017, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in preparation of the Draft EIR.

The Department prepared the Draft EIR, which describes the Project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the Project. The Draft EIR assesses the potential construction and operational impacts of the Project on the environment, and the potential cumulative impacts associated with the Project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the Draft EIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a Draft EIR for the Project on May 10, 2017, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On May 10, 2017, the Department also distributed notices of availability of the Draft EIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on June 15, 2017, to solicit testimony on the Draft EIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the Draft EIR until June 26, 2017.

The Department then prepared the Comments and Responses to Comments on Draft EIR document ("RTC"). The RTC document was published on October 4, 2017, and includes copies of all of the comments received on the Draft EIR and written responses to each comment.

In addition to describing and analyzing the physical, environmental impacts of the revisions to the Project, the RTC document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the Draft EIR. The Final Environmental Impact Report (Final EIR), which includes the Draft EIR, the RTC document, the Appendices to the Draft EIR and RTC document, and all of the supporting information, has been reviewed and considered. The RTC documents and appendices and all supporting information do not add significant new information to the Draft EIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the Final EIR (or any portion thereof) under CEQA. The RTC documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the project sponsor, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

The Commission reviewed and considered the Final EIR for the Project and found the contents of said report and the procedures through which the Final EIR was prepared, publicized and reviewed complied with the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) ("CEQA"), the CEQA Guidelines (14 Cal. Code Reg. section 15000 *et seq.*), and Chapter 31 of the San Francisco Administrative Code.

The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31 by its Motion No. 20033.

The Commission, in certifying the Final EIR, found that the Project described in the Final EIR will have the following significant and unavoidable environmental impacts:

- Cause a substantial adverse change in the significance of a historical resource, the Lesser Brothers Building at 1629-1645 Market Street.
- Combine with past, present, and reasonably foreseeable future development to contribute considerably to significant cumulative construction-related transportation impacts.

The Planning Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2015-005848ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Motion No. 20034
October 19, 2017

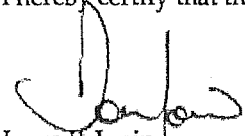
CASE NO 2015-005848ENV
1629 Market Street Mixed-Use Project

On October 19, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2015-005848ENV to consider the approval of the Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the Project, the Planning Department staff, expert consultants and other interested parties.

This Commission has reviewed the entire record of this proceeding, the Environmental Findings, attached to this Motion as Attachment A and incorporated fully by this reference, regarding the alternatives, mitigation measures, environmental impacts analyzed in the FEIR and overriding considerations for approving the Project, and the proposed MMRP attached as Attachment B and incorporated fully by this reference, which material was made available to the public.

MOVED, that the Planning Commission hereby adopts these findings under the California Environmental Quality Act, including rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations, as further set forth in Attachment A hereto, and adopts the MMRP attached as Attachment B, based on substantial evidence in the entire record of this proceeding.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on October 19, 2017.



Jonas P. Ionin
Commission Secretary

AYES: Fong, Johnson, Koppel and Richards

NAYS: None

ABSENT: Hillis, Melgar, and Moore

ADOPTED: October 19, 2017

Attachment A

1629 Market Street Mixed-Use Project

California Environmental Quality Act Findings:

FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND STATEMENT OF OVERRIDING CONSIDERATIONS

SAN FRANCISCO PLANNING COMMISSION

October 19, 2017

In determining to approve the 1629 Market Street Mixed-Use Project ("Project"), as described in Section I.A, Project Description, below, the following findings of fact and decisions regarding mitigation measures and alternatives are made and adopted, and the statement of overriding considerations is made and adopted, based on substantial evidence in the whole record of this proceeding and under the California Environmental Quality Act, California Public Resources Code Sections 21000-21189.3 ("CEQA"), particularly Sections 21081 and 21081.5, the Guidelines for implementation of CEQA, California Code of Regulations, Title 14, Sections 15000-15387 ("CEQA Guidelines"), particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Section I provides a description of the project proposed for adoption, project objectives, the environmental review process for the project, the approval actions to be taken and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than-significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V identifies mitigation measures considered but rejected as infeasible for economic, legal, social, technological, or other considerations;

Section VI evaluates the different project alternatives and the economic, legal, social, technological, and other considerations that support approval of the project and the rejection as infeasible of alternatives, or elements thereof, analyzed; and

Section VII presents a statement of overriding considerations setting forth specific reasons in support of the actions for the project and the rejection as infeasible of the alternatives not incorporated into the project.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached with these findings as Exhibit 1 to Attachment A to Motion No.

20034. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project ("Final EIR") that is required to reduce or avoid a significant adverse impact. The MMRP also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in the MMRP.

These findings are based upon substantial evidence in the entire record before the San Francisco Planning Commission (the "Commission"). The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR" or "DEIR") or the Responses to Comments document ("RTC") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

**I. PROJECT DESCRIPTION, OBJECTIVES, ENVIRONMENTAL REVIEW PROCESS,
APPROVAL ACTIONS, AND RECORDS**

The Project is a mixed-use development containing approximately 501,000 gross square feet ("gsf")¹ of new construction, renovated and rehabilitated buildings, and 33,500 square feet of open space² on an approximately 2.2-acre site bounded by Market, 12th, Otis, and Brady Streets. Overall, the Project is proposed to include up to 455,900 gsf of residential uses (approximately 584 residential units), 13,000 gsf of retail/restaurant uses, and 32,100 gsf of union facility use.³

The Project is more particularly described below in Section I.A.

A. Project Description.

1. Project Location and Site Characteristics.

The Project is proposed on an approximately 2.2-acre site (Assessor's Block 3505, Lots 001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A, 034, and 035) on the block bounded by Market, 12th, Otis, and Brady Streets (the "Project site"). Stevenson Street, perpendicular to 12th Street, separates Lots 007 and 008 from the lots to the north fronting Market Street (Lots 001, 033, 033A). Colton Street, perpendicular to Brady Street, turns south into Colusa Place in the middle of the block, then west into Chase Court and wraps around Lots 027 and 028. The Project site is located within the Market & Octavia Area Plan, an area plan of the San Francisco General Plan (General Plan). Most of the site is located within the NCT 3 (Moderate-Scale Neighborhood Commercial Transit) Zoning District, while the southwestern portion of the site, occupying approximately 20,119 square feet is in a P (Public) Zoning District. The P Zoning District is designated in the Market & Octavia Area Plan as the location for a planned open space, referred to as the Mazzola Gardens.⁴ The portions of the Project site north of Stevenson Street and east of Colusa Place are located within an 85-X height and bulk district, while the portion of the Project site south of Colton Street is in a 40-X height and bulk district.

¹ Gross square footage excludes subterranean parking and loading, parking and loading ingress and egress, as well as other spaces excluded under Planning Code Section 102. All quantities stated herein are approximate unless otherwise noted.

² The Project's open space includes 10,100 square feet of common residential and 23,400 square feet of privately-owned publicly-accessible private open space. The privately-owned publicly-accessible open space includes a 13,700 square foot Mazzola Gardens (including space on the parcel owned by BART), an 8,600 square foot mid-block alley between Building A and Building B, and an 1,100 square foot space adjacent to Building A and Brady Street. For purposes of CEQA analysis, all common residential and privately-owned publicly-accessible open space has been included; development of open space on the parcel owned by BART is subject to final agreement with BART. For entitlements purposes, the Mazzola Gardens space has been excluded from the required open space calculations under Planning Code Section 135, because the non-BART portion of the Mazzola Gardens will be subject to an in-kind agreement for satisfaction of the Market & Octavia Community Infrastructure Impact Fee.

³ The Project described in the EIR has undergone minor changes following publication of the DEIR, as more particularly described in plans dated August 31, 2017. The Planning Department has determined that these changes in the project description do not change the conclusions in the FEIR. These documents are all available for review in File No.2015-005848ENV at the Planning Department, 1650 Mission Street, 4th Floor, for review.

⁴ The Mazzola Gardens is referred to in the EIR as the Brady Open Space.

The Project site is currently occupied by four surface parking lots, a Bay Area Rapid Transit ("BART") ventilation structure, as well as three buildings: the Civic Center Hotel, built in 1915; the UA Local 38 building, built in 1923 and extensively remodeled in 1964; and the Lesser Brothers Building, built in 1925.

The Civic Center Hotel occupies the entirety of Lot 001 as a five-story, 55-foot-tall, 36,000-square-foot building with pedestrian access from 12th Street. The Civic Center Hotel is temporarily serving as a Navigation Center (since June 2016) and residential use, and while acting as such, is housing up to 140 transitional occupants supported with up to 14 employees at a single time.

The existing UA Local 38 building, located on Lot 032A, is a two-story, 35-foot-tall, 24,100-square-foot building containing an assembly hall, union support space, including offices, for the UA Local 38. The building covers the entire lot, and pedestrian access is available from Market Street. A surface parking lot (Lots 033 and 033A), accessible via a curb cut on Market Street, containing 69 off-street vehicle parking spaces is located adjacent to the existing UA Local 38 building.

The Lesser Brothers Building, located on Lot 032, is a one-story, 20-foot-tall, 13,000-square-foot building. The building fronts on Market Street and covers approximately one-third of the lot.

A surface vehicle parking lot (Lots 031, 031A, 032, and 035), accessible via a curb cut on Brady Street, extends south of the building to Colton Street and contains 95 off-street vehicle parking spaces. Another surface parking lot (Lots 007, 008, and 029), accessible via a curb cut on Colton Street, containing 39 off-street vehicle parking spaces is located on the Project site south of Stevenson Street. A surface parking lot (Lots 027 and 028), accessible via a curb cut on Colton Street, containing 39 off-street vehicle parking spaces is also located on the Project site, bounded by Colton Street to the north, Colusa Place to the east, and Chase Court to the south. The BART ventilation structure is located on Lot 34 (owned by BART) between the two surface parking lots south of Stevenson Street and north of Colton Street.

Interstate 80 and U.S. Highway 101 (U.S. 101) provide the primary regional access to the Project area. Interstate 280 provides regional access from the South of Market Area ("SoMa") neighborhood to southern San Francisco, the Peninsula, and the South Bay. South Van Ness Avenue serves as U.S. 101 between Market Street and the Central Freeway (at 13th Street), providing direct access to the Project site. The Muni Van Ness Station and surface Muni stops on Market Street and Van Ness Avenue are located approximately 550 feet west (0.10 mile) of the Project site. There are multiple bus stops located in proximity to the Project site, including a stop along South Van Ness Avenue and stops on Mission Street and on Otis Street.

2. Project Characteristics.

The Project is a mixed-use development containing approximately 501,100 gross square feet ("gsf") of new construction, renovated and rehabilitated buildings, and 33,500 square feet of open space on an approximately 2.2-acre site bounded by Market, 12th, Otis, and Brady Streets.

The Project would construct five new buildings on the Project site (one of which would be located behind the portion of the Lesser Brothers Building to be retained), and rehabilitate the Civic Center Hotel (Building C). Overall, the Project would include construction of 455,900 square feet of residential use that would contain up to 484 residential units (including market-rate units and affordable units) in Buildings A through D, as well as up to 100 affordable units in the Colton Street Affordable Housing building. In

addition, the Project would construct 32,100 square feet of union facility use, 13,000 square feet of ground-floor retail/restaurant space along Market, 12th, and Brady Streets in Buildings A, B, and C (Civic Center Hotel), and 33,500 square feet of publicly-accessible and residential open space. The residential unit breakdown for the 484 units would consist of approximately 129 studio units (26.7 percent), 189 one-bedroom units (39.0 percent), and 166 two-bedroom units (34.3 percent).

a. Proposed Buildings.

The Project contains six buildings (five new buildings with heights ranging from 57 to 85 feet,⁵ and one retained and rehabilitated building), each as described below.

i. UA Local 38 Building

The Project would construct a new four-story, 58-foot-tall, 32,100-square-foot UA Local 38 building with an assembly hall and office space to replace the existing building. The new UA Local 38 building, located between Building B and the rehabilitated Civic Center Hotel (Building C), would front Market Street, and would have no setbacks.

ii. Building A

Upon demolition of a majority of the Lesser Brothers Building, the Project would construct a 10-story, 85-foot-tall, 164,200-square-foot addition behind the remaining 140-foot-long Market Street façade. The Project would retain the primary Market Street façade, including the façade's single-story height, storefronts divided by piers and capped by wood-frame transoms, stucco-clad and cast cement frieze and cornice, and tile-clad pent roof, all of which have been identified as character-defining features of the building. In addition, the Project would retain 80 percent (48 of 60 feet) of the west (Brady Street) façade, as well as 40 percent (24 of 60 feet) of the east façade, which currently abuts 1621 Market Street. This partially retained façade would be newly visible with demolition of 1621 Market Street and development of a pedestrian walkway between Buildings A and B. Building A, located on the corner of Brady and Market Streets, would contain 190 residential units and 6,600 square feet of ground-floor retail/restaurant space along Market Street and a small portion at the southwest corner of the building on Brady Street. The ground floor retail/restaurant area, with pedestrian entrances for the residential portion of the building available from the mid-block alley and Brady Street. A 19-foot-wide curb cut and garage opening would provide access to the two-level, below-grade parking garage under Building A. The first level of the below-grade parking garage would also contain amenity space and bike storage. Although Building A would rise to a height of 85 feet, the rear portion of the building fronting Brady Street would rise to a height of 72 feet to accommodate a 3,000-square-foot roof deck. The Market Street façade of Building A would be set back from the portion of the Lesser Brothers Building façade proposed to be retained by 10 feet; however, the vertical bay projections and fins would be set back approximately two feet and two inches from the Lesser Brothers Building façade. An additional 2,100 square feet of common residential open space would be provided east of the building, to the west of the mid-block alley open space, and an additional 1,100 square feet of privately-owned publicly-accessible open space would be provided along the west side of the building adjacent to Brady Street. The rear façade of the building,

⁵ Building heights for the Project do not include rooftop mechanical penthouses. In accordance with Section 260(b)(1)(B) of the Planning Code, elevator, stair, and mechanical penthouses would be a maximum of 16 feet in height above the roofline.

supported on V columns, would extend approximately 40 feet over the Mazzola Gardens at height of approximately 27 feet above the open space.

iii. Building B

The Project would construct a 10-story, 85-foot-tall, 147,200-square-foot mixed-use building located between Building A and the UA Local 38 building, which would contain 170 residential units and 2,700 square feet of ground-floor retail/restaurant space fronting Market Street. A portion of the front façade of Building B would be slightly set back from Market Street. A portion of the east façade of the building would also step back to accommodate a 2,200-square-foot residential common open space. A residential lobby would be located behind the retail/restaurant area on the ground floor, with pedestrian access available from the mid-block alley and the common open space on the east side of the building. A 24-foot-wide curb cut and garage opening at the southwest corner of the building would provide access to the two-level, below-grade parking garage under Building B.

iv. Building C (Civic Center Hotel)

The Project would rehabilitate the existing five-story, 55-foot-tall, 39,900 square-foot Civic Center Hotel, located on the corner of Market and 12th Streets, to contain 60 residential units and 36,700 square feet of residential uses, and 3,700 square feet of ground-floor retail/restaurant space along Market and 12th Streets. No building expansion is proposed, although a stairwell/elevator would be added. A residential lobby with pedestrian access from 12th Street would be located between the two retail/restaurant areas at the north and south ends of the building on the ground floor. The rehabilitation of the Civic Center Hotel would retain the building's five-story height and massing and three brick-clad street-facing elevations, the cast stone and sheet metal ornament on the Market Street and 12th Street façades, the street-level storefronts (although the storefronts themselves would be altered), the regular pattern of double-hung windows, and the neon blade sign, although the sign may be relocated and/or the lettering and lighting type and efficiency may be altered. Each of these features has been identified as important to defining the historic character of the building.

v. Building D

The Project would construct a nine-story, 85-foot-tall, 71,700-square-foot residential building with 64 residential units, east of the proposed Mazzola Gardens and south of Stevenson Street. A ground-floor lobby would be located on the north end of the building, with pedestrian access available from the Mazzola Gardens. A residential move-in/move-out loading space would be located on the east side of the building fronting Stevenson Street. As currently designed, a curb cut would not be needed because the paving would be flush across Stevenson Street. Building D would include a single basement level to provide building service space, bicycle storage, and amenity space for tenants. A 1,500-square-foot residential common open space would be located on the roof, and a 700-square foot residential common open space would be located at the southeast corner of the building.

vi. Colton Street Affordable Housing Building

The Project would construct a six-story, 68-foot-tall building, south of Colton Street, containing up to 100 affordable residential units. A single basement level would provide tenant laundry facilities, work rooms, a kitchen, dining area, bike storage, building service space, and a courtyard open to the ground floor

above. A residential lobby with pedestrian access from Colton Street would be located on the ground floor. An approximately 600-square-foot residential common open space would be located at the southwest corner of the building. On-site social services that would be provided include one-on-one case management, job training, and health services to assist residents with their transition out of homelessness.

b. Streetscape Changes

The Project would include two driveways across the existing sidewalks: one 19-foot-wide driveway along Brady Street that would use an existing curb cut, and a 24-foot-wide curb cut on Stevenson Street, approximately 140 feet west of the intersection of Stevenson and 12th Streets, which would provide access to the two-level vehicle parking garage located under Buildings A and B. In addition, a bulbout proposed across Stevenson Street at 12th Street would require a new 20-foot-wide curb cut into the bulbout to access Stevenson Street.

The Project includes two potential options for streetscape designs along 12th Street adjacent to the Project site for consideration, and the Project approvals allow flexibility for either design. Both the "Base Case" and "Enhanced Plan" for the 12th Street streetscape plan would modify pedestrian conditions along the roadway segment. The Project would include its share of improvements along the west wide of 12th Street under either scenario. The Base Case would include a raised intersection across 12th Street at the Stevenson Street entrance to the Project site, and the Enhanced Plan would convert all of 12th Street into a raised, shared roadway, slowing vehicle traffic and making pedestrian travel safer and more comfortable along the roadway. The Project would maintain existing sidewalk widths on Brady, Colton, and Market Streets immediately surrounding the Project site and would provide its share of streetscape improvements along the west side of 12th Street to widen sidewalks, add street trees, and add bulbouts at the corner of Market and 12th Streets, as well as at the corner of 12th and Stevenson Streets. The Base Case streetscape plan for 12th Street would include 21-foot-wide pedestrian zones on both sides of the street, including a four-foot-wide frontage zone, eight-foot-wide sidewalk, and nine-foot-wide furnishing zone. The Enhanced Plan for 12th Street would include a 40-foot-wide pedestrian zone on the east side of the street and an 18-foot-wide pedestrian zone on the west side of the street. The 40-foot-wide pedestrian zone would include a six-foot-wide sidewalk along the drive lane, a 25-foot-wide promenade area for vendors and seating, and a nine-foot-wide sidewalk adjacent to 10 South Van Ness Avenue. The 18-foot-wide pedestrian zone would include four-foot-wide buffer zones adjacent to the Project and drive lane, and a 10-foot-wide sidewalk between the buffer zones. Both designs would include a small plaza on the northwest corner of the intersection of 12th, Mission, and Otis Streets and South Van Ness Avenue.

c. Transportation Demand Management Plan.

The Project includes a Transportation Demand Management ("TDM") Plan, in compliance with Section 169 of the Planning Code. The Project would implement TDM Measures from the following categories of measures in the TDM Program Standards: active transportation; car-share; delivery; family-oriented; information and communications; land use; and parking management. The TDM Ordinance requires, prior to issuance of a certificate of occupancy, that a property owner facilitate a site inspection by the Planning Department and document implementation of applicable aspects of the TDM Plan, and maintain a TDM Coordinator, allow for Department inspections, and submit periodic compliance reports throughout the life of the Project.

d. Open Space.

The Project would provide approximately 33,500 square feet of open space, including privately-owned publicly-accessible and residential common open space in the form of roof decks and courtyards. The Project would provide approximately 10,100 square feet of common usable open space for the residential uses proposed by the Project. These common usable open spaces would include roof decks on Buildings A and D, and ground-floor courtyard open space adjacent to Buildings A, B, C, D, and the Colton Street Affordable Housing Building. The Project would also provide approximately 23,400 square feet of privately-owned publicly-accessible open space, including the creation of the planned Mazzola Gardens (13,700 square feet) at the northeast corner of Brady and Colton Streets, a mid-block alley between Buildings A and B (8,600 square feet), and space adjacent to Building A and Brady Street (1,100 square feet). The mid-block alley would provide access through the Project site to the Mazzola Gardens from Market Street. The Mazzola Gardens would provide publicly-accessible amenities including seating, landscaping, play equipment, and flexible recreation areas. The BART ventilation structure would remain in place and functioning within the Mazzola Gardens, but would be screened from view with a sculptural installation or landscape wall. The proposed design is being coordinated and permitted through BART. The design must comply with BART standards to ensure functionality, security, access, and maintenance.

e. Construction Activities.

The Project is anticipated to be constructed on a mat foundation. Therefore, the Project would entail excavation to a maximum depth of approximately 30 feet to accommodate both the below-grade parking levels and foundation. The Project would require excavation of approximately 63,400 cubic yards; Phase 1 excavation would total up to approximately 39,700 cubic yards, and Phase 2 would total up to approximately 23,700 cubic yards. Because the soils beneath the Project site consist of artificial fill, Dune sand, and marsh deposits to approximately the proposed depth of excavation, and because these soils may be unsuitable for supporting the proposed structures, soil improvement would likely be required to avoid the potential for soil liquefaction and to properly support the foundation slab. Soil improvement would likely be undertaken by a technique known as deep soil mixing ("DSM"), in which cement grout is pumped into and mixed with the native soil, essentially creating strengthened columns in the ground that can adequately support a foundation slab. Because of the presence of the BART tunnels beneath the site, DSM columns cannot be created atop the tunnels, and therefore the foundation slab would have to be constructed in a manner such that it could span the area above the BART tunnels between DSM columns on either side of the tunnels. Additionally, within the area designated as BART's Zone of Influence above the tunnels, the Project may not place additional weight atop the BART structures. Therefore, the building weight must be offset by excavation of the Project's basement levels. BART would review the Project's final geotechnical and geological hazards evaluation reports to ensure compliance with its guidelines for construction over its subway structures. The reports will include an engineering-geology map, a site plan showing the location of subway structures, BART easements, a soil reworking plan, and the geological conclusion and recommendations.

Construction staging for Phases 1 and 2 of construction would occur in the proposed Mazzola Gardens portion of the Project site and may also occur on a portion of Stevenson Street. The Mazzola Gardens would be developed when the construction staging for Phase 2 is complete. During construction, trucks would access the site from Brady, 12th, Colton, and Stevenson Streets.

A number of support poles for Muni overhead wires are located on Market Street, South Van Ness Avenue, Otis Street, and Mission Street. It is anticipated that these support poles would be maintained, but some may require temporary relocation during construction, which would be coordinated through the SFMTA's review of the Special Traffic Permit and of the Project's construction management plan.

f. Construction Schedule.

The Project would be constructed in two sequential phases. Phase 1 would include construction of the Colton Street Affordable Housing building, the new UA Local 38 building, and Building D, all of which would be located on existing surface parking lots. In addition, Building A, including the two-level, below-grade parking garage, would also be constructed during Phase 1. The two-level, below-grade parking garage under Building B would be completed in Phase 2. Construction of Building A would entail demolition of the majority of the Lesser Brothers Building and construction of a 10-story addition behind the portion of the façade along Market Street proposed to be retained. Residents of the Civic Center Hotel would remain onsite during Phase 1 construction, as would employees of the UA Local 38 building. Following the completion of Phase 1 construction, the new buildings would be available for occupancy. Current long-term residents of the Civic Center Hotel would have the opportunity to move and relocate into the new Colton Street Affordable Housing building, and UA Local 38 would operate in its new location. Phase 2 construction would entail demolition of the existing UA Local 38 building and the construction of Building B and its below-grade parking garage, and the rehabilitation of the Civic Center Hotel (Building C) into a mixed-use building with residential use over ground-floor retail/restaurant. Upon completion of the Project, the two garage areas under Buildings A and B would be connected and result in one garage, with access from Brady and Stevenson Streets.

The construction duration for the entire Project is estimated to require a total of 44 months. Phase 1 would require 22 months and is anticipated to begin in March 2018, with initial occupancy anticipated to occur by January 2020. Phase 1 would involve demolition and site preparation (including grading and excavation) that would take approximately five months, followed by foundation and below-grade construction requiring two months, then building construction, paving, and architectural coatings would require an additional eleven months, with completion of interiors taking an additional four months.

Phase 2 of the Project is anticipated to begin in January 2020 and require 22 months for completion, anticipated by November 2021. Phase 2 would involve demolition and site preparation (including grading and excavation) and would take approximately five months, followed by foundation and below-grade construction requiring two months, then building construction, paving, and architectural coatings would require an additional 11 months, with completion of interiors taking an additional four months.

B. Project Objectives

The Project Sponsor, Strada Brady, LLC, would develop the Project. Their Project objectives are to:

- Take advantage of the opportunity to plan and develop a mixed-use development at a significant, underutilized site in a transit-oriented, urban infill location with a building density, mix of uses, and public amenity program that is generally consistent with the overall objectives and policies of the Market & Octavia Area Plan.

- Create a mixed-use, mixed-income community that includes on-site market-rate, inclusionary below-market-rate, and supportive housing, along with neighborhood-serving retail and new labor union facilities.
- Develop the site at an intensity and density that takes advantage of the transit resources in the area and allows the proposed project to remain financially feasible while delivering on-site affordable housing, open space, and other public benefits and community amenities.
- Produce high-quality architectural and landscape design that encourages variety, is compatible with its surrounding context, and will contribute to Market Street's unique vibrancy through strong urban design and prominent corners at 12th and Brady Streets.
- Build a transit-oriented development that is committed to sustainable design and programming through its transportation demand management, efficient building systems, and environmentally-conscious construction materials and methods.
- Preserve the character-defining features of the Civic Center Hotel and retain and renovate portions of the Lesser Brothers Building storefront at 1629-1645 Market Street, and incorporate these resources as integral parts of the overall project design, massing, and street wall context for Market and 12th Streets.
- Provide affordable housing on the Colton Street portion of the project site at a sufficient density to support on-site social and health services targeted to serve formerly homeless and at-risk residents.
- Develop a new facility for the property owner and current occupant of the site, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local 38 and its Pension Trust Fund, including offices and union meeting space.
- Fulfill key City Market & Octavia Area Plan objectives regarding the network of neighborhood-serving open space and pedestrian passageways by designing, developing, and maintaining an approximately 18,000-square-foot Mazzola Gardens.
- Encourage pedestrian access to the Mazzola Gardens with both north/south and east/west access to the site by creating new mid-block alleyways and other streetscape improvements.

C. Environmental Review

The environmental review for the Project is described in Planning Commission Motion No. 20033, to which this Attachment A is attached.

D. Approval Actions.

The Project requires the following approvals:

1. Planning Commission Approvals.

- Recommendation to the Board of Supervisors of an amendment to the Height and Bulk Map to change the height and bulk designation of the Colton Street Affordable Housing parcel from 40-X to 68-X.
- Recommendation to the Board of Supervisors of an amendment to the Zoning Use District Map (rezoning) to reflect the reconfigured open space parcel for the Mazzola Gardens.
- Recommendation to the Board of Supervisors of amendments to the Market & Octavia Area Plan including to Map 1 Land Use Districts, Map 3 Height Districts, and Policy 7.2.5 to reflect the updated proposed plan for the Mazzola Gardens.
- Recommendation to the Board of Supervisors of a Special Use District to reflect other Code compliance and phasing issues on a site-wide basis, such as open space and height limits along narrow streets and alleys.
- Recommendation to the Board of Supervisors of a Development Agreement with respect to the project sponsor's commitment to develop supportive affordable housing as part of the proposed project and to develop and maintain the Mazzola Gardens.
- Approval of Conditional Use Authorization/Planned Unit Development from the Planning Commission per Planning Code Sections 303 and 304 to permit development of a large lot (10,000 square feet and above) and large non-residential use (4,000 square feet and above), to address dwelling unit mix, and to provide exceptions to the Planning Code requirements for: rear yard, open space, permitted obstructions, dwelling unit exposure, street frontage, loading, and measurement of height, including adoption of the Mitigation Monitoring Reporting Program as part of the conditions of approval.
- Approval of the Project's Transportation Demand Management Plan, as required by Planning Code Section 169.

2. Board of Supervisors Actions.

- Adoption of findings under CEQA.
- Adoption of findings of consistency with the General Plan and priority policies of Planning Code Section 101.1.
- Approval of an amendment to the Height and Bulk Map to change the height and bulk designation of the Colton Street Affordable Housing parcel from 40-X to 68-X.
- Approval of an amendment to the Zoning Use District Map (rezoning) to reflect the reconfigured open space parcel for the Mazzola Gardens.

- Approval of amendments to the Market & Octavia Area Plan including to Map 1 Land Use Districts, Map 3 Height Districts, and Policy 7.2.5 to reflect the updated proposed plan for the Mazzola Gardens.
- Approval of Special Use District to reflect other Planning Code compliance issues on a site-wide basis, such as open space and height limits along narrow streets and alleys.
- Approval of a Development Agreement with respect to the project sponsor's commitment to develop supportive affordable housing as part of the proposed project and to develop and maintain the Mazzola Gardens.

3. Department of Building Inspection Actions.

- Review and approval of demolition, grading, and building permits.
- If any night construction work is proposed that would result in noise greater than five dBA above ambient noise levels, approval of a permit for nighttime construction is required.

4. San Francisco Public Works Actions.

- If sidewalk(s) are used for construction staging and pedestrian walkways are constructed in the curb lane(s), approval of a street space permit from the Bureau of Street Use and Mapping.
- Approval of a permit to remove and replace street trees adjacent to the project site.
- Approval of construction within the public right-of-way (e.g., curb cuts, bulbouts and sidewalk extensions) to ensure consistency with the Better Streets Plan.
- Approval of parcel mergers and new subdivision maps.

5. San Francisco Municipal Transportation Agency Actions.

- Approval of the placement of bicycle racks on the sidewalk, and of other sidewalk improvements, by the Sustainable Streets Division.
- If any portion of the public right-of-way is used for construction staging and pedestrian walkways are constructed in the curb lane(s), approval of a Special Traffic Permit from the Sustainable Streets Division.
- Approval of construction within the public right-of-way (e.g., bulbouts and sidewalk extensions) to ensure consistency with the Better Streets Plan.
- Approval of designated color curbs for on-street freight or commercial loading along 12th, Brady, and Stevenson Streets.

6. San Francisco Public Utilities Commission Actions.

- Approval of any changes to sewer laterals (connections to the City sewer system).
- Approval of an Erosion and Sediment Control Plan, in accordance with Article 4.1 of the San Francisco Public Works Code.
- Approval of post-construction stormwater design guidelines, including a stormwater control plan that complies with the City's 2016 Stormwater Management Requirements and Design Guidelines.
- Approval of any changes to existing publicly-owned fire hydrants, water service laterals, water meters, and/or water mains.
- Approval of the size and location of the project's new fire, standard, irrigation, and/or recycled water service laterals.
- Approval of the landscape plan per the Water Efficient Irrigation Ordinance.
- Approval of the use of dewatering wells per Article 12B of the Health Code (joint approval by the San Francisco Department of Public Health).
- Approval of required documentation per the Non-potable Water Ordinance (joint approval by the San Francisco Department of Public Health).

7. San Francisco Department of Public Health Actions.

- Approval of an Enhanced Ventilation Proposal as required pursuant to Article 38 of the Health Code.
- Approval of a Dust Control Plan as required pursuant to Article 22B of the Health Code.
- Approval of a Work Plan for Soil and Groundwater Characterization and, if determined necessary by the Department of Public Health, a Site Mitigation Plan, pursuant to Article 22A of the Health Code.
- Approval of the use of dewatering wells per Article 12B of the Health Code (joint approval by the San Francisco Public Utilities Commission).
- Approval of required documentation per the Non-potable Water Ordinance (joint approval by the San Francisco Public Utilities Commission).

8. Bay Area Rapid Transit ("BART") Actions.

- Approval of a Construction Permit for construction on, or adjacent to, the BART right of way. Pertinent design and construction documents would be required to be

submitted to BART for review and approval to ensure compliance with their guidelines for construction over its subway structures.

E. Findings About Significant Environmental Impacts and Mitigation Measures.

The following Sections II, III and IV set forth the findings about the determinations of the Final EIR regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide written analysis and conclusions regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted as part of the Project.

In making these findings, the opinions of the Planning Department and other City staff and experts, other agencies and members of the public have been considered. These findings recognize that the determination of significance thresholds is a judgment within the discretion of the City and County of San Francisco; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and City staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, are hereby ratified, adopted and incorporated in these findings, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the mitigation measures set forth in the Final EIR and the attached MMRP are hereby adopted and incorporated, to substantially lessen or avoid the potentially significant impacts of the Project. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is nevertheless hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the numbers contained in the Final EIR.

In Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance are the conclusions of the Final EIR, or the mitigation measures recommended in the Final EIR for the Project, being rejected.

F. Location and Custodian of Records.

The public hearing transcripts and audio files, a copy of all letters regarding the Final EIR received during the public review period, the administrative record, and background documentation for the Final

EIR are located at the Planning Department, 1650 Mission Street, San Francisco. The Planning Commission Secretary, Jonas P. Ionin, is the custodian of records for the Planning Department and the Planning Commission.

II. IMPACTS FOUND NOT TO BE SIGNIFICANT AND THUS DO NOT REQUIRE MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the Final EIR and the Initial Study, and based on the evidence in the whole record of this proceeding, it is hereby found that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use

- **Impact LU-1:** The Project would not physically divide an existing community.
- **Impacts LU-2:** The Project would not conflict with any applicable land use plans, policies or regulations of an agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.
- **Impact C-LU-1:** The Project, in combination with past, present and reasonably foreseeable projects, would not result in a cumulative land use impact.

Population and Housing

- **Impact PH-1:** The Project would not induce substantial population growth either directly or indirectly.
- **Impact PH-2:** The Project would not displace a substantial number of existing housing units, people, or create demand for additional housing elsewhere.
- **Impact C-PH-1:** The Project would not make a considerable contribution to any cumulative significant effects related to population or housing, in combination with past, present, and reasonably foreseeable future projects, would not induce substantial population growth either directly or indirectly, displace substantial numbers of exiting units, or create demand for additional housing, necessitating the construction of replacement housing.

Cultural Resources

- **Impact CR-3:** The Project would not cause a substantial adverse change in the significance of the Path of Gold Light Standards, a historical resource as defined in CEQA Guidelines Section 15064.5(b).
- **Impact CR-5:** The Project would not result in a substantial adverse change in the significance of an adjacent historical resource as defined in CEQA Guidelines Section 15064.5(b).

- **Impact C-CR-1:** The Project, in combination with past, present, and reasonably foreseeable projects in the area, would not result in a significant cumulative impact on historic architectural resources.

Transportation and Circulation

- **Impact TR-1:** The Project would not cause substantial additional VMT nor substantially induce automobile travel.
- **Impact TR-2:** The Project would not cause major traffic hazards.
- **Impact TR-3:** The Project would not result in a substantial increase in transit demand that could not be accommodated by adjacent local and regional transit capacity, or cause a substantial increase in delays or operating costs such that significant adverse impacts to local or regional transit service could occur.
- **Impact TR-4:** The Project would not result in substantial overcrowding on public sidewalks, and would not create potential hazardous conditions for pedestrians, or otherwise interfere with pedestrian accessibility to the site and adjoining areas.
- **Impact TR-5:** The Project would not result in potentially hazardous conditions for bicyclists, or otherwise substantially interfere with bicycle accessibility to the site and adjoining areas.
- **Impact TR-6:** The Project would not result in a loading demand that could not be accommodated within the proposed on-site loading facilities or within convenient on-street loading zones, and would not create potentially hazardous conditions for traffic, transit, bicyclists, or pedestrians, or significant delays to transit.
- **Impact TR-7:** The Project would not result in significant impacts on emergency vehicle access.
- **Impact TR-8:** The Project construction activities would not result in substantial interference with transit, pedestrian, bicycle, or vehicle circulation and accessibility to adjoining areas, and would not result in potentially hazardous conditions.
- **Impact C-TR-1:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not contribute to regional VMT in excess of expected levels.
- **Impact C-TR-2:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not cause major traffic hazards.
- **Impact C-TR-3:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not result in significant transit impacts.
- **Impact C-TR-4:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not result in significant pedestrian impacts.
- **Impact C-TR-5:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not result in cumulative bicycle impacts.

- **Impact C-TR-6:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not result in significant impacts on loading.
- **Impact C-TR-7:** The Project, in combination with other past, present, and reasonably foreseeable future projects, would not result in a significant impact on emergency vehicle access.

Air Quality

- **Impact AQ-1:** The Project's construction activities would generate fugitive dust and criteria air pollutants, but would not violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- **Impact AQ-2:** During Project operations, the Project would result in emissions of criteria air pollutants, but not at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- **Impact AQ-4:** The Project would not conflict with, or obstruction implementation of the *2010 Clean Air Plan*.
- **Impact AQ-5:** The Project would not create objectionable odors that would affect a substantial number of people.

Greenhouse Gas Emissions

- **Impact C-GG-1:** The Project would generate greenhouse gas emissions, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions.

Wind and Shadow

- **Impact WS-1:** The Project would not alter wind in a manner that substantially affects public areas.
- **Impact WS-2:** The Project would not create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas.
- **Impact C-WS-1:** The Project, in combination with other past, present, and reasonably foreseeable projects, would not result in cumulative impacts related to wind.
- **Impact C-WS-2:** The Project, in combination with other past, present, and reasonably foreseeable projects, would not result in cumulative impacts related to shadow.

Recreation

- **Impact RE-1:** The Project would not result in a substantial increase in the use of existing parks and recreational facilities, the deterioration of such facilities, include recreation facilities, or

require the expansion of recreational facilities, or physically degrade existing recreational resources.

- **Impact C-RE-1:** The Project, in combination with other past, present, or reasonably foreseeable projects would result in less-than-significant cumulative impacts to recreational resources.

Utilities and Service Systems

- **Impact UT-1:** The Project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board, would not exceed the capacity of the wastewater treatment provider serving the Project site, or require construction of new stormwater drainage facilities, wastewater treatment facilities, or expansion of existing facilities.
- **Impact UT-2:** SFPUC has sufficient water supply available to serve the Project from existing entitlements and resources, and the Project would not require expansion or construction of new water supply resources or facilities.
- **Impact UT-3:** The Project would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs.
- **Impact UT-4:** The construction and operation of the Project would comply with all applicable statutes and regulations related to solid waste.
- **Impact C-UT-1:** The Project, in combination with other past, present, or reasonably foreseeable projects would result in less-than significant impact to utilities and service systems.

Public Services

- **Impact PS-1:** The Project would not result in an increase in demand for police protection, fire protection, schools, or other services to an extent that would result in substantial adverse physical impacts associated with the construction or alteration of governmental facilities.
- **Impact C-PS-1:** The Project, combined with past, present, and reasonably foreseeable future projects in the vicinity, would not have a substantial cumulative impact to public services.

Biological Resources

- **Impact BI-1:** The Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species, riparian habitat or sensitive natural communities, and would not interfere substantially with any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- **Impact BI-2:** The Project would not conflict with the City's local tree ordinance.
- **Impact C-BI-1:** The Project, in combination with other past, present or reasonably foreseeable projects, would not result in cumulative impacts to biological resources.

Geology and Soils

- **Impact GE-1:** The Project would not result in exposure of people and structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, seismic ground-shaking, liquefaction, lateral spreading, or landslides.
- **Impact GE-2:** The Project would not result in substantial loss of topsoil or erosion.
- **Impact GE-4:** The Project would not be located on expansive soil, as defined in the California Building Code, creating substantial risks to life or property.
- **Impact GE-5:** The Project would not substantially change the topography or any unique geologic or physical features of the site.
- **Impact C-GE-1:** The Project, in combination with other past, present or reasonably foreseeable projects, would not result in cumulative impacts related to geology, seismicity, or soils.

Hydrology and Water Quality

- **Impact HY-1:** The Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade water quality.
- **Impact HY-2:** The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or lowering of the local groundwater table.
- **Impact HY-3:** The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or substantially increase the rate or amount of surface runoff in a manner that would result in substantial erosion, siltation, or flooding on- or off-site.
- **Impact HY-4:** The Project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
- **Impact HY-5:** The Project would not expose people or structures to a significant risk of loss, injury, or death involving flooding.
- **Impact C-HY-1:** The Project, in combination with other past, present, or reasonably foreseeable projects, would result in less-than-significant cumulative impacts to hydrology and water quality.

Hazards and Hazardous Materials

- **Impact HZ-1:** The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

- **Impact HZ-2:** The Project would not result in a significant hazard to the public or the environment through reasonably foreseeable conditions involving the release of hazardous materials into the environment.
- **Impact HZ-3:** The Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school.
- **Impact HZ-4:** The Project is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.
- **Impact HZ-5:** The Project would not expose people or structures to a significant risk of loss, injury or death involving fires, nor interfere with the implementation of an emergency response plan.
- **Impact C-HZ-1:** The Project, in combination with other past, present, or reasonably foreseeable projects would not result in cumulative impacts related to hazards and hazardous materials.

Mineral and Energy Resources

- **Impact ME-1:** The Project would not encourage activities that would result in the use of large amounts of fuel, water, or energy, or use these resources in a wasteful manner.
- **Impact C-ME-1:** The Project, in combination with other past, present or reasonably foreseeable projects, would not result in a cumulative impact on mineral and energy resources.

Agriculture and Forest Resources

- The Project site and vicinity are located within an urbanized area of San Francisco. No land in San Francisco has been designated as agricultural land or forest land, and therefore there would be no impacts to agricultural or forest resources.

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH THE IMPOSITION OF MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the Final EIR. These findings discuss mitigation measures as identified in the Final EIR for the Project. The full text of the mitigation measures is contained in the Final EIR and in Exhibit 1, the Mitigation Monitoring and Reporting Program. The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the Final EIR, included in the Project, or imposed as conditions of approval and set forth in Exhibit 1.

The Commission recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies. The Commission urges these agencies to assist in implementing these mitigation

measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Cultural Resources

Impact CR-2: The Project could cause a substantial adverse change in the significance of the Civic Center Hotel, a historical resource as defined in CEQA Guidelines Section 15064.5(b).

With respect to potential design-related impacts at the Civic Center Hotel, the Final EIR determined that because the Project would comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, including the Standards for Rehabilitation ("Secretary's Standards"), and because the project would not result in a substantial adverse change to the Civic Center Hotel through demolition, relocation, or major alteration of the building, the Civic Center Hotel would retain its historic integrity with respect to design, materials, and workmanship, any design-related impact with respect to rehabilitation of the Civic Center Hotel would be less than significant, requiring no mitigation. The Commission concurs in this determination.

With respect to adjacent construction of buildings next to the Civic Center Hotel, the Final EIR determined that the integrity of the Civic Center Hotel would be retained with implementation of the Project's rehabilitation of the building and adjacent new construction, and that the Project would not materially impair the historical significance of the resource and therefore would not result in a substantial adverse change to the Civic Center Hotel, resulting in a less than significant impact, requiring no mitigation. The Commission concurs in this determination.

Construction activity can generate vibration that can potentially cause structural damage to adjacent and nearby buildings. Construction equipment would generate vibration levels up to 0.089 in/sec peak particle value ("PPV") at a distance of 25 feet, which is below the threshold for potential damage; however, because demolition and construction activity associated with rehabilitation would occur within and immediately adjacent to the Civic Center Hotel, such activity could damage the character-defining features of the Civic Center Hotel.

Mitigation Measure M-CR-1c: Protect On-Site Historical Resources from Construction Activities

Mitigation Measure M-CR-1d: Construction Monitoring Program for On-Site Historical Resources

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-1c and M-CR-1d would reduce impact CR-2 to a less-than-significant level.

Impact CR-4: Construction-related activities associated with the Project could cause a substantial adverse change in the significance of adjacent historical resources as defined in CEQA Guidelines Section 15064.5(b).

As noted above, construction activity can generate vibration that can potentially cause structural damage to adjacent and nearby buildings. Construction equipment would generate vibration levels of up to 0.089 in/sec PPV at a distance of 25 feet, which is below the threshold for potential damage. However, because construction activity would occur immediately adjacent to historical resources at 42 12th Street and 56-70

12th Street, construction vibration could adversely affect these resources. This would be a significant impact.

Mitigation Measure M-CR-4a: Protect Adjacent Historical Resources from Construction Activities

Mitigation Measure M-CR-4b: Construction Monitoring Program for Adjacent Historical Resources

With respect to other nearby historical resources, the Final EIR determined that because no pile-driving is proposed, rapid attenuation of groundborne vibration would result in a less than significant impact on other nearby historical resources, requiring no mitigation. The Commission concurs in this determination. The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-4a and M-CR-4b would reduce impact CR-4 to a less-than-significant level.

Impact CR-6: The Project could cause a substantial adverse change in the significance of an archeological resource.

The Project has the potential to affect Late Holocene and Middle Holocene prehistoric archeological deposits. There is also the potential to affect historical archeological deposits that could be legally significant depending on the potential of the deposit to address important historical archeological research questions and the integrity of the deposit/feature.

Mitigation Measure M-CR-6: Archeological Testing

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-6 would reduce impact CR-6 to a less-than-significant level.

Impact CR-7: The Project could disturb human remains, including those interred outside of dedicated cemeteries.

There are no known human remains, including those interred outside of dedicated cemeteries, located in the immediate vicinity of the Project area. In the event that construction activities disturb unknown human remains within the Project area, any inadvertent damage to human remains would be considered a significant impact.

Mitigation Measure M-CR-7: Inadvertent Discovery of Human Remains

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-7 would reduce impact CR-7 to a less-than-significant level.

Impact CR-8: The Project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074.

CEQA Section 21074.2 requires the lead agency to consider the effects of a project on tribal cultural resources. As defined in Section 21074, tribal cultural resources are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are listed, or determined to be eligible for listing, on the national, state, or local register of historical resources. Pursuant to State law under Assembly Bill 52 (*Public Resources Code* Section 21080.3.1), on September 26, 2016, the Planning Department requested consultation with Native American tribes

regarding possible significant effects that the Project may have on tribal cultural resources. The Planning Department received no response concerning the Project.

Based on the background research there are no known tribal cultural resources in the Project area; however, based on the archeological sensitivity assessment there is the potential for prehistoric archeological resources to be in the Project area. Prehistoric archeological resources may also be considered tribal cultural resources. In the event that construction activities disturb unknown archeological sites that are considered tribal cultural resources, any inadvertent damage would be considered a significant impact.

Mitigation Measure M-CR-8: Tribal Cultural Resources Interpretive Program

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-8 would reduce impact CR-8 to a less-than-significant level.

Impact C-CR-2: Construction-related activities associated with the Project could cause a substantial adverse change in the significance of adjacent historical resources as defined in CEQA Guidelines Section 15064.5(b).

Archeological resources, tribal cultural resources, and human remains are non-renewable resources of a finite class. All adverse effects to archeological resources erode a dwindling cultural/scientific resource base. Federal and state laws protect archeological resources in most cases, either through project redesign or by requiring that the scientific data present within an archeological resource be archeologically recovered. As discussed above, the Project could have a significant impact related to archeological resources, tribal cultural resources, and disturbance of human remains. The Project's impact, in combination with other projects in the area that would also involve ground disturbance and that could also encounter previously recorded or unrecorded archeological resources, tribal cultural resources, or human remains, could result in a significant cumulative impact.

Mitigation Measure M-CR-6: Archeological Testing

Mitigation Measure M-CR-7: Inadvertent Discovery of Human Remains

Mitigation Measure M-CR-8: Tribal Cultural Resources Interpretive Program

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-6, M-CR-7, and M-CR-8 would reduce impact C-CR-2 to a less-than-significant level.

Noise

Impact M-NO-1: The Project could result in the exposure of persons to or generation of noise levels in excess of established standards, and could result in a substantial permanent increase in ambient noise levels or otherwise be substantially affected by existing noise.

With respect to roadside noise increases from Project operations, the Final EIR determined that roadside noise increases would be less than three dBA along Market Street and less than five dBA along all other

roadways under both the existing plus project and cumulative plus project conditions, resulting in a less than significant impact requiring no mitigation. The Commission concurs in this determination.

The mechanical, electrical, and plumbing equipment design for the Project is not yet complete. It is expected that the Project would have standard interior HVAC equipment with some rooftop, penthouse, or basement equipment and mechanical louvers, visual screen walls, and parapet barriers to help reduce noise transmission to the adjacent land uses. While it is anticipated that these standard noise reduction elements would be adequate to meet the Section 2909(d) fixed source noise requirements of 45 dBA at night and 55 dBA during the day and evening hours for the adjacent residential properties, a mitigation measure is identified to ensure that building materials are sufficiently rated to attain interior noise requirements once the location and specifications of the ventilation or air-conditioning system are available.

Mitigation Measure M-NO-1: Acoustical Assessment of Mechanical, Electrical, and Plumbing (MEP) Equipment

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-NO-1 would reduce impact NO-1 to a less-than-significant level.

Impact M-NO-2: During construction, the Project could result in a substantial temporary or periodic increase in ambient noise levels and vibration in the Project vicinity above levels existing without the Project.

The nearest residential receptors are located less than 50 feet to the west (1651 Market Street) and south (77 Colton Street and 65 Brady Street) of the Project site, where existing daytime noise levels have been monitored to be 69 dBA, and 63 dBA, Leq, respectively. These uses would experience temporary and intermittent noise associated with demolition and construction activities as well as from construction trucks traveling to and from the Project site.

Estimated construction noise levels generated by non-impact equipment of the Project would range from 78 to 89 dB Leq at the nearest residential uses. While enforcement of the Noise Ordinance would limit noise generated by standard pieces of construction equipment to 80 dBA at 100 feet, localized increase in noise would be more than 10 dBA above existing ambient, which is an increase perceived as a doubling of loudness. Consequently, while the temporary construction noise effects would not exceed the standards in the Noise Ordinance for single pieces of equipment, a combination of equipment noise during the more intensive construction activities such as excavation could result in a substantial temporary increase in noise levels, which would be a significant impact.

Construction could also generate vibration that could potentially rise to the level of annoyance. Caltrans, in its Transportation and Construction Vibration Guidance Manual, does not provide standards for vibration annoyance potential. However, this manual provides guidelines for assessing construction vibration annoyance in PPV for transient sources, e.g., a single isolated vibration event, with a PPV of 0.035 inches per second (in/sec) being barely perceptible, a PPV of 0.24 in/sec being distinctly perceptible, a PPV of 0.9 in/sec being strongly perceptible. As discussed in connection with vibration impacts in Section IV.A, Historic Architectural Resources, of the EIR, heavy equipment used in construction could generate a vibration level of up to 0.089 in/sec PPV at a distance of 25 feet, for the largest typical

construction equipment such as a large bulldozer, which is well below the threshold for being distinctly perceptible (PPV of 0.24 in/sec).

Construction vibration levels could potentially result in a significant effect on residents of the Civic Center Hotel, but mitigation measures are being implemented to protect the historic Civic Center Hotel from vibration damage during construction.

Mitigation Measure M-CR-1c: Protect On-Site Historical Resources from Construction Activities

Mitigation Measure M-CR-1d: Construction Monitoring Program for On-Site Historical Resources

Mitigation Measure M-NO-2: Construction Noise Reduction

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-1c, M-CR-1d, and M-NO-2 would reduce impact NO-2 to a less-than-significant level.

Impact C-NO-1: The Project would make a considerable contribution to cumulative significant noise impacts.

With respect to cumulative roadside noise increases, the Final EIR determined that such increases would be less than three dBA along Market Street and less than five dBA along all other roadways under the cumulative plus project conditions, resulting in a less than significant impact requiring no mitigation. The Commission concurs in this determination.

Construction activities associated with other projects in the vicinity of the Project site would occur on a temporary and intermittent basis, similar to the Project, and construction noise effects associated with the Project could potentially combine with those associated with cumulative projects located near the Project site. Both the Project and the 10 South Van Ness Avenue project have residential uses directly across Market Street (at and near the location of the proposed One Oak Street and 1546-1564 Market Street projects) that would have a direct line-of-sight to these two projects' construction activities, should they occur simultaneously. Therefore, cumulative construction-related noise impacts could be significant.

In addition, Project mechanical equipment could, in combination with ambient noise level increases from other projects, contribute to a cumulative increase in ambient noise levels.

Mitigation Measure M-NO-1: Acoustical Assessment of Mechanical, Electrical, and Plumbing Equipment

Mitigation Measure M-NO-2: Construction Noise Reduction

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-NO-1 and M-NO-2 would reduce impact C-NO-1 to a less-than-significant level.

Air Quality

Impact AQ-3: The Project would generate toxic air contaminants, including diesel particulate matter, exposing sensitive receptors to substantial air pollutant concentrations.

Site preparation activities, such as demolition, excavation, grading, foundation construction, and other ground-disturbing construction activity, would affect localized air quality during the construction phases of the Project. Short-term emissions from construction equipment during these site preparation activities would include directly emitted PM (PM_{2.5} and PM₁₀) and TACs such as DPM. Additionally, the long-term emissions from the Project's mobile sources would include PM (PM_{2.5}) and TACs, such as DPM and some compounds or variations of ROG. The generation of these short- and long-term emissions could expose sensitive receptors to substantial pollutant concentrations of TACs, resulting in an increase in localized health risk.

Lifetime cancer risk would exceed the seven per million persons Air Pollutant Exposure Zone ("APEZ") threshold, primarily as a result of construction-related diesel emissions. Similarly, the Project's localized PM_{2.5} concentration contributions would exceed the above 0.2 µg/m³ APEZ threshold, also primarily because of construction-related diesel emissions. Consequently, localized health exposure impacts would be significant and mitigation measures are required.

Mitigation Measure M-AQ-3: Construction Air Quality

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-AQ-3 would reduce impact AQ-3 to a less-than-significant level.

Impact C-AQ-1: The Project, in combination with past, present, and reasonably foreseeable future development in the Project area would contribute to cumulative air quality impacts.

As discussed above, the Project site is located in an area that already experiences poor air quality. The Project would add construction-related DPM emissions within an area identified as an the APEZ, resulting in a considerable contribution to cumulative health risk impacts on nearby sensitive receptors. This would constitute a significant cumulative impact.

Mitigation Measure M-AQ-3: Construction Air Quality

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-AQ-3, which would reduce construction period emissions by as much as 94 percent, would reduce impact C-AQ-1 to a less-than-significant level.

Geology and Soils

Impact GE-3: The Project would be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.

The Project site is within a state designated seismic hazard zone for liquefaction. For projects in a hazard zone such as the Project, DBI requires that appropriate mitigation measures, if any, are incorporated into

the development plans and made conditions of the building permit. In addition, improvements proposed as part of the Project would require the design of the proposed buildings to consider the foundations with regard to the BART tunnel below the site. Absent proper precautions and application of appropriate engineering techniques, Project construction could adversely affect subsurface soil conditions and could cause damage to BART facilities, which could result in a significant and unavoidable impact. During construction, temporary shoring would be necessary during ground improvements to prepare for the foundation. The geotechnical investigation performed for the Project included some general recommendations to be implemented during construction in order to prevent the dune sands from caving and to protect neighboring structures. Excavation activities will require the use of shoring and underpinning in accordance with the recommendations of the geotechnical report, the San Francisco Building Code requirements, the California Seismic Hazards Mapping Act ("SHMA"), as well as the BART engineering recommendations as stated in Mitigation Measure M-GE-3a.

Groundwater is anticipated at depths ranging from 16 to 17.5 feet bgs. Because excavation would extend below this depth, dewatering would likely be required during construction. Should dewatering be necessary, the final soils geotechnical report would address the potential settlement and subsidence impacts of this dewatering. Based on this discussion, the soils final geotechnical report would determine whether or not a lateral movement and settlement survey should be done to monitor any movement or settlement of surrounding buildings and adjacent streets, which could result in a significant and unavoidable impact.

Mitigation Measure M-GE-3a: Design Approval and Construction Monitoring for BART Subway Structure

Mitigation Measure M-GE-3b: Monitoring of Adjacent Structures in the Event of Dewatering.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-GE-3a and M-GE-3b would reduce impact GE-3 to a less-than-significant level.

Impact GE-6: The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

The Project would entail excavation to a depth of approximately 30 feet to accommodate the below-grade basement levels and foundation. Excavation would extend into the Colma Formation. For paleontologically sensitive areas, the objective of implementing mitigation measures is to reduce adverse impacts on paleontological resources by recovering fossils and associated contextual data prior to and during ground-disturbing activities. Ground-disturbing activities as a result of the Project could expose and cause impacts on unknown paleontological resources, which would be a potentially significant impact.

Mitigation Measure M-GE-6: Inadvertent Discovery of Paleontological Resources

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-GE-6 would reduce impact GE-6 to a less-than-significant level.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, where feasible, changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the Final EIR. The Commission finds that the mitigation measures in the Final EIR and described below are appropriate, and that changes have been required in, or incorporated into, the Project, pursuant to Public Resources Code Section 21002 and CEQA Guidelines Section 15091, that may lessen, but do not avoid (i.e., reduce to less-than-significant levels), the potentially significant environmental effects associated with implementation of the Project that are described below. Although all of the mitigation measures set forth in the MMRP, attached as Exhibit 1, are hereby adopted, for some of the impacts listed below, despite the implementation of feasible mitigation measures, the effects remain significant and unavoidable.

The Commission further finds based on the analysis contained within the Final EIR, other considerations in the record, and the significance criteria identified in the Final EIR, that feasible mitigation measures are not available to reduce some of the significant Project impacts to less-than-significant levels, and thus those impacts remain significant and unavoidable. The Commission also finds that, although mitigation measures are identified in the Final EIR that would reduce some significant impacts, certain measures, as described in this Section IV below, are uncertain or infeasible for reasons set forth below, and therefore those impacts remain significant and unavoidable or potentially significant and unavoidable.

Thus, the following significant impacts on the environment, as reflected in the Final EIR, are unavoidable. But, as more fully explained in Section VII, below, under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, it is found and determined that legal, environmental, economic, social, technological and other benefits of the Project override any remaining significant adverse impacts of the Project for each of the significant and unavoidable impacts described below. This finding is supported by substantial evidence in the record of this proceeding.

Cultural Resources

Impact CR-1: The Project would cause a substantial adverse change in the significance of the Lesser Brothers Building, a historical resource as defined in CEQA Guidelines Section 15064.5(b).

The Historic Resources Evaluation prepared for the Project evaluated its proposed treatment of the Lesser Brothers Building for consistency with the Secretary's Standards, and concluded that the Project would not comply with Standards 1, 2, 9, or 10, because the Project would effectively demolish the Lesser Brothers Building, including approximately 45 percent of the exterior walls, and would add new construction to the remaining façades that would be incompatible with the scale, size, proportion, and massing of the historical resource. Moreover, the new construction could not realistically be removed in the future while retaining the essential form and integrity of the historic building.

Material impairment of the historical significance of a historic resource is a significant impact under CEQA. Material impairment occurs when there is demolition or alteration of the resource's physical characteristics that convey its historical significance. As proposed, the Project would alter the Lesser Brothers Building's physical characteristics that convey its significance. It would both remove more than 25 percent of the Lesser Brothers Building's exterior walls from their function as either external or internal

walls and more than 75 percent of the building's existing internal structural framework while retaining the principal Market Street façade and portions of the east and west (Brady Street façades). Although the building's exterior character-defining features—the stucco cladding and cast cement piers, arcuate motif frieze, molded cornice, and red clay tile pent-roofed parapet on the primary façade—would be retained, one important character-defining feature would be eliminated: the building's single-story height and massing. The building's height and massing are paramount to conveying its historical significance, given that the building is recognized in the Historic Resource Evaluation prepared for the Project as a "rare, surviving example of a low-scale 'taxpayer' block on Market Street." While the Market Street façade and portions of the west (Brady Street) façade would remain visible as a single-story element, and a portion of the newly exposed east façade would likewise be visible, the seven-story vertical addition would rise more than 60 feet above the retained portion of the 23-foot-tall Lesser Brothers Building and would be set back only 10 feet from the Market Street façade and lesser distances on either side. Effectively, therefore, the building's single-story height and massing would no longer be extant.

The changes to the Lesser Brothers Building would alter the building's historic massing, spatial relationships, and proportions, causing it to lose integrity of design, setting, or feeling, which are three of the seven characteristics of integrity that are analyzed to determine a resource's eligibility for the California Register. A fourth aspect of integrity, materials, would be partially lost, because while the Market Street façade would retain its stucco cladding and cast cement piers, arcuated motif frieze, molded cornice, and red clay tile pent-roofed parapet, much of the remainder of the building would be demolished. A fifth aspect of integrity—association—relates to the property's link between important historic events or persons. As the Lesser Brothers Building is not recognized for its association with such events or persons, this aspect of integrity is less relevant than the others. Accordingly, implementation of the Project would result in the Lesser Brothers Building retaining only its integrity of location and workmanship—the latter for the character-defining features that would remain. As a result, although the façade would retain much of its architectural detail, the building would no longer represent a "rare, surviving example of a low-scale 'taxpayer' block on Market Street."

The Project would materially impair the historical significance of the Lesser Brothers Building. Accordingly, the Project would result in a substantial adverse change to the Lesser Brothers Building, a significant impact under CEQA.

Mitigation Measure M CR 1a: HABS Documentation

Mitigation Measure M CR 1b: Interpretive Display

Although implementation of these mitigation measures could reduce the severity of the impact to the Lesser Brothers Building that would result from implementation of the Project design, the impact would be significant and unavoidable with respect to this structure.

In addition, demolition and construction activity would occur on and immediately adjacent to the Lesser Brothers Building. Such activity could damage the character-defining features of the portion of the building proposed to be retained, including the Market Street façade.

Mitigation Measure M CR 1c: Protect On-Site Historical Resources from Construction Activities

Mitigation Measure M CR 1d: Construction Monitoring Program for On-Site Historical Resources

Although implementation of these mitigation measures would reduce potential construction-related impacts to the Lesser Brothers Building's character-defining features, because the Project would effectively demolish the building, the construction-related impact on the Lesser Brothers Building would be significant and unavoidable.

Transportation and Circulation

Impact C-TR-8: The Project, in combination with other past, present, and reasonably foreseeable future projects, would contribute considerably to significant cumulative construction-related transportation impacts.

Projected cumulative development in the vicinity of the intersection of Van Ness Avenue and Market Street, in combination with transportation/streetscape projects anticipated to occur within a few blocks of the Project site, could result in multiple travel lane closures, high volumes of trucks in the Project vicinity, and travel lane and sidewalk closures. These construction activity elements could disrupt or delay transit, pedestrians or bicyclists, or result in potentially hazardous conditions (e.g., high volumes of trucks turning at intersections). The uncertainty concerning construction schedules of cumulative development could further exacerbate these disruptions, delays, and introduced safety hazards. Despite the best efforts of the project sponsors and project construction contractors, it is possible that simultaneous construction of the cumulative projects could result in significant disruptions to transit, pedestrian, and bicycle circulation, even if each individual project alone would not have significant impacts. In some instances, depending on construction activities, construction overlap of two or more projects may not result in significant impacts. However, for conservative purposes, given the concurrent construction of multiple buildings and transportation projects, some in close proximity to each other, the expected intensity (i.e., the projected number of truck trips) and duration of construction activities that could occur simultaneously within a small geographic area, and likely impacts to transit, bicyclists, and pedestrians, cumulative construction-related transportation impacts would be considered significant. Construction of the Project would contribute considerably to these significant cumulative construction-related transportation impacts.

Mitigation Measure M C TR 8a: Non-Peak Construction Traffic Hours

Mitigation Measure M C TR 8b: Construction Management Plan

Mitigation Measure M C TR 8c: Cumulative Construction Coordination

These mitigation measures would reduce significant cumulative construction-related transportation impacts, and would not result in secondary transportation impacts. Implementation of these mitigation measures would minimize, but would not eliminate, the significant cumulative impacts related to conflicts between construction activities and pedestrians, transit, bicyclists, and autos. Other potential mitigation measures, such as imposing sequential (i.e., non-overlapping) construction schedules for all projects in the vicinity, were considered but deemed impractical due to potentially lengthy delays in project implementation. Therefore, construction of the Project, in combination with past, present and reasonably foreseeable development in San Francisco, could contribute considerably to cumulative construction-related transportation impacts, which would remain significant and unavoidable.

V. MITIGATION MEASURES REJECTED AS INFEASIBLE

No mitigation measures identified in the Final EIR are rejected as infeasible.

VI. EVALUATION OF PROJECT ALTERNATIVES

This Section describes the reasons for approving the Project and the reasons for rejecting the alternatives as infeasible. CEQA requires that an EIR evaluate a reasonable range of alternatives to the proposed project or the project location that substantially reduce or avoid significant impacts of the proposed project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide the decision maker with a basis of comparison to the proposed Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the proposed Project.

Alternatives Considered, Rejected and Reasons for Rejection

The Planning Commission rejects the Alternatives set forth in the Final EIR and listed below based upon substantial evidence in the record, including evidence of economic, legal, social, technological, and other considerations described in this Section, in addition to those described in Section VII below, which are hereby incorporated by reference, that make these alternatives infeasible. In making these determinations, the Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors." (CEQA Guidelines § 15364.) Under CEQA case law, the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project; and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

A. No Project Alternative.

Under the No Project Alternative, the Project site would generally remain in its existing condition and would not be redeveloped with a mix of residential and retail/restaurant uses. office, retail, residential, cultural, educational, and open space uses. This alternative would reduce or avoid impacts associated with building demolition, construction activities, and effects associated with the operation of more intense uses on the site. All structures on the site would be retained, with the existing UA Local 38 Building remaining in use as an office and assembly space totaling 24,100 square feet, the Lesser Brothers Building remaining in retail use totaling 13,000 square feet, and operation of the Civic Center Hotel as a Navigation Center and residential use (140 single-room occupancy dwelling units and 12 additional vacant units) for the foreseeable future. The existing on-site parking lots containing 242 parking spaces would also remain unaltered.

The existing development controls on the Project site would continue to govern site development and would not be changed by General Plan, Planning Code, and Zoning Map amendments. The site would remain under existing density and height and bulk standards defined for the NCT-3 and Public (P) districts, and the 85-X and 40-X height and bulk districts, and no new development would occur.

The No Project Alternative would reduce the impacts of the Project because no new development would occur. The significant and unavoidable historic architectural resources impact of the Project would not occur. The significant and unavoidable cumulative construction-related transportation impact would still be anticipated to occur under the No Project Alternative, but the proposed Project would make no contribution to this impact, avoiding the Project's considerable contribution to that significant and unavoidable impact.

The No Project Alternative is hereby rejected as infeasible because, although it would eliminate the significant and unavoidable historic architectural resources impact of the Project, and would avoid the Project's considerable contribution to the significant and unavoidable cumulative construction-related transportation impact, it would fail to meet the basic objectives of the Project. Because the physical environment of the Project site would be unchanged, the No Project Alternative would fail to achieve all but one of the Project Sponsor's objectives for the Project (the No Project Alternative would partially achieve the objective of preserving the character-defining features of the Civic Center Hotel and retaining and renovating portions of the Lesser Brothers Building storefront, but would not incorporate those resources as integral parts of the overall Project design, massing, and street wall context for Market and 12th Streets). In particular, objectives would not be achieved regarding the development of a dense, mixed-use, mixed-income community with on-site market-rate, inclusionary below-market-rate, and supportive housing, along with neighborhood-serving retail and new labor union facilities in an urban infill location in close proximity to transit; high-quality architectural and landscape design with strong urban design and prominent corners at 12th and Brady Streets; affordable housing on the Colton Street portion of the Project site at sufficient density to support on-site social and health services targeted to serve formerly homeless and at-risk residents; fulfillment of key City Market & Octavia Area Plan objectives regarding a network of neighborhood-serving open space and pedestrian passageways, including the proposed Mazzola Gardens, and encouragement of pedestrian access to the Mazzola Gardens through new mid-block alleyways and other streetscape improvements.

For these reasons, it is hereby found that the No Project Alternative is rejected because it would not meet the basic objectives of the Project and, therefore, is not a feasible alternative.

B. Full Preservation Alternative

Under the Full Preservation Alternative the site would be developed in the same manner as the Project, with the exception of Building A, including the Lesser Brothers Building, a historical resource under CEQA. The Full Preservation Alternative would retain the entirety of the Lesser Brothers Building, and would add a partial, approximately nine-foot-tall single-story addition atop that building, and construct a smaller new residential building (Building A) behind (south of) the Lesser Brothers Building, approximately 60 feet south of Market Street. The existing Lesser Brothers Building would contain retail/restaurant uses, and the single-story addition would be devoted to residential use and physically connected to the new construction to the south. The single-story addition to the Lesser Brothers Building would be set back 15 feet from the building's principal Market Street façade, 15 feet from the west (Brady Street) façade, and approximately eight feet from the east façade, minimizing effects on the existing historical resource. This alternative would create an addition that is consistent with the Secretary of the Interior's Standards for Rehabilitation, as the single-story addition would be compatible with the scale, massing, and design of the Lesser Brothers Building, but sufficiently differentiated so as to avoid creating a false sense of historicism. Like the Project, the Full Preservation Alternative would retain all of the character-defining features of the Lesser Brothers Building's Market Street façade, and would replace the

existing altered storefronts with compatible new storefronts. This alternative would generally retain the Lesser Brothers Building's single-story height and massing, setting back the partial second story addition such that the vertical addition would not be visible from sidewalks adjacent to the Project.

The Full Preservation Alternative would provide 518 dwelling units, 11 percent (66 units) fewer than would the Project, due to the reduced size of Building A. The modifications to the Lesser Brothers Building would result in an increase in the total Project retail/restaurant square footage to 20,300 square feet, or 56 percent (7,300 square feet) more than the Project. There would be no underground excavation or parking structure developed within the footprint of the Lesser Brothers Building, reducing vehicle parking by approximately 15-20 spaces compared to the Project, for total vehicle parking of 296-301 spaces. In addition, bicycle parking would be reduced by an estimated 16 Class 1 and two Class 2 spaces, for a total of 215 Class 1 and 39 Class 2 spaces. In all other respects, the Full Preservation Alternative would be developed in the same manner as the Project, and the same approvals and entitlements would be required.

The Full Preservation Alternative would avoid the Project's significant and unavoidable historic architectural resources impact on the Lesser Brothers Building, as the entirety of the historical resource would be retained, with no demolition of the building or subterranean excavation beneath the building. The Full Preservation Alternative would not significantly alter the Lesser Brothers Building, which would retain integrity of location, design, setting (in part), materials, workmanship, and feeling (in part), and the building would retain sufficient integrity such that the physical characteristics conveying its significance and justifying its eligibility for inclusion in the California Register, would, in large part, be retained. Like the Project, the Full Preservation Alternative could result in construction-related vibration impacts on both on-site and adjacent historical resources, but as with the Project, these impacts would be reduced to a less-than-significant level through implementation of mitigation measures. Two mitigation measures designed to mitigate the significant and unavoidable design-related impact on the Lesser Brothers Building under the Project (Mitigation Measures M-CR-1a, HABS Documentation, and M-CR-1b, Interpretive Display) would not be required for the Full Preservation Alternative. Similar to the Project, impacts on other historical resources, including the Civic Center Hotel and Path of Gold Light Standards, would be less than significant. The Full Preservation Alternative would therefore result in a less-than-significant historic architectural resources impact on the Lesser Brothers Building.

Similar to the Project, the Full Preservation Alternative would result in a significant cumulative construction-related impact on transit, pedestrian, and bicycle circulation, as the Full Preservation Alternative would contribute considerably to that impact. Implementation of mitigation measures would reduce the severity of that cumulative construction-related impact, but the impact would remain significant and unavoidable with mitigation. Although the Full Preservation Alternative's greater amount of retail/restaurant space as compared to the Project would result in approximately six percent greater daily vehicle trips, increased pedestrian and bicycle trips, and similar transit ridership, there would be slight operations changes as compared to those described in the Transportation and Circulation section of the EIR, and this change would not result in any new or substantially more severe transportation and circulation impacts.

The Full Preservation Alternative is rejected as infeasible because, although it would eliminate the significant and unavoidable historic architectural resources impact identified for the Project, it would not meet several of the Project objectives, and various City objectives and policies related to affordable housing and urban design, to the same extent as the Project. With respect to affordable housing, the

reduction in size of the residential component of Building A by 66 units would provide 11 percent fewer residential units than would the Project, with a corresponding reduction in affordable housing units. This reduction in residential units would cause the Full Preservation Alternative to not fully meet the Project objective of developing the site at an intensity and density that takes advantage of area transit resources at the transit-rich intersection of Van Ness and Market Streets. In addition, the City has numerous Plans and policies, including in the General Plan (Housing, Transportation and Market & Octavia Plan Elements) related to the production of housing, including affordable housing, particularly near transit, as more particularly detailed in the Executive Summary to the Commission for the October 19, 2017 hearing regarding FEIR certification and Project approvals, which is incorporated by reference as though fully set forth herein. Relevant policies include, but are not limited to, the following. From 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 1.8 (promote mixed use development including permanently affordable housing); Policy 1.10 (support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips); Policy 12.1 (encourage new housing that relies on transit use and environmentally sustainable patterns of movement). From the Transportation Element: Objective 2 (use the transportation system as a means for guiding development and improving the environment); Policy 2.1 (use rapid transit and other transportation improvements as catalyst for desirable development and coordinate new facilities with public and private development); Policy 2.5 (provide incentives for use of transit, carpools, vanpools, walking and bicycling, and reduce need for new or expanded automobile and parking facilities). From the Market & Octavia Area Plan: Objective 1.1 (create a land use plan embracing the neighborhood's potential as a mixed-use urban neighborhood); Policy 1.1.2 (concentrate more intense uses and activities in those areas best served by transit and most accessible on foot); Policy 1.2.2 (maximize housing opportunities and encourage high-quality ground floor commercial spaces); Objective 2.2 (encourage construction of residential infill); Objective 2.4 (provide increased housing opportunities affordable to households at varying income levels); Policy 3.2.13 (to maintain City's supply of affordable housing, historic rehabilitation projects may need to accommodate other considerations in determining the level of restoration). The Full Preservation Alternative does not promote these Plans and policies to the same extent as the Project.

Regarding urban design, the Full Preservation Alternative's modified design would only partially meet the Project objective of producing high-quality architectural and landscape design that contributes to Market Street's vibrancy through strong urban design. It would not meet the objective of providing a prominent corners at 12th and Brady Streets because Building A would be set back 60 feet from the corner of Market and Brady Streets. The Market & Octavia Plan includes design objectives and policies that encourage new structures to be built to property lines, and designed with a strong presence on the street, particularly along major thoroughfares like Market Street, as more particularly detailed in the Executive Summary to the Commission for the October 19, 2017 hearing regarding the FEIR certification and Project approvals, which is incorporated by reference as though fully set forth herein. Relevant policies include, but are not limited to, the following. From the Market & Octavia Area Plan: Policy 1.1.5 (reinforce the importance of Market Street as the City's cultural and ceremonial spine); Policy 1.2.7 (encourage new mixed-use infill on Market Street with an appropriate scale and stature); Objective 3.1 (encourage new buildings that contribute to beauty of built environment and quality of streets as public space); Policy 3.1.1 (ensure that new development adheres to principles of good urban design); Objective 4.3 (reinforce significance of the Market Street streetscape and celebrate its prominence). The Full Preservation Alternative is less consistent with these objectives and principles.

For these reasons, it is hereby found that the Full Preservation Alternative is rejected because, although it would eliminate the significant and unavoidable historic architectural resources impact identified for the Project, it would not meet several of the Project objectives nor City Plans and policies related to production of housing, including affordable housing, particularly near transit, and urban design, to the same extent as the Project. It is, therefore, not a feasible alternative.

C. Partial Preservation Alternative

Under the Partial Preservation Alternative, like the Full Preservation Alternative, the site would be developed in the same manner as the Project, with the exception of Building A, including the Lesser Brothers Building, a historical resource under CEQA. The Partial Preservation Alternative would construct a smaller new residential building (Building A) behind (south of) the Lesser Brothers Building, set back approximately 30 feet from the principal Market Street façade, as compared to the Project, which would set back Building A 10 feet from the principal Market Street façade. Approximately 55 percent of the volume of the Lesser Brothers Building would be retained under the Partial Preservation Alternative, and would contain retail/restaurant uses. Like the Project and the Full Preservation Alternative, the Partial Preservation Alternative would retain all of the character-defining features of the Lesser Brothers Building's Market Street façade, and would replace the existing altered storefronts with compatible new storefronts. Like the Project, but unlike the Full Preservation Alternative, the Lesser Brothers Building's single-story height and massing would not be retained. Under the Partial Preservation Alternative, a seven-story vertical addition would be built, to a height 60 feet above the retained portion of the 23-foot-tall Lesser Brothers Building, with an additional setback of 20 feet from Market Street as compared to the Project.

The Partial Preservation Alternative would provide 546 dwelling units, seven percent (38 units) fewer than would the Project, due to the reduced size of Building A. The modifications to the Lesser Brothers Building would result in a total Project retail/restaurant square footage of 14,400 square feet, or 11 percent (1,400 square feet) more than the Project. There would be no underground excavation or parking structure developed within the footprint of the Lesser Brothers Building, reducing vehicle parking by approximately 15-20 spaces compared to the Project, for total vehicle parking of 296-301 spaces. In addition, bicycle parking would be reduced by an estimated nine Class 1 and one Class 2 spaces, for a total of 222 Class 1 and 41 Class 2 spaces. In all other respects, the Partial Preservation Alternative would be developed in the same manner as the Project, and the same approvals and entitlements would be required.

The Partial Preservation Alternative would lessen, but would not eliminate, the Project's significant and unavoidable historic architectural resources impact on the Lesser Brothers Building. Although more of the Lesser Brothers Building would be retained than under the Project, the vertical addition to the Lesser Brothers Building and demolition of a substantial portion of the building would significantly alter the historic resource, materially impairing its historic significance. Two mitigation measures designed to mitigate the significant and unavoidable design-related impact on the Lesser Brothers Building under the Project (Mitigation Measures M-CR-1a, HABS Documentation, and M-CR-1b, Interpretive Display) would apply to the Partial Preservation Alternative, but similar to the Project these mitigation measures would not reduce the impact to a less-than-significant level. Like the Project, the Partial Preservation Alternative could result in construction-related vibration impacts on both on-site and adjacent historical resources, but as with the Project, these impacts would be reduced to a less-than-significant level through

implementation of mitigation measures. Similar to the Project, impacts on other historical resources, including the Civic Center Hotel and Path of Gold Light Standards, would be less than significant.

Similar to the Project, the Partial Preservation Alternative would result in a significant cumulative construction-related impact on transit, pedestrian, and bicycle circulation, as the Partial Preservation Alternative would contribute considerably to that impact. Implementation of mitigation measures would reduce the severity of that cumulative construction-related impact, but the impact would remain significant and unavoidable with mitigation. The Partial Preservation Alternative's incrementally reduced development program would result in approximately two to five percent fewer daily vehicle, transit, and pedestrian and bicycle trips as compared to the Project, resulting in slightly smaller operations changes as compared to those described in the Transportation and Circulation section of the EIR.

The Partial Preservation Alternative is rejected as infeasible because, although it would eliminate the significant and unavoidable historic architectural resources impact identified for the Project, it would not meet several of the Project objectives, and various City objectives and policies related to affordable housing and urban design, to the same extent as the Project. With respect to affordable housing, the reduction in size of the residential component of Building A by 38 units would provide seven percent fewer residential units than would the Project, with a corresponding reduction in affordable housing units. This reduction in residential units would cause the Full Preservation Alternative to not fully meet the Project objective of developing the site at an intensity and density that takes advantage of area transit resources at the transit-rich intersection of Van Ness and Market Streets. In addition, the City has numerous Plans and policies, including in the General Plan (Housing, Transportation and Market & Octavia Plan Elements) related to the production of housing, including affordable housing, particularly near transit, as more particularly detailed in the Executive Summary to the Commission for the October 19, 2017 hearing regarding FEIR certification and Project approvals, which is incorporated by reference as though fully set forth herein. Relevant policies include, but are not limited to, the following. From 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 1.8 (promote mixed use development including permanently affordable housing); Policy 1.10 (support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips); Policy 12.1 (encourage new housing that relies on transit use and environmentally sustainable patterns of movement). From the Transportation Element: Objective 2 (use the transportation system as a means for guiding development and improving the environment); Policy 2.1 (use rapid transit and other transportation improvements as catalyst for desirable development and coordinate new facilities with public and private development); Policy 2.5 (provide incentives for use of transit, carpools, vanpools, walking and bicycling, and reduce need for new or expanded automobile and parking facilities). From the Market & Octavia Area Plan: Objective 1.1 (create a land use plan embracing the neighborhood's potential as a mixed-use urban neighborhood); Policy 1.1.2 (concentrate more intense uses and activities in those areas best served by transit and most accessible on foot); Policy 1.2.2 (maximize housing opportunities and encourage high-quality ground floor commercial spaces); Objective 2.2 (encourage construction of residential infill); Objective 2.4 (provide increased housing opportunities affordable to households at varying income levels); Policy 3.2.13 (to maintain City's supply of affordable housing, historic rehabilitation projects may need to accommodate other considerations in determining the level of restoration). The Partial Preservation Alternative does not promote these Plans and policies to the same extent as the Project.

Regarding urban design, the Partial Preservation Alternative's modified design would only partially meet the Project objective of producing high-quality architectural and landscape design that contributes to Market Street's vibrancy through strong urban design. It would not meet the objective of providing a prominent corner at 12th and Brady Streets because Building A would be set back 60 feet from the corner of Market and Brady Streets. The Market & Octavia Plan includes design objectives and policies that encourage new structures to be built to property lines, and designed with a strong presence on the street, particularly along major thoroughfares like Market Street, as more particularly detailed in the Executive Summary to the Commission for the October 19, 2017 hearing regarding the FEIR certification and Project approvals, which is incorporated by reference as though fully set forth herein. Relevant policies include, but are not limited to, the following. From the Market & Octavia Area Plan: Policy 1.1.5 (reinforce the importance of Market Street as the City's cultural and ceremonial spine); Policy 1.2.7 (encourage new mixed-use infill on Market Street with an appropriate scale and stature); Objective 3.1 (encourage new buildings that contribute to beauty of built environment and quality of streets as public space); Policy 3.1.1 (ensure that new development adheres to principles of good urban design); Objective 4.3 (reinforce significance of the Market Street streetscape and celebrate its prominence). The Partial Preservation Alternative is less consistent with these objectives and principles, and in addition does not eliminate the significant impact to the Lesser Building.

For these reasons, it is hereby found that the Partial Preservation Alternative is rejected because, although it would reduce the significant and unavoidable historic architectural resources impact identified for the Project, it would not eliminate that impact, and would not meet several of the Project objectives nor City Plans and policies related to production of housing, including affordable housing, particularly near transit, and urban design, to the same extent as the Project. It is, therefore, not a feasible alternative.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Section 21081 and CEQA Guidelines Section 15093, the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, this determination is that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the Final EIR and the preceding findings, which are incorporated by reference into this Section, and in the documents found in the administrative record, as described in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Commission specifically finds that there are significant benefits of the Project in spite of the unavoidable significant impacts. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. Any remaining significant effects on the environment found to be unavoidable are found to be acceptable due to the following specific overriding economic, technical, legal, social and other considerations:

- Consistent with the vision, objectives and goals of the Market & Octavia Area Plan, the Project would create a mixed-use development at a significant, underutilized site in a transit-oriented, urban infill location with an appropriate building density, mix of uses, and public amenity program.
- The Project would create a mixed-use, mixed-income community that includes on-site market-rate, inclusionary below-market-rate, and supportive housing, along with neighborhood-serving retail and new labor union facilities.
- The Project would develop the site at an intensity and density that takes advantage of the transit resources in the area and allows the Project to remain financially feasible while delivering on-site affordable housing, open space, and other public benefits and community amenities.
- The Project would produce high-quality architectural and landscape design that encourages variety, is compatible with its surrounding context, and will contribute to Market Street's unique vibrancy through strong urban design and prominent corners at 12th and Brady Streets.
- The Project would build a transit-oriented development that is committed to sustainable design and programming through its transportation demand management, efficient building systems, and environmentally-conscious construction materials and methods.
- The Project would Preserve the character-defining features of the Civic Center Hotel and retain and renovate portions of the Lesser Brothers Building storefront at 1629-1645 Market Street, and incorporate these resources as integral parts of the overall Project design, massing, and street wall context for Market and 12th Streets.
- The Project would provide affordable housing on the Colton Street portion of the Project site at a sufficient density to support on-site social and health services targeted to serve formerly homeless and at-risk residents.
- The Project would develop a new facility for the property owner and current occupant of the site, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local 38 and its Pension Trust Fund, including offices and union meeting space.
- The Project would fulfill key City Market & Octavia Area Plan objectives regarding the network of neighborhood-serving open space and pedestrian passageways by designing, developing, and maintaining the Mazzola Gardens.
- The Project would encourage pedestrian access to the Mazzola Gardens with both north/south and east/west access to the site by creating new mid-block alleyways and other streetscape improvements.
- Under the terms of the Development Agreement, the Project Sponsor would provide a host of additional assurances and benefits that would accrue to the public and the City, including, but not limited to: increased affordable housing exceeding amounts otherwise required, with approximately 100 Affordable Supportive Housing Units at the Colton Street building with a depth of affordability exceeding current City requirements; on-site replacement, to modern standards, of units replacing existing Residential Hotel Units at a replacement ratio exceeding the requirements of the San Francisco Residential Hotel Unit Conversion and Demolition Ordinance; land donation, construction,

and maintenance of the Mazzola Gardens and other publicly accessible open space; and improvement of Stevenson Street for pedestrian and auto use.

- The Project will be constructed at no cost to the City, and will provide substantial direct and indirect economic benefits to the City.

Having considered the above, the Planning Commission finds that the benefits of the Project outweigh the unavoidable adverse environmental effects identified in the Final EIR, and that those adverse environmental effects are therefore acceptable.



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- Affordable Housing (Sec. 415)
- Jobs Housing Linkage Program (Sec. 413)
- Downtown Park Fee (Sec. 412)
- First Source Hiring (Admin. Code)
- Child Care Requirement (Sec. 414)
- Other (TSF, Sec. 411A & M&O.CIF, Sec. 416)

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Planning Commission Motion No. 20038

HEARING DATE: OCTOBER 19, 2017

Case No.: 2015-005848CUA
Project Address: 1601-1645 Market Street (aka 1629 Market St Mixed-Use Project)
Existing Zoning: NCT-3 (Neighborhood Commercial, Moderate Scale) Zoning District
 P (Public) Zoning District
 OS, 40-X and 85-X Height and Bulk Districts
Proposed Zoning: NCT-3 (Neighborhood Commercial, Moderate Scale) Zoning District
 P (Public) Zoning District
 OS, 68-X and 85-X Height and Bulk Districts
Block/Lot: 3505/001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A & 035
Project Sponsor: Strada Brady, LLC
 101 Mission Street, Suite 420
 San Francisco, CA 94105
Staff Contact: Linda Ajello Hoagland – (415) 575-6823
linda.ajellohoagland@sfgov.org

ADOPT FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION AND PLANNED UNIT DEVELOPMENT FOR: 1) DEVELOPMENT ON A LOT LARGER THAN 10,000 SQUARE FEET IN THE NCT-3 ZONING DISTRICT; 2) ESTABLISHMENT OF A NON-RESIDENTIAL USE LARGER THAN 4,000 SQUARE FEET IN THE NCT-3 ZONING DISTRICT; 3) MODIFICATION OF THE DWELLING UNIT MIX REQUIREMENT, PURSUANT TO SECTIONS 121.1, 121.2, 207.6, 303, 304 AND 752 OF THE PLANNING CODE WITH A MODIFICATION TO THE REQUIREMENTS FOR REAR YARD (PLANNING CODE SECTION 134), PERMITTED OBSTRUCTIONS (PLANNING CODE SECTION 136), DWELLING UNIT EXPOSURE (PLANNING CODE SECTION 140), STREET FRONTAGE (PLANNING CODE SECTION 145.1), OFF-STREET LOADING (PLANNING CODE SECTION 152), AND MEASUREMENT OF HEIGHT (PLANNING CODE SECTION 260), AT 1601-1645 MARKET STREET (ASSESSOR'S BLOCK 3505, LOTS 001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A & 035) WITHIN THE P (PUBLIC) AND NCT-3 (MODERATE SCALE NEIGHBORHOOD COMMERCIAL TRANSIT) ZONING DISTRICTS AND A OS (OPEN SPACE), 68-X & 85-X HEIGHT AND BULK DISTRICTS, AND TO ADOPT FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On October 19, 2016, Michael Cohen on behalf of Strada Brady (hereinafter "Project Sponsor") filed an application with the Planning Department (hereinafter "Department") for Conditional Use Authorization and Planned Unit Development under Planning Code Section(s) 121.1, 121.2, 207.6, 303, 304 and 752 to

allow a non-residential use greater than 4,000 square feet, a modification to the dwelling unit mix, and development on a lot larger than 10,000 square feet at 1601-1645 Market Street within the NCT-3 (Moderate Scale Neighborhood Commercial Transit) and P (Public) Zoning Districts and a OS, 68-X and 80-X Height and Bulk Districts.

The Project Sponsor filed an Environmental Evaluation Application for the Project with the Department on July 10, 2015.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the San Francisco Planning Department ("Department"), as lead agency, published and circulated a Notice of Preparation ("NOP") on February 8, 2017, which notice solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on March 1, 2017, at the American Red Cross Building at 1663 Market Street.

During the approximately 30-day public scoping period that ended on March 10, 2017, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in preparation of the Draft EIR.

The Department published a Draft EIR for the project on May 10, 2017, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On May 10, 2017, the Department also distributed notices of availability of the Draft EIR, published notification of its availability in a newspaper of general circulation in San Francisco, posted the notice of availability at the San Francisco County Clerk's office, and posted notices at locations within the project area. The Planning Commission held a public hearing on June 15, 2017, to solicit testimony on the Draft EIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the Draft EIR until June 26, 2017.

The San Francisco Planning Department then prepared the Comments and Responses to Comments ("RTC") on Draft EIR document. The Final EIR (FEIR) document was published on October 4, 2017, and includes copies of all of the comments received on the Draft EIR and written responses to each comment.

The Commission reviewed and considered the Final Environmental Impact Report (FEIR) for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting 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, and approved the FEIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

By Motion No. 20034, the Planning Commission approved California Environmental Quality Act (CEQA) Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2015-005848CUA, for approval of the Project, which findings are incorporated by reference as though fully set forth herein. The CEQA Findings included adoption of a Mitigation Monitoring and Reporting

Program (MMRP) as Attachment B, which MMRP is hereby incorporated by reference as though fully set forth herein and which requirements are made conditions of this approval.

The Planning Department Commission Secretary is the custodian of records, located in the File for Case No. 2015-005848CUA at 1650 Mission Street, Fourth Floor, San Francisco, California.

On October 19, 2017, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2015-005848CUA.

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

MOVED, that the Commission hereby authorizes the Conditional Use requested in Application No. 2015-005848CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS:

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

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The project site occupies approximately 97,617 square feet, or 2.2 acres, on the block bounded by Market, 12th, Otis, and Brady Streets located within the boundaries of Market & Octavia Area Plan. Most of the site is located within the NCT-3 (Moderate-Scale Neighborhood Commercial Transit) Zoning District, while the southwestern portion of the site, occupying approximately 20,119 square feet is in a P (Public) Zoning District. The portions of the project site north of Stevenson Street and east of Colusa Place are located within an 85-X Height and Bulk District, while the portion of the project site south of Colton Street is in a 68-X Height and Bulk District, and the portion of the project site in the P (Public) Zoning District is in an Open Space (OS) Height and Bulk District.

The project site is currently occupied by four surface parking lots containing 242 parking spaces; an approximately 15-foot-tall Bay Area Rapid Transit (BART) ventilation structure for the below-grade BART tunnel,¹ as well as three buildings: the Civic Center Hotel, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry (UA) Local 38 building, and the Lesser Brothers Building, which is currently occupied by a variety of retail tenants.

3. **Surrounding Properties and Neighborhood.** The project site is located in an area that is mixed-use in character with a variety of residential uses and commercial establishments, including an automobile-oriented businesses, urgent care medical services, and residential buildings with ground-floor, neighborhood-serving retail. Several community facilities, including the San

¹ The BART ventilation structure is located on a separate lot (3505/034), which is owned by BART.

Francisco Conservatory of Music, the International High School and the Chinese American International School, and the San Francisco Law School are located north of the project site near Market Street, while the City College of San Francisco has an auditorium and administrative offices along Gough Street, west of the project site.

On the north side of Market Street across from the UA Local 38 Building (1621 Market Street) and the Lesser Brothers Building (1629-1645 Market Street) on the project site is a recently constructed five-story (approximately 60 feet tall) building with residential uses above a Golden Gate Urgent Care facility located on the ground floor, and a three-story (approximately 45 feet tall), masonry-clad residential building with a Pilates studio on the ground floor. On the north side of Market Street across from the Civic Center Hotel (1601 Market Street) is a six-story (approximately 75 feet tall), brick-clad residential building with ground-floor retail, including two cafes, a bicycle shop, and a small workout/training facility. An approximately 30-foot-tall Honda Dealership and Service Center is located east of the Civic Center Hotel across 12th Street at 10 South Van Ness Avenue. The Ashbury General Contracting & Engineering business is located in a two-story (approximately 35 feet tall) stucco building located south of the Civic Center Hotel across Stevenson Street. A one-story rear portion (approximately 20 feet tall) of a three-story, masonry-clad vacant building forms the southern boundary of the parking lot south of Stevenson Street on the project site, as well as the western boundary of the parking lot bounded by Colton Street to the north, Colusa Place to the east, and Chase Court to the south. The southern boundary of this parking lot is formed by two one-story masonry (approximately 20 feet tall) buildings containing the City Ballet School, LLC and an auto service center. A two-story, wood shingle-clad residence forms the eastern boundary of this parking lot and is located south of Colton Street across from the project site. A one-story (approximately 20 feet tall), wood-clad building containing a full-service sign shop is also located south of Colton Street across from the project site. A five-story (approximately 60 feet tall), brick-clad building containing a hair salon and a clothing and accessories shop on the ground floor and residential uses above is located west of the project site across Brady Street.

- Project Description:** The Project includes the demolition of the existing UA Local 38 Building, demolition of the majority of the Lesser Brothers Building, and rehabilitation of the Civic Center Hotel, as well as the demolition of the 242-space surface parking lots on the project site. The Project would construct a total of five new buildings on the project site, including a new UA Local 38 building, and a 10-story addition to the Lesser Brothers Building with ground-floor retail/restaurant space at the corner of Brady and Market Streets ("Building A"). A new 10-story residential building with ground-floor retail/restaurant space ("Building B") would be constructed on Market Street between the new UA Local 38 building and Building A. A nine-story residential building would be constructed at the end of Colton Street and south of Stevenson Street ("Building D"). The five-story Civic Center Hotel would be rehabilitated to contain residential units and ground-floor retail/restaurant space ("Building C"), and a new six-story Colton Street Affordable Housing Building would be constructed south of Colton Street as part of the Project. Overall, the Project will include construction of 455,900 square feet of residential use containing up to 484 residential units (including market rate and on-site affordable housing units) and up to 100 affordable units in the Colton Street Affordable Housing Building, for a total of up to 584 dwelling units. The residential unit breakdown for the 484 units would consist of approximately 131 studio units (27.1 percent), 185 one-bedroom units (38.2 percent), and 168 two-bedroom units (34.7 percent). In addition, the Project will include 32,100

square feet of union facility use, 13,000 square feet of ground-floor retail/restaurant use, and 33,500 square feet of publicly-accessible and residential open space. In addition, the Project would include construction of a two-level, below-grade garage with up to 316 parking spaces (some of which may include the use of stackers) accessible from Brady and Stevenson Streets. As part of the project, the Project Sponsor will develop a new privately-owned publicly-accessible open space at the northeast corner of Brady and Colton Streets.

5. **Public Comment.** The Department has not received any public correspondence in support or in opposition to the Project.
6. **Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Use.** Planning Code Section 752 defines the permitted uses within the NCT-3 (Moderate Scale Neighborhood Commercial Transit) Zoning District. Per Planning Code Section 752, residential, retail and institutional uses as principally permitted uses.

The Project would provide up to 584 residential units, including up to 100 units in the Colton Street Affordable Housing Building and an additional 12 percent of the remaining residential units designated as affordable housing, construct a new UA Local 38 building, and provide 6,950 square feet of retail sales and service use and 6,050 square feet of eating and drinking uses. Therefore, the proposed uses comply with Planning Code Section 752.

- B. **Non-Residential Use Size.** Planning Code Section 121.2, the project is required to obtain Conditional Use Authorization for a non-residential use size of 4,000 square feet or larger.

The Project includes the demolition of the existing 24,100 square foot UA Local 38 Building and construction of a new 32,095 square foot UA Local 38 Building (an institutional use); therefore, the Project is requesting Conditional Use Authorization from the Planning Commission to establish a non-residential use size larger than 4,000 square feet in the NCT-3 Zoning District.

- C. **Development of Large Lots in the NCT-3 Zoning District.** Planning Code Section 121.1, the project is required to obtain Conditional Use Authorization from the Planning Commission for new development on a lot larger than 10,000 square feet.

The Project site occupies approximately 97,617 square feet, or 2.2 acres, therefore the Project is requesting Conditional Use Authorization from the Planning Commission for development on a large lot in the NCT-3 Zoning District.

- D. **Rear Yard.** Planning Code Section 134 states that the minimum rear yard depth shall be equal to 25 percent of the total depth of a lot in which it is situated, but in no case less than 15 feet.

Currently, the Project does not provide a rear yard according to the requirements specified in the Planning Code, and is seeking a modification of this requirement in the PUD. The Project provides open space through a series of private and public open spaces and landscaped areas, including common roof decks (4,450 sq. ft.), private ground floor open space (1,151 sq. ft.), and common ground floor open

space (4,957 sq. ft.). The Project also includes additional open space through a series of inner courts (10,474 sq. ft.). Furthermore, the Project provides a privately owned, publicly accessible open space with frontage on Brady and Colton Streets and direct access from Market and 12th Streets (7,839 sq. ft.); however, this space is not included in the overall open space calculation, since the Project Sponsor is requesting in-kind credit for the construction of this open space, as outlined in the Development Agreement. (See Case No. 2015-005848DVA).

Overall, the Project provides more than 33,500 square feet of open space, including the privately owned, publicly accessible open space utilized for in-kind credit. Since the Project does not provide a code-complying rear yard, the Project is seeking a modification to the rear yard requirement as part of the Planned Unit Development. The Project occupies the majority of the block bounded by Market, Brady, 12th, Colton and Stevenson Streets. The subject block does not currently possess a pattern of mid-block open space, since the majority of the project site is currently occupied by three existing buildings and surface parking lots. However, the new privately owned, publicly accessible open space will create new open space.

- E. **Usable Open Space.** Per the 1629 Market Street SUD, a minimum of 36 square feet of private or common open space is required per dwelling unit.

Common open space within this SUD is exempt from the 45-degree requirements of Planning Code Section 135(g)(2), and projections of portions of adjacent residential structures over such open space are considered permitted obstructions under Planning Code Sections 135(g)(2) and 136, provided that each such project leaves at least 7 1/2 feet of headroom.

The Project includes open space through a roof deck on Building A (measuring 2,950 sq ft), a roof deck on Building D (measuring 1,500 sq ft), private stoops along Brady Street (measuring 1,163 sq ft), an inner court around Building B, C and the new UA Local 38 Building (measuring 2,230 sq ft), an inner court behind Building D (measuring 743 sq ft), an inner court behind the Colton St Affordable Housing Project (measuring 608 sq ft), a publicly-accessible mid-block passage between Building A and B (measuring 6,645 sq ft), and open space north of the new Mazzola Gardens (collectively measuring 4,043 sq ft). All common open space complies with Planning Code Section 135's dimensional requirements as specifically modified by the 1629 Market Street SUD. In total, the Project provides 21,032 sq ft of useable open space; therefore, the Project meets the requirements for open space at 36 square feet per dwelling unit.

- F. **Permitted Obstructions.** Planning Code Section 136 outlines the requirements for features, which may be permitted over street, alleys, setbacks, yards or useable open space.

Currently, the Project includes bay windows and projections in Buildings A and B, which project over the street and useable open space, and projections at Building D which project over usable open space, do not conform to the dimensional requirements of the Planning Code. Therefore, the Project is seeking a modification of this requirement under the PUD.

- G. **Dwelling Unit Exposure.** Planning Code Section 140 requires that at least one room of all dwelling units face onto a public street, rear yard or other open area that meets minimum requirements for area and horizontal dimensions. To meet exposure requirements, a public street, public alley at least 20 feet wide, side yard or rear yard must be at least 25 feet in

width, or an open area (either inner court or a space between separate buildings on the same lot) must be no less than 25 feet in every horizontal dimension for the floor at which the dwelling unit is located:

The Project organizes the dwelling units to have exposure on Market, Brady 12th, Stevenson and Colton Streets and Colusa Place or along an inner court or open space between buildings. As proposed, 36 dwelling units in Building D do not meet the dwelling unit exposure requirements of the Planning Code; therefore, the Project does not comply with Planning Code Section 140 and is seeking a modification of this requirement under the PLID.

- H. **Off-Street Parking.** Planning Code Section 151.1 states that off-street parking is not required in the NCT-3 Zoning District. Rather, Planning Code Sections 151.1 permits a maximum of 50 off-street parking spaces per residential dwelling unit and a 1 space for every 1,500 square feet of institutional and retail uses.

The Project provides 316 off-street parking spaces, including 4 car share-share spaces where a maximum of 323 spaces is permitted; therefore, the Project complies with Planning Code Section 151.1.

- I. **Bicycle Parking.** Planning Code Section 155.2. requires 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100 for buildings containing more than 100 dwelling units and 1 Class 2 space for every 20 units; a minimum of two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area for institutional uses and a minimum of two Class 2 spaces for any use greater than 5,000 square feet of Occupied Floor Area; one Class 1 space for every 7,500 square feet of Occupied Floor Area for retail sales and service uses and one Class 2 space for every 2,500 square feet of Occupied Floor Area; one Class 1 space for every 7,500 square feet of Occupied Floor Area for eating and drinking uses and one Class 2 space for every 750 square feet of Occupied Floor Area eating and drinking uses.

The Project includes 584 dwelling units, 6,950 square feet of retail, 6,050 square feet of eating and drinking uses and 32,095 square feet of institutional uses; therefore, the Project is required to provide 221 Class 1 bicycle parking spaces and 28 Class 2 bicycle parking spaces for residential uses; two Class 1 and two Class 2 bicycle space for retail uses; 1 Class 1 and eight Class 2 bicycle parking spaces for eating and drinking uses; and six Class 1 bicycle spaces and two Class 2 bicycle parking spaces for the institutional uses. The Project will provide two hundred and thirty (230) Class 1 bicycle parking spaces and forty (40) Class 2 bicycle parking spaces, which meets the requirement. Therefore, the Project complies with Planning Code Section 155.2.

- J. **Off-Street Loading.** Planning Code Section 152 requires three (3) off-street loading spaces for uses greater than 500,000 square feet, plus one (1) for each additional 400,000 square feet. Further, these loading spaces must meet the dimensional requirements outlined in Planning Code Section 154.

The Project is proposing five off-street loading spaces, four 20-foot long spaces in the underground parking garage and a designated 25-foot long on-site move-in/move-out loading space adjacent to Building D. Move-in/move-out loading for Buildings A and B will occur in the underground parking

garage off-street loading spaces. The off-street loading spaces do not meet the Planning Code Section 154 dimensional requirements, but would be supplemented by on-street loading zones on Brady and 12th Streets, thus ensuring sufficient loading space to serve the residential, institutional, and retail/restaurant uses. The Project does not comply with the off-street loading dimensional requirements in Planning Code Sections 152 and 154 and is seeking a modification of these requirements under the PUD.

- K. **Street Frontage in Neighborhood Commercial Districts.** Planning Code Section 145.1 requires off-street parking at street grade on a development lot to be set back at least 25 feet on the ground floor; that no more than one-third of the width or 20 feet, whichever is less, of any given street frontage of a new structure parallel to and facing a street shall be devoted to parking and loading ingress or egress; that space for active uses be provided within the first 25 feet of building depth on the ground floor; that non-residential uses have a minimum floor-to-floor height of 14 feet; that the floors of street-fronting interior spaces housing non-residential active uses and lobbies be as close as possible to the level of the adjacent sidewalk at the principal entrance to these spaces; and that frontages with active uses that are not residential or PDR be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level.

Per Planning Code Section 145.1(b)(2)(A), residential uses are considered active uses above the ground floor, on the ground floor, residential uses are considered active uses only if more than 50 percent of the linear residential street frontage at the ground level features walk-up dwelling units that provide direct, individual pedestrian access to a public sidewalk, and are consistent with the Ground Floor Residential Design Guidelines.

Overall, the Project meets the majority of the requirements outlined in Planning Code Section 145.1. However, the Project provides a garage entrance along Stevenson Street, which measures 23-ft wide. Per Planning Code Section 145.1, new garage entrances are limited to 20-ft wide; therefore, the Project is seeking a modification of this requirement under the PUD.

- L. **Transportation Demand Management (TDM) Plan.** Pursuant to Planning Code Section 169 and the TDM Program Standards, the Project shall finalize a TDM Plan prior to Planning Department approval of the first Building Permit or Site Permit. As currently proposed, the Project must achieve a target of 61 points:

The Project submitted a completed Environmental evaluation Application prior to September 4, 2016. Therefore, the Project must only achieve 50% of the point target established in the TDM Program Standards, resulting in a target of 30.5 points. As currently proposed, the Project will achieve its required 30.5 points through the following TDM measures:

- Improve Walking Conditions (Option B)
- Bicycle Parking (Option A)
- Bicycle Repair Station
- Car-share Parking and Membership (Option A)
- Delivery Supportive Amenities
- Family TDM Amenities – Residential Use (Option A)
- Multimodal Wayfinding Signage
- Real-Time Transportation Information Displays

- Tailored Transportation Marketing Services (Option A)
- On-site Affordable Housing (Option C)
- Unbundle Parking: Location C
- Parking Supply (Option C)

M. **Dwelling Unit Mix.** Planning Code Section 207.6 requires that no less than 40 percent of the total number of proposed dwelling units contain at least two bedrooms, or no less than 30 percent of the total number of proposed dwelling units contain at least three bedrooms.

Overall, the Project provides a dwelling unit mix consisting of approximately 131 studio units (27.1 percent), 185 one-bedroom units (38.2 percent), and 168 two-bedroom units (34.7 percent). Excluding the Colton Street Affordable Housing Building and the rehabilitated Civic Center Hotel ("Building C"), 40 percent of the remaining residential units would be two-bedroom units. Since the Project does not provide the required dwelling unit mix for the entirety of the Project, the Project is seeking an exception from this requirement.

N. **Measurement of Height.** Planning Code Section 260(a)(1)(B) requires that for sites such as the Project site, where a lot slopes down from the street, the point at which building height is measured be taken at curb level, at the centerpoint of the building or building step. That point shall be used for height measurement only for a lot depth not extending beyond a line 100 feet from and parallel to such street, or beyond a line equidistant between such street and the street on the opposite side of the block, whichever depth is greater. After that 100 foot line, the height limit is considered in relation to the opposite (lower) end of the lot, measured pursuant to Planning Code Section 260(a)(1)(C). Planning Code Section 260(a)(1)(C) which requires that on lots sloping upward from the centerline of the building or building step, the point at which building height is measured be taken at curb level for purposes of measuring the height of the closest part of the building within 10 feet of the property line of such street; at every other cross-section of the building, at right angles to the centerline of the building or building step, such point shall be taken as the average of the ground elevations at either side of the building or building step at that cross-section.

The Project seeks a modification of the Planning Code Section 260(a)(1)(B) requirement for Buildings A and B, which would permit the Market Street measurement point to be used for height measurement only for the first 100 feet of lot depth. Compliance with this requirement would eliminate approximately 50% of 9th floor dwelling units in Buildings A and B. Accordingly, the Project seeks the following minor deviations from the provisions for measurement of height: at Building A, allow the Market Street point of measurement to be used for a lot depth of up to 180 feet; at Building B, allow for the Market Street point of measurement to be used for a lot depth of up to 185 feet.

O. **Signage.** Currently, there is not a proposed sign program on file with the Planning Department. Any proposed signage will be subject to the review and approval of the Planning Department.

P. **Market & Octavia Infrastructure Impact Fee.** Per Planning Code Section 416, the Project is subject to the Market & Octavia Infrastructure Impact Fee.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

The Project will satisfy a portion of this fee with an in-kind contribution of publicly-accessible open space, as set forth in the Development Agreement.

- Q. **Transportation Sustainability Fee.** The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A.

The Project will meet the TSF requirements that apply under Section 411A based on the Environmental Evaluation Application submittal date of July 10, 2015, as set forth in the Development Agreement.

- R. **Residential Child-Care Fee.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

The Project will comply with Section 414A, as set forth in the Development Agreement.

- S. **Inclusionary Affordable Housing.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 415.3, these requirements would apply to any housing project that consists of 10 or more units where an individual project or a phased project is to be undertaken and where the total undertaking comprises a project with 10 or more units, even if the development is on separate but adjacent lots. For any development project that submitted a complete Environmental Evaluation application on or prior to January 12, 2016, affordable units in the amount of 14.5 percent of the number of units shall be constructed on-site.

The Development Agreement outlines terms for the Project's affordable inclusionary housing requirements. At buildout, approximately 26-28% of the Project's units will be affordable to low- and very low-income residents through a combination of on-site affordable rental units and the Solton Street Affordable Housing building's approximately 100 units, including integrated community and social service space.

7. **Planning Code Section 121.1** establishes criteria for the Planning Commission to consider when reviewing applications for Developments of Large Lots in Neighborhood Commercial Districts. On balance, the project complies with said criteria in that:

- a) The mass and facade of the proposed structure are compatible with the existing scale of the district.

Overall, the Project would result in six buildings, including the rehabilitation of the Civic Center Hotel and the reuse of a portion of the Lesser Brothers Building. The new construction rises to 85-ft tall, and is compatible with the scale and mass of new buildings found along Market Street. The Project would rehabilitate the Civic Center Hotel and retain all of its exterior character-defining features. The Project integrates new construction in a manner that provides a physical separation and a visual buffer between the Civic Center Hotel and adjacent new construction. The Project would retain the entire 140-foot-long Market Street facade of the Lesser Brothers Building, which is the building's primary facade and only facade with ornamentation, including the following character-

defining features: the façade's single-story height, storefronts divided by piers and capped by wood-frame transoms, stucco-clad and cast cement frieze and cornice, and tile-clad pent roof. Although the Lesser Brothers Building's single-story height and massing would be eliminated, the Market Street façade and portions of the Brady Street façade and newly exposed east façade would remain visible as a single-story element. The retained façades would be incorporated into the new 85-foot-tall structure containing mixed residential and retail/restaurant uses, with a 10-foot setback, irregularly-spaced, multi-story rectangular bay windows and a new material palette providing contrast with the historic façades, while aligning rectangular bays with storefronts in the retained façades to create a geometric relationship between old and new construction. The Project's collection of buildings provide an appropriate scale and mass for this portion of Market Street with the recognition of the lower-scale buildings found along Brady and Colton Streets.

- b) The facade of the proposed structure is compatible with design features of adjacent facades that contribute to the positive visual quality of the district.

The Project retains the entire 140-foot-long Market Street facade of the Lesser Building and will rehabilitate the existing Civic Center Hotel. The new buildings will incorporate design and architectural treatments with various vertical and horizontal elements and a pedestrian scale ground floor which is consistent with the design features of adjacent facades and of those in the district along Market Street. The new buildings' character ensures the best design of the times with high-quality building materials (including board textured concrete, cement plaster, metal cladding, metal and glass guardrails, metal fins and brick tile) that relate to the surrounding structures that make up the character of the neighborhood while acknowledging and respecting the positive attributes of the older buildings. Overall, the Project offers an architectural treatment, which provides for contemporary, yet contextual, architectural design that appears consistent and compatible with the surrounding neighborhood.

8. Planning Code Section 121.2 establishes criteria for the Planning Commission to consider when reviewing applications for non-residential use size in Neighborhood Commercial Districts. On balance, the project does comply, on balance, with said criteria in that:

- a) The intensity of activity in the district is not such that allowing the larger use will be likely to foreclose the location of other needed neighborhood-serving uses in the area.

The existing 24,100 gsf UA Local 38 Building will be demolished and replaced with a new 32,095 gsf UA Local 38 Building; thus, resulting in an additional 7,995 gsf. The new facility will provide updated meeting and office space for UA Local 38, which is an institutional use. Therefore, the larger use will not foreclose the location of other needed neighborhood-serving uses in the area. As part of the larger Project, retail and eating and drinking uses are proposed on other parts of the project site.

- b) The proposed use will serve the neighborhood, in whole or in significant part, and the nature of the use requires a larger size in order to function.

The existing 24,100 gsf UA Local 38 Building was constructed in 1923. The new 32,095 gsf building will provide updated meeting and office space for UA Local 38 to accommodate their current needs. The new, updated and enlarged building will allow the organization to remain in the neighborhood and continue to serve its members in the community as it has done for many years.

- c) The building in which the use is to be located is designed in discrete elements which respect the scale of development in the district.

The design and scale of the new UA Local 38 Building has been designed to relate to the existing historic buildings and new buildings that are included in the Projects overall scope. The height, bulk and massing of the new building is consistent with the existing Civic Center Hotel, in which it is adjacent to and has been designed in a classic contemporary style which will contribute to and respect the existing context of the district.

9. Planning Code Section 207.6 establishes criteria for the Planning Commission to consider when reviewing applications for dwelling unit mix in Neighborhood Commercial Transit Districts. On balance, the project does comply, on balance, with said criteria in that:

- a) The project demonstrates a need or mission to serve unique populations, or

Portions of the Project include market-rate housing with on-site inclusionary affordable housing units in Buildings A, B, C and D. The Colton Street Affordable Housing Building will be a 100% affordable housing project with supportive housing services. Supportive housing is much needed throughout the City.

- b) The project site or existing building(s), if any, feature physical constraints that make it unreasonable to fulfill these requirements:

The Project will comply with Planning Code Section 207.6's dwelling unit mix criteria in Buildings A, B, and D. The Colton Street Affordable Housing Building is exempt from the applicable dwelling unit mix criteria as a 100% affordable building. The Civic Center Hotel (Building C) was determined to be eligible for the California Register as a historic building, due in part to the building's fenestration pattern of regularly punched, double-hung wood windows for SRO units; this pattern will be retained as part of the building's adaptive reuse. This fenestration pattern, along with the need to preserve the building's other historic features creates a physical constraint making it unreasonable to fulfill the requirements of Planning Code Section 207.6, as fulfillment of those requirements would entail construction of a large number of one and two bedroom units that vary significantly in dimension and layout from the existing units within the building.

10. Planning Code Section 303 establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use approval. On balance, the project does comply with said criteria in that:

- 1) The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

The Project will demolish the existing UA Local 38 Building and partially demolish the existing retail space in order to construct a new mixed-use development with five new buildings, including 584 residential units, approximately 157 (26-28 percent) of which will be affordable to low- and very low-income residents, and a new UA Local 38 facility. These units include 57 inclusionary units and up to

100 units in a stand-alone supportive housing building for formerly homeless individuals which will replace the Single Room Occupancy (SRO) units from the Civic Center Hotel. The Project will also include ground-floor retail and other active commercial uses.

The Project is necessary and desirable in that it will create a new mixed-used infill development on Market Street with a scale and stature that appropriately preserves the diversity and vitality of the neighborhood, while also maintaining and contributing to the important aspects of the existing neighborhood, such as providing new housing opportunities and minimizing displacement. Housing is a top priority for the City and County of San Francisco. The size and intensity of the proposed development is consistent with the policies and objectives of the Market & Octavia Area Plan and is necessary and desirable for this neighborhood and the surrounding community because it will provide new opportunities for housing and add new site amenities that will contribute to the character of the surrounding neighborhood, including a new system of parks and pedestrian connections to and through the site. The Project will also replace an underutilized site and adaptively reuse and rehabilitate a notable historic resource (Civic Center Hotel) while also providing new public amenities, including landscaping, sidewalk improvements and bicycle parking. The Project will also include the required 1:1 replacement units for the SRO dwelling units, which are being removed from the Civic Center Hotel. The Project is consistent with the neighborhood uses, which include a mix of ground floor commercial uses with residential above, educational facilities, multi-family residential building and commercial uses. The influx of new residents will contribute to the economic vitality of the existing neighborhood by adding new patrons for the nearby retail uses. In summary, the Project is an appropriate urban invention and infill development.

- 2) The proposed project will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. There are no features of the project that could be detrimental to the health, safety, or convenience of those residing or working the area, in that:

- i. Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The Project is an infill development that replaces existing buildings and surface parking lots with a new mixed-use development that is generally consistent with the Market & Octavia Area Plan and NCT-3 Zoning District. The site is substantial in size at approximately 100,000 square feet. The Project provides an appropriate residential density at this transit-rich location while also introducing new pedestrian connections, hard- and soft-scape open space, and allowing for a scale of development that is consistent with existing and planned development in the area. The shape and arrangement of structures has been carefully crafted to allow for a consistent street wall along Market and 12th Streets, and active ground floor spaces along the site's perimeter, with an appropriate variation in building design, texture and scale. The arrangement and sculpting of buildings is also designed to frame the network of pedestrian and visual pathways through the site and to its major open spaces, creating a sense of permeability and connectivity with the surrounding neighborhood.

- ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

The Project provides a total of 316 spaces, three on-site loading areas (one on 12th Street and two on Brady Street) and 230 Class 1 and 40 Class 2 bicycle parking spaces, as permitted by the Planning Code. The Project provides a parking supply that is consistent with the Market & Octavia Area Plan's goals to improve the pedestrian realm and promote transit use and is adequate to serve the site given its transit-rich location on Market Street. Additionally, a compliant TDM program will be incorporated into the Project. The Project is in close proximity to numerous public transit options given the proximity to the Market & Van Ness Muni Station, and the various bus routes along Market Street.

The Project will provide new pedestrian connection to and through the site. Parking garage access will be from Brady Street. Stevenson Street will be treated as a shared "green street" with paving and landscaping to encourage pedestrian connection between 12th Street and the site's open space, in addition to vehicular garage access. The Project also includes three on-street loading zones, one on 12th Street and two on Brady Street. These loading zones function in concert with the streetscape and sidewalk plans for both streets.

- iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor:

The Project will comply with Title 24 standards for noise insulation. The Project will also be subject to the standard conditions of approval for lighting and construction noise. Construction noise impacts would be less than significant because all construction activities would be conducted in compliance with the San Francisco Noise Ordinance (Article 29 of the San Francisco Police Code, as amended November 2008). The SF Board of Supervisors approved the Construction Dust Control Ordinance (Ordinance 176-08, effective July 30, 2008) with the intent of reducing the quantity of dust generated during site preparation, demolition and construction work in order to protect the health of the general public and of on-site workers, minimize public nuisance complaints, and to avoid orders to stop work by the Department of Building Inspection. Therefore, the Project would be required to follow specified practices to control construction dust and to comply with this ordinance. As a mixed-use residential development, Project operations are not expected to create any noxious or offensive emissions. Overall, the Project is not expected to generate dust or odor impacts.

- iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs:

The Project will create a series of new north/south and east/west pedestrian connections, including substantial new landscaping around and throughout the site, and major new publicly accessible open space. The open space plan and landscape design includes features such as plaza and garden elements, drought resistant plantings at modest heights to retain sight lines, incorporation of natural elements, and a sculptural installation or landscape wall around the existing BART vent as a visual anchor. The Project Sponsor will use commercially reasonable efforts to enter into an agreement with BART regarding proposed improvements on the BART Parcel, which BART would continue to own; all improvements on the BART Parcel would be subject to BART's operational needs and permitting requirements. Lighting, signs and all other project elements will be consistent with the City's Better Streets Program.

- 3) That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

The Project will generally comply with the provisions of the Planning Code, with amendments to the Planning Code and General Plan (Market & Octavia Plan) identified and addressed in the Legislative Amendment application. As amended, the Project will be consistent with the General Plan, including the Market & Octavia Area Plan, and particularly plans and policies related to locating density near transportation; creating new housing, including affordable/supportive housing; providing new publicly accessible private open space; creating new pedestrian connections to and through the neighborhood; and implementing streetscape improvements.

- 4) That the use as proposed would provide development that is in conformity with the purpose of the applicable Neighborhood Commercial District.

The Project is consistent with the stated purposes of NCT-3 Districts in that the intended use is a moderate to high density mixed-use project that will support neighborhood-serving commercial uses on the ground floor with housing above and will maximize residential and commercial opportunities on or near major transit service. As described in Planning Code Section 754, the NCT-3 Zoning Districts are described as follows:

NCT-3 Districts are transit-oriented moderate to high density mixed-use neighborhoods of varying scale concentrated near transit services. The NCT-3 Districts are mixed use districts that support neighborhood-serving commercial uses on lower floors and housing above. These districts are well-served by public transit and aim to maximize residential and commercial opportunities on or near major transit services. The district's form can be either linear along transit-priority corridors, concentric around transit stations, or broader areas where transit services criss-cross the neighborhood. Housing density is limited not by lot area, but by the regulations on the built envelope of buildings, including height, bulk, setbacks, and lot coverage, and standards for Residential Uses, including open space and exposure, and urban design guidelines. Residential parking is not required and generally limited. Commercial establishments are discouraged or prohibited from building accessory off-street parking in order to preserve the pedestrian-oriented character of the district and prevent attracting auto traffic. There are prohibitions on access (i.e. driveways, garage entries) to off-street parking and loading on critical stretches of NC and transit streets to preserve and enhance the pedestrian-oriented character and transit function.

NCT-3 Districts are intended in most cases to offer a wide variety of comparison and specialty goods and services to a population greater than the immediate neighborhood, additionally providing convenience goods and services to the surrounding neighborhoods. NCT-3 Districts include some of the longest linear commercial streets in the City, some of which have continuous retail development for many blocks. Large-scale lots and buildings and wide streets distinguish the districts from smaller-scaled commercial streets, although the districts may include small as well as moderately scaled lots. Buildings may range in height, with height limits varying from four to eight stories.

NCT-3 building standards permit moderately large commercial uses and buildings. Rear yards are protected at residential levels.

A diversified commercial environment is encouraged for the NCT-3 District, and a wide variety of uses are permitted with special emphasis on neighborhood-serving businesses. Eating and drinking, entertainment, and financial service uses generally are permitted with certain limitations at the first and second stories. Auto-oriented uses are somewhat restricted. Other retail businesses, personal services and offices are permitted at all stories of new buildings. Limited storage and administrative service activities are permitted with some restrictions.

Housing development in new buildings is encouraged above the second story.

11. Planning Code Section 304 establishes procedures for Planned Unit Developments, which are intended for projects on sites of considerable size, including an area of not less than half-acre, developed as integrated units and designed to produce an environment of stable and desirable character, which will benefit the occupants, the neighborhood and the City as a whole. In the cases of outstanding overall design, complementary to the design and values of the surrounding area, such a project may merit a well-reasoned modification of certain provisions contained elsewhere in the Planning Code.

A. **Modifications.** The Project Sponsor requests the following modification from the requirements of the Planning Code. These modifications are listed below, along with a reference to the relevant discussion for each modification.

i. **Rear Yard:**

- a) Residential uses are included in the new or expanding development and a comparable amount of usable open space is provided elsewhere on the lot or within the development where it is more accessible to the residents of the development; and

Since the Project does not provide a code-complying rear yard, the Project is seeking a modification of the rear yard requirement defined in Planning Code Section 134. The Commission finds this modification warranted, since the Project provides for a comparable amount of open space accessible to residents of the development, in lieu of the required rear yard. The Project provides open space through a series of private and public open spaces and landscaped areas, including common roof decks (4,450 sq. ft.), private ground-floor open space (1,151 sq. ft.), and common ground-floor open space (4,957 sq. ft.). The Project also includes additional open space through a series of inner courts (10,474 sq. ft.); under the 1629 Market Street SUD, these spaces count toward the usable open space notwithstanding technical non-compliance with certain requirements of Planning Code Section 135(g)(2). Furthermore, the Project provides a privately owned, publicly accessible open space with frontage on Brady and Colton Streets and direct access from Market and 12th Streets (7,839 sq. ft.), which is not included in the overall tabulation because it will be separately credited as an in-kind agreement.

- b) The proposed new or expanding structure will not significantly impede the access of light and air to and views from adjacent properties; and

The Project site, which occupies almost the entire block, has been carefully designed in a manner that will not significantly impede the access to light and air for the adjacent properties.

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

The subject block does not possess a strong pattern of mid-block open space; therefore, the Project does not impact the pattern of mid-block open space.

- ii. Permitted Obstructions: The Project includes bay windows and projections over the street and useable open space, which do not meet the dimensional requirements of the Planning Code. Specifically, Buildings A, B and D possess projections, which do not conform to the dimensional requirements of the Planning Code. Overall, the Commission finds this modification to be acceptable given the unique design and high quality materials of the Project.
- iii. Dwelling Unit Exposure: In order to meet exposure requirements, residential units must face a public street or alley at least 20 feet in width, side yard at least 25 feet in width, or a rear yard meeting the requirements of the Planning Code; provided, that if such windows are on an outer court whose width is less than 25 feet, the depth of such court shall be no greater than its width. As proposed, approximately five percent of the units do not meet the exposure requirements for which an exception has been requested. Overall, the Commission finds this exception to be acceptable given the unique design and configuration of the Project, along with the available common and publicly-accessible open space available to Project residents.
- iv. Off-Street Loading: Because the Project's five off-street loading spaces do not comply with the off-street loading dimensional requirements in Planning Code Sections 152 and 154, the Project seeks a modification of these requirements under the PLID. The Project is proposing five off-street loading spaces, four 20-foot long spaces in the underground parking garage and a designated 25-foot long on-site move-in/move-out loading space adjacent to Building D. Move-in/move-out loading for Buildings A and B will occur in the underground parking garage off-street loading spaces. The off-street loading spaces do not meet the Planning Code Section 154 dimensional requirements, but would be supplemented by on-street loading zones on Brady and 12th Streets, ensuring sufficient loading space to serve the residential, institutional, and retail/restaurant uses.
- v. Street Frontage: The Project provides a garage entrance along Stevenson Street, which measures 24 feet wide, and therefore seeks a modification of the Planning Code Section 145.1 requirement limiting new garage entrances to a 20-foot width. The Commission finds this modification to be acceptable given that Stevenson Street is located within the block, rather than on the 12th, Market, or Brady perimeter streets, and because the modification will allow

for larger vehicles with greater turning radii to more easily access the off-street loading spaces provided in the underground garage.

- vi. *Measurement of Height: The Project seeks an exception in the form of the following minor deviations from the Planning Code Section 260(a)(1)(B) provisions for measurement of height at Buildings A and B: at Building A, allow the Market Street point of measurement to be used for a lot depth of up to 180 feet; at Building B, allow for the Market Street point of measurement to be used for a lot depth of up to 185 feet. Without these minor deviations, approximately 50% of 9th floor dwelling units in Buildings A and B would be eliminated, reducing the overall number of units and a corresponding number of inclusionary affordable housing units. These deviations are minor and do not depart from the purposes or intent of Planning Code 260, and would be minor enough in nature not to constitute an effective height reclassification. Given the above, the Commission finds this exception to be acceptable given the Project site's configuration and the desire to provide ample market-rate and inclusionary affordable housing units at the Project site.*

- B. *Criteria and Limitations.* Section 304(d) establishes criteria and limitations for the authorization of PUDs over and above those applicable to Conditional Uses in general and contained in Section 303 and elsewhere in the Code. On balance, the Project complies with said criteria in that it:

- 1) *Affirmatively promotes applicable objectives and policies of the General Plan;*

The Project complies with the objectives and policies of the General Plan (See Below) and the Market & Octavia Area Plan.

- 2) *Provides off-street parking adequate for the occupancy proposes;*

The Project provides 316 off-street parking spaces, including 4 car-share spaces, which is below the maximum permitted per the Planning Code.

- 3) *Provide open space usable by the occupants and, where appropriate, by the general public, at least equal to the open spaces required by this Code;*

The Project would provide approximately 33,500 square feet of open space, distributed across publicly-accessible and common residential open space. The proposed Special Use District would set the ratio of usable open space per dwelling unit at 36 square feet, and the Project would comply with that requirement.

- 4) *Be limited in dwelling unit density to less than the density that would be allowed by Article 2 of this Code for a district permitting a greater density, so that the Planned Unit Development will not be substantially equivalent to a reclassification of property;*

There are no residential density limits by lot area in the NCT-3 Zoning District. Density is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls of the Planning Codes, as well as by applicable design.

guidelines, applicable elements and area plans of the General Plan, and design review by the Planning Department. Therefore, the Project does not seek any additional density through the PUD.

- 5) In R Districts, include commercial uses only to the extent that such uses are necessary to serve residents of the immediate vicinity, subject to the limitations for NC-1 Districts under this Code, and in RTO Districts include commercial uses only according to the provisions of Section 230 of this Code;

The Project is not located in an R District.

- 6) Under no circumstances be excepted from any height limit established by Article 2.5 of this Code, unless such exception is explicitly authorized by the terms of this Code. In the absence of such an explicit authorization, exceptions from the provisions of this Code with respect to height shall be confined to minor deviations from the provisions for measurement of height in Sections 260 and 261 of this Code, and no such deviation shall depart from the purposes or intent of those sections.

The Project would rezone a portion of the site from a 40 foot to a 68 foot height district to accommodate sufficient density at the Supportive Housing Building. In addition, the proposed Special Use District would modify Planning Code Section 261.1 restrictions on height limits for narrow streets and alleys. Minor deviations from the provisions for measurement of height are sought through the PUD to accommodate the height of the "A" and "B" Buildings, and would be consistent with the purposes and intent of the Planning Code's height limit provisions.

- 7) In NC Districts, be limited in gross floor area to that allowed under the floor area ratio limit permitted for the district in Section 124 and Article 7 of this Code;

In the NCT-3 District, floor area ratio limits apply only to non-residential uses. The approximately 45,000 square feet of non-residential uses are well within the applicable 3.6 to 1 floor area ratio limit.

- 8) In NC Districts, not violate the use limitations by story set forth in Article 7 of this Code; and

The Project is located within a NC District, and has requested Conditional Use Authorization from the Planning Commission to establish a non-residential use (UA Local 38) greater than larger than 4,000 sq. ft. in the NCT-3 Zoning District, per Planning Code Sections 121.2 and 752. The Project's first-floor retail/restaurant uses are permitted in the NCT-3 District, as are the first-floor and upper-floor residential uses and the multi-floor UA Local 38 uses.

- 9) In RTO and NCT Districts, include the extension of adjacent alleys or streets onto or through the site, and/or the creation of new publicly-accessible streets or alleys through the site as appropriate, in order to break down the scale of the site,

continue the surrounding existing pattern of block size, streets and alleys, and foster beneficial pedestrian and vehicular circulation.

The Project creates new publicly-accessible north/south and east/west connections to and through the site, facilitating access to publicly-accessible open space, creating passageways through the site breaking down its scale, creating a pattern of block size, streets and alleys that is consistent with the surrounding neighborhood and contemporary urban design, and fostering beneficial pedestrian and vehicular circulation to and through the site.

- 10) Provide street trees as per the requirements of Section 138.1 of the Code.

The Project would retain or replace the existing 29 street trees along 12th, Market, Brady, and Colton Streets, and would plant an additional 39 trees, for a total of up to 68 street trees in compliance with Planning Code Section 138.1. Per Planning Code Section 138.1(c)(1), the Department of Public Works is responsible for reviewing and guiding any new street trees present on the project site. If any underground utilities or other barriers prevent a street tree from being planted, the Project would comply with Section 138.1's requirements pursuant to Section 138.1(c)(2)(C)(iii).

- 11) Provide landscaping and permeable surfaces in any required setbacks in accordance with Section 132(g) and (h).

The Project is not subject to the requirements of Planning Code Section 132(g) and (h); however, the Project does provide new streetscape elements, including new street trees, new landscape areas and new sidewalk paving around the Project site.

12. **General Plan Compliance.** The Project is, on balance, consistent with the Objectives and Policies of the General Plan, as adopted in Planning Commission Motion No. 20038 and incorporated by reference as though fully set forth herein.

13. **Planning Code Section 101.1(b).** The Project is, on balance, consistent with the Findings of Planning Code Section 101.1(b), as adopted in Planning Commission Motion No. 20038 and incorporated by reference as though fully set forth herein.

14. **First Source Hiring** The Project is subject to the requirements of the First Source Hiring Program and the Local Business Enterprise program under Chapters 83 and 14B, respectively of the Administrative Code, as well as additional operational period commitments agreed to by the Project Sponsor, in each case under the terms and conditions set forth in the Development Agreement.

See the Development Agreement for the detailed provisions regarding First Source and Local Business Enterprise requirements that will apply to the Project.

15. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development, as adopted in

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Planning Commission Motion No. 20038 and incorporated by reference as though fully set forth herein.

16. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City for the reasons set forth in this Motion above.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES** Conditional Use Application No. 2015-005848CUA, under Planning Code Sections 121.1, 121.2, 207.6, 303, 304 and 752, for: 1) development on a lot larger than 10,000 square feet; 2) modification of the dwelling unit mix requirements; and, 3) establishment of a non-residential use larger than 4,000 square feet in the NCT-3 Zoning District, for the 1629 Market Street Mixed-Use Project. Under the PUD, the Commission must also grant modifications from the Planning Code requirements for: 1) rear yard (Planning Code Section 134); 2) permitted obstructions (Planning Code Section 136); 3) dwelling unit exposure (Planning Code Section 140); 4) street frontage (Planning Code Section 145.1); 5) off-street loading (Planning Code Section 152); and, 6) measurement of height (Planning Code Section 260), within the Public (P) and NCT-3 (Neighborhood Commercial, Moderate Scale) Zoning Districts and a OS, 68-X and 85-X Height and Bulk Districts. The following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated August 31, 2017, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. 20038. The effective date of this Motion shall be the date of this Motion if not appealed (After the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives NOTICE that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

Motion No. 20038
October 19, 2017

CASE NO. 2015-005848CUA
1629 Market Street

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on October 19, 2017.


Jonas P. Morin
Commission Secretary

AYES: Fong, Johnson, Koppel and Richards

NAYS: None

ABSENT: Hillis, Melgar, and Moore

ADOPTED: October 19, 2017

EXHIBIT A

AUTHORIZATION

This authorization is for a conditional use to allow: 1) development on a lot larger than 10,000 square feet; 2) modification of the dwelling unit mix requirement; and 3) establishment of a non-residential use (Plumbers' Hall) larger than 4,000 square feet in the NCT-3 Zoning District, with modifications for: rear yard, dwelling unit exposure, permitted obstructions, street frontage, off-street loading and measurement of height, located at 1629 Market Street, Assessors Block 3505/001,007,008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A, & 035, pursuant to Planning Code Sections 134, 136, 135, 140, 207.6, 260 and 731.93 within the Public (P) and NCT-3 (Neighborhood Commercial, Moderate Scale) Zoning Districts and a 40-X and 85-X Height and Bulk Districts; in general conformance with plans, dated August 31, 2017, and stamped "EXHIBIT B" included in the docket for Case No. 2015-005848CUA and subject to conditions of approval reviewed and approved by the Commission on October 19, 2017 under Motion No. 20038. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on October 19, 2017 under Motion No 20038.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 20038 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

SEVERABILITY

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

CHANGES AND MODIFICATIONS

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

RELATIONSHIP TO DEVELOPMENT AGREEMENT

In the case of any conflict between this Conditional Use Authorization, the Development Agreement shall prevail.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for the term of the Development Agreement.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org
2. **Expiration and Renewal.** Should a Building or Site Permit be sought after expiration or earlier termination of the Development Agreement, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org
3. **Diligent Pursuit.** Once a site or Building Permit has been issued for a building, construction must commence within the timeframe required by the Department of Building Inspection for such building and be continued diligently to completion.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org
4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org
5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of the Development Agreement with respect to City Codes in effect at the time of such approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org
6. **Mitigation Measures.** Mitigation measures described in the MMRP (Case No. 2015-005848ENV) attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation as applicable to each building or component of the project is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

7. **Additional Authorizations.** The Project Sponsor must obtain a Planning Code Text Amendment and Zoning Map Amendment to establish the 1629 Market Street Special Use District and an amendment to the Zoning Map No. 07 and Height & Bulk District Map No. 07 to realign the zoning to the adjusted parcel boundaries and increase the height and bulk of Block 3505 Lots 027 and 028 from 40-X to 68-X, and satisfy all the conditions thereof. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply, where not inconsistent with the Development Agreement.

This approval is contingent on, and will be of no further force and effect until the date that the San Francisco Board of Supervisor has approved by resolution approving the Zoning Map Amendment, Planning Code Text Amendment and General Plan Amendment.

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

ENTERTAINMENT COMMISSION – NOISE ATTENUATION CONDITIONS

Chapter 116 Residential Projects. The Project Sponsor shall comply with the "Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects," which were recommended by the Entertainment Commission on May 25, 2017. These conditions state:

8. **Community Outreach.** Project Sponsor shall include in its community outreach process any businesses located within 300 feet of the proposed project that operate between the hours of 9PM-5AM. Notice shall be made in person, written or electronic form.
9. **Sound Study.** The Project Sponsor shall conduct an acoustical sound study, which shall include sound readings taken when performances are taking place at the proximate Places of Entertainment, as well as when patrons arrive and leave these locations at closing time. Readings should be taken at locations that most accurately capture sound from the Place of Entertainment to best of their ability. Any recommendation(s) in the sound study regarding window glaze ratings and soundproofing materials including but not limited to walls, doors, roofing, etc. shall be given highest consideration by the project sponsor when designing and building the project.
10. **Design Considerations.**
 - a. During design phase, project sponsor shall consider the entrance and egress location and paths of travel at the Place(s) of Entertainment in designing the location of (a) any entrance/egress for the residential building and (b) any parking garage in the building.
 - b. In designing doors, windows, and other openings for the residential building, project sponsor should consider the POE's operations and noise during all hours of the day and night.
11. **Construction Impacts.** Project sponsor shall communicate with adjacent or nearby Place(s) of Entertainment as to the construction schedule, daytime and nighttime, and consider how this schedule and any storage of construction materials may impact the POE operations.
12. **Communication.** Project Sponsor shall make a cell phone number available to Place(s) of Entertainment management during all phases of development through construction. In addition, a line

of communication should be created to ongoing building management throughout the occupation phase and beyond.

DESIGN – COMPLIANCE AT PLAN STAGE

13. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org
14. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org
15. **Rooftop Mechanical Equipment.** Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan to the Planning Department prior to Planning approval of the building permit application. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org
16. **Lighting Plan.** The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the building / site permit application.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org
17. **Streetscape Plan.** Pursuant to Planning Code Section 138.1, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. The Project Sponsor shall complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378; www.sf-planning.org
18. **Signage.** The Project Sponsor shall develop a signage program for the Project which shall be subject to review and approval by Planning Department staff before submitting any building permits for construction of the Project. All subsequent sign permits shall conform to the approved signage program. Once approved by the Department, the signage program/plan information shall be submitted and approved as part of the site permit for the Project. All exterior signage shall be

designed to complement, not compete with, the existing architectural character and architectural features of the building.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org.

19. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

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

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>.

PARKING AND TRAFFIC

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

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

21. **Car Share.** Pursuant to Planning Code Section 166, no fewer than four (4) car share space shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.
22. **Bicycle Parking.** Pursuant to Planning Code Sections 155, 155.1, and 155.2, the Project shall provide no fewer than 270 bicycle parking spaces (221 Class 1 and 28 Class 2 spaces for the residential portion of the Project and two (9 Class 1 and 12 Class 2 spaces for the commercial portion of the Project). SFMTA has final authority on the type, placement and number of Class 2 bicycle racks within the public ROW. Prior to issuance of first architectural addenda, the project sponsor shall contact the SFMTA Bike Parking Program at bikeparking@sfmta.com to coordinate the installation of on-street bicycle racks and ensure that the proposed bicycle racks meet the SFMTA's bicycle parking guidelines. Depending on local site conditions and anticipated demand, SFMTA may request the project sponsor pay an in-lieu fee for Class II bike racks required by the Planning Code.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.
23. **Parking Maximum.** Pursuant to Planning Code Section 151.1, the Project shall provide no more than three-hundred and sixteen (316) off-street parking spaces.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.
24. **Off-Street Loading.** Pursuant to Planning Code Section 152, the Project will provide five (5) off-street loading spaces.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.
25. **Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.

PROVISIONS:

26. **Anti-Discriminatory Housing.** The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org.
27. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program set forth in the Development Agreement. Following expiration or earlier termination of the Development Agreement, the provisions of Administrative Code Chapter 83 regarding development projects shall apply.

For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

28. **Transportation Sustainability Fee.** The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A, as set forth in the Development Agreement. Based on the Project's Environmental Evaluation Application date of July 10, 2015, and pursuant to Planning Code Section 411A(d)(2), residential uses subject to the TSF shall pay 50% of the applicable residential TSF rate, and the non-residential uses subject to the TSF shall pay the applicable Transit Impact Development Fee (TIDF) rate.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

29. **Child Care Fee - Residential.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

30. **Market Octavia Community Improvements Fund.** The Project is subject to the Market and Octavia Community Improvements Fee, as applicable, pursuant to Planning Code Section 421.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

MONITORING - AFTER ENTITLEMENT

31. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

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

32. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

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

OPERATION

33. **Garbage, Recycling, and Composting Receptacles.** Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>

34. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>*
35. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*
36. **Lighting.** All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*

Exhibit F
MMRP

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
Cultural Resources				
<p>Mitigation Measure M-CR-1a – HABS Documentation. To document the Lesser Brothers Building more thoroughly than has been done to date, prior to the start of demolition activities, the project sponsor shall cause to be prepared documentation in accordance with the Historic American Buildings Survey (HABS), a program of the National Park Service. The sponsor shall ensure that documentation is completed according to the HABS standards. The photographs and accompanying HABS Historical Report shall be maintained on-site, as well as in the appropriate repositories, including but not limited to, the San Francisco Planning Department, San Francisco Architectural Heritage, the San Francisco Public Library, and the Northwest Information Center of the California Historical Resources Information System. The contents of the report shall include an architectural description, historical context, and statement of significance, per HABS reporting standards. The documentation shall be undertaken by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the <i>Secretary of the Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations, Part 61). HABS documentation shall provide the appropriate level of visual documentation and written narrative based on the importance of the resource (types of visual documentation typically range from producing a sketch plan to developing measured drawings and view camera (4x5) black and white photographs). The appropriate level of HABS documentation and written narrative shall be determined by the Planning Department's Preservation staff. The report shall be reviewed by the Planning Department's Preservation staff for completeness. In certain instances, Department Preservation staff may request HABS-level photography, a historical report, and/or measured architectural drawings of the existing building(s).</p>	<p>Project sponsor and qualified historic preservation professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the <i>Secretary of the Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations, Part 61).</p>	<p>Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Lesser Brothers Building at 1629-1645 Market Street</p>	<p>Planning Department Preservation Technical Specialist to review and approve HABS documentation</p>	<p>Considered complete upon submittal of final HABS documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete.</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-CR-1b – Interpretive Display. Prior to the start of demolition, the project sponsor shall work with Planning Department Preservation staff and another qualified professional to design a publicly accessible interpretive display that would memorialize the Lesser Brothers Building, which would be effectively demolished under the proposed project. The contents of the interpretive display shall be approved by Planning Department Preservation staff, and may include the history of development of the project site, including the non-historic Local 38 union hall building and the Civic Center Hotel (and possibly buildings demolished previously), and/or other relevant information. This display could take the form of a kiosk, plaque, or other display method containing panels of text, historic photographs, excerpts of oral histories, and maps. The development of the interpretive display should be overseen by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations, Part 61). An outline of the format, location and content of the interpretive display shall be reviewed and approved by Planning Department Preservation staff prior to issuance of a demolition permit or site permit. The format, location and content of the interpretive display must be finalized prior to issuance of the Architectural and Mechanical, Electrical, and Plumbing (MEP) Addendum for the Building A project component.</p>	<p>Project sponsor and qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards</p>	<p>Interpretive display to be installed prior to the issuance of a Certificate of Occupancy for Building A</p>	<p>Planning Department Preservation Technical Specialist to review and approve interpretive display</p>	<p>Considered complete upon installation of display</p>
<p>Mitigation Measure M-CR-1c – Protect On-Site Historical Resources from Construction Activities. The project sponsor shall incorporate into construction contracts a requirement that the construction contractor(s) use feasible means to avoid damage to on-site historical resources (portion of the Lesser Brothers Building to be retained and Civic Center Hotel). Such methods may include staging of equipment and materials as far as feasible from historic buildings to avoid direct damage; using techniques in demolition, excavation, shoring, and construction that create the minimum feasible vibration (such as using concrete saws instead of jackhammers or hoe-rams to open excavation trenches, the use of non-vibratory rollers, and hand excavation); maintaining a buffer zone when possible between heavy equipment and historic resource(s); and enclosing construction scaffolding to avoid damage from falling objects or debris. These construction specifications shall be submitted to the Planning Department along with the Demolition and Site Permit Applications. To promote proper coordination of construction logistic activities intended to avoid damage to both adjacent and on-site historical resources, the methods proposed in M-CR-1c should be coordinated with those proposed in M-CR-4a, Protect Adjacent Historical Resources from Construction Activities.</p>	<p>Project sponsor and/or its Construction Contractor</p>	<p>Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection</p>	<p>ERO and/or Planning Department Preservation Technical Specialist to review construction specifications.</p>	<p>Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to on-site historic buildings</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-CR-1d – Vibration Monitoring Program for On-Site Historical Resources. The project sponsor shall retain the services of a qualified structural engineer and preservation architect that meet the Secretary of the Interior’s Historic Preservation Professional Qualification Standards to conduct a Pre-Construction Assessment of the on-site historical resources (portion of the Lesser Brothers Building to be retained and Civic Center Hotel) prior to any ground-disturbing activity. The Pre-Construction Assessment shall be prepared to establish a baseline, and shall contain written and/or photographic descriptions of the existing condition of the visible exteriors of the adjacent buildings. The structural engineer and/or preservation architect shall also develop and the project sponsor shall adopt a Vibration Management and Monitoring Plan to protect the on-site historical resources against damage caused by vibration or differential settlement caused by vibration during project construction activities. In this plan, the maximum vibration level not to be exceeded at each building shall be determined by the structural engineer and/or preservation architect for the project. The Vibration Management and Monitoring Plan shall document the criteria used in establishing the maximum vibration level for the project. The Vibration Management and Monitoring Plan shall include vibration monitoring and regular periodic inspections at the project site by the structural engineer and/or historic preservation consultant throughout the duration of the major structural project activities to ensure that vibration levels do not exceed the established standard. The Pre-Construction Assessment and Vibration Management and Monitoring Plan shall be submitted to the Planning Department Preservation staff prior to issuance of any construction permits. Should damage to either of the on-site historical resources be observed, construction shall be halted and alternative techniques put in practice, to the extent feasible, and/or repairs shall be completed as part of project construction. A final report on the vibration monitoring of the portion of the Lesser Brothers Building to be retained shall be submitted to Planning Department Preservation staff prior to the issuance of a Certificate of Occupancy for the addition to that building, and a final report on the vibration monitoring of the Civic Center Hotel shall be submitted to Planning Department Preservation staff prior to the issuance of a Certificate of Occupancy for that building following its rehabilitation.</p>	<p>Project sponsor, structural engineer, and preservation architect</p>	<p>Pre-Construction Assessment and Vibration Management and Monitoring Plan to be completed prior to issuance of site permit, demolition permit, or any other construction permit from the Department of Building Inspection. Monitoring to occur during the period of major structural project construction activity, including demolition and excavation</p>	<p>Planning Department Preservation Technical Specialist shall review and approve the Vibration Management and Monitoring Plan.</p>	<p>Considered complete upon submittal to Planning Department of post-construction report on vibration monitoring program and effects, if any, on on-site historical resources, after all major structural project construction activity, including demolition and excavation, has occurred on the site.</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-CR-4a – Protect Adjacent Historical Resources from Construction Activities. The project sponsor shall incorporate into construction contracts a requirement that the construction contractor(s) use feasible means to avoid damage to adjacent historical resources at 42 12th Street and 56-70 12th Street. Such methods may include staging of equipment and materials as far as feasible from historic buildings to direct damage; using techniques in demolition, excavation, shoring, and construction that create the minimum feasible vibration (such as using concrete saws instead of jackhammers or hoe-rams to open excavation trenches, the use of non-vibratory rollers, and hand excavation); maintaining a buffer zone when possible between heavy equipment and historic resource(s); and enclosing construction scaffolding to avoid damage from falling objects or debris. These construction specifications shall be submitted to the Planning Department along with the Demolition and Site Permit Applications. To promote proper coordination of construction logistic activities intended to avoid damage to both adjacent and on-site historical resources, the methods proposed in M-CR-4a should be coordinated with those proposed in M-CR-1c.</p>	<p>Project sponsor and/or its Construction Contractor</p>	<p>Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Building D</p>	<p>ERO and/or Planning Department Preservation Technical Specialist to review construction specifications</p>	<p>Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to adjacent historic buildings</p>
<p>Mitigation Measure M-CR-4b – Vibration Monitoring Program for Adjacent Historical Resources. The project sponsor shall retain the services of a qualified structural engineer and preservation architect that meet the Secretary of the Interior's Historic Preservation Professional Qualification Standards to conduct a Pre-Construction Assessment of the adjacent historical resources at 42 12th Street and 56-70 12th Street. Prior to any ground-disturbing activity, the Pre-Construction Assessment shall be prepared to establish a baseline, and shall contain written and/or photographic descriptions of the existing condition of the visible exteriors of the adjacent buildings and in interior locations upon permission of the owners of the adjacent properties. The Pre-Condition Assessment shall determine specific locations to be monitored, and include annotated drawings of the buildings to locate accessible digital photo locations and location of survey markers and/or other monitoring devices (e.g., to measure vibrations). The Pre-Construction Assessment shall be submitted to the Planning Department along with the Site Demolition and/or Permit Applications.</p> <p>The structural engineer and/or preservation architect shall develop and the project sponsor shall also adopt a Vibration Management and Monitoring Plan to protect the buildings at 42 12th Street and 56-70 12th Street against damage caused by vibration or differential settlement caused by vibration during project construction activities. In this plan, the maximum vibration level not to be exceeded at each building shall be 0.2 inch/second, or a different level determined by the site-specific assessment made by the structural engineer and/or preservation architect for the project. The Vibration Management and Monitoring Plan should document the criteria used in establishing the maximum vibration level for the project. The Vibration Management and Monitoring Plan shall include continuous vibration</p>	<p>Project sponsor, structural engineer, and preservation architect</p>	<p>Pre-Construction Assessment and Vibration Management and Monitoring Plan to be completed prior to issuance of site permit, demolition permit, or any other construction permit from the Department of Building Inspection in connection with Building D. Monitoring to occur during the period of major structural project construction activity, including demolition and excavation</p>	<p>Planning Department Preservation Technical Specialist shall review and approve Vibration Management and Monitoring Plan.</p>	<p>Considered complete upon submittal to Planning Department of report on Vibration Management and Monitoring Plan and effects, if any, on adjacent historical resources, after all major structural project construction activity, including demolition and excavation.</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>monitoring throughout the duration of the major structural project activities to ensure that vibration levels do not exceed the established standard. The Vibration Management and Monitoring Plan shall be submitted to the Planning Department Preservation staff prior to issuance of any construction permits.</p> <p>Should vibration levels be observed in excess of the standard, or if damage to either of the buildings at 42 12th Street and 56-70 12th Street is observed, construction shall be halted and alternative techniques put in practice, to the extent feasible. The structural engineer and/or historic preservation consultant shall conduct regular periodic inspections of digital photographs, survey markers, and/or other monitoring devices during ground-disturbing activity at project site. The buildings shall be protected to prevent further damage and remediated to pre-construction conditions as shown in the Pre-Construction Assessment with the consent of the building owner. Any remedial repairs shall not require building upgrades to comply with current <i>San Francisco Building Code</i> standards. A final report on the vibration monitoring shall be submitted to Planning Department Preservation staff prior to the issuance of a Certificate of Occupancy for Building D.</p>				

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-CR-6 – Archeological Testing. Based on a reasonable presumption that archeological resources may be present within the project area, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archeological consultant from the rotational Department Qualified Archeological Consultants List (QACL) maintained by the Planning Department archeologist. The project sponsor shall contact the Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Section 15064.5(a) and (c).</p> <p><i>Consultation with Descendant Communities.</i> On discovery of an archeological site¹ associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group, an appropriate representative² of the descendant group and the ERO shall be contacted. The representative of the descendant group, shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.</p>	<p>Project sponsor and Planning Department archeologist or a qualified archeological consultant from the Planning Department pool (archeological consultant)</p>	<p>Archeological consultant shall be retained prior to issuance of site permit from the Department of Building Inspection</p>	<p>Project sponsor to retain a qualified archeological consultant who shall report to the ERO. Qualified archeological consultant will scope archeological testing program with ERO and Planning Department staff archeologist</p>	<p>Considered complete when archeological consultant has approved scope from the ERO for the archeological testing program</p>
	<p>Project sponsor and/or archeological consultant</p>	<p>Throughout the duration of ground-disturbing activities</p>	<p>Project sponsor and/or archeological consultant to submit record of consultation as part of Final Archeological Resources Report, if applicable</p>	<p>Considered complete upon submittal to ERO of Final Archeological Resources Report, if applicable</p>

¹ The term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p><i>Archeological Testing Program.</i> The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.</p>	<p>Project sponsor/ archeological consultant at the direction of the ERO.</p>	<p>Prior to any soils-disturbing activities on the project site.</p>	<p>Consultant Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by the ERO prior to any soils disturbing activities on the project site.</p>	<p>Date ATP submitted to the ERO: _____</p> <p>Date ATP approved by the ERO: _____</p> <p>Date of initial soils disturbing activities: _____</p>

² An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the ERO or the Planning Department archeologist. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:</p> <p>A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or</p> <p>B. A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p>	<p>Project sponsor/ archeological consultant at the direction of the ERO.</p>	<p>After completion of the Archeological Testing Program.</p>	<p>Archeological consultant shall submit report of the findings of the ATP to the ERO.</p>	<p>Date archeological findings report submitted to the ERO: _____</p> <p>ERO determination of significant archeological resource present? Y N</p> <p>Would resource be adversely affected? Y N</p> <p>Additional mitigation to be undertaken by project sponsor? Y N</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p><i>Archeological Monitoring Program.</i> If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented, the archeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; The archeological monitor(s) shall be present on the project area according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; The archeological monitor shall record and be authorized to collect soil samples and artefactual/ecofactual material as warranted for analysis; If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/construction activities and equipment until the deposit is evaluated. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. <p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO.</p>	<p>Project sponsor/ archeological consultant/ archeological monitor/ contractor(s), at the direction of the ERO.</p>	<p>ERO & archeological consultant shall meet prior to commencement of soils-disturbing activity. If the ERO determines that an Archeological Monitoring Program is necessary, monitor throughout all soils-disturbing activities.</p>	<p>Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall implement the AMP, if required by the ERO.</p>	<p>AMP required? Y N</p> <p>Date: _____</p> <p>Date AMP submitted to the ERO: _____</p> <p>Date AMP approved by the ERO: _____</p> <p>Date AMP implementation complete: _____</p> <p>Date written report regarding findings of the AMP received: _____</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p><i>Archeological Data Recovery Program.</i> If required based on the results of the ATP, an archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>If required, the scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures</i>—Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloguing and Laboratory Analysis</i>—Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy</i>—Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program</i>—Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • <i>Security Measures</i>—Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report</i>—Description of proposed report format and distribution of results. • <i>Curation</i>—Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. 	Archeological consultant as directed by the ERO	If there is a determination that an ADRP program is required, conduct ADRP throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall prepare an ADRP if required by the ERO.	<p>ADRP required? Y N</p> <p>Date: _____</p> <p>Date of scoping meeting for ADRP: _____</p> <p>Date Draft ADRP submitted to the ERO: _____</p> <p>Date ADRP approved by the ERO: _____</p> <p>Date ADRP implementation complete: _____</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL *

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p><i>Final Archeological Resources Report.</i> The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Archeological consultant	Prior to the issuance of the last certificate of occupancy for the proposed project	ERO	Considered complete upon submittal to ERO and other repositories identified in mitigation measure of Final Archeological Resources Report
<p>Mitigation Measure M-CR-7 – Inadvertent Discovery of Human Remains. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsor, ERO, and MLD shall have up to but not beyond six days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.</p>	Project sponsor, contractor, Planning Department's archeologist or archaeological consultant, and ERO	Throughout the duration of ground-disturbing activities	Project sponsor to notify ERO, Coroner, and, if applicable, NAHC of any discovery of human remains	Considered complete upon completion of ground-disturbing activities

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-CR-8 – Tribal Cultural Resources Interpretive Program. If the ERO determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the ERO determines that the resource constitutes a tribal cultural resource (TCR) and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible.</p> <p>If the Environmental Review Officer (ERO), in consultation with the affiliated Native American tribal representatives and the Project Sponsor, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, the Project Sponsor shall implement an interpretive program of the TCR in consultation with affiliated tribal representatives. An interpretive plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.</p>	Project sponsor in consultation with tribal representative(s), as directed by the ERO	If directed by the ERO to implement an interpretive program, approval of interpretive plan prior to the issuance of the certificate of occupancy for the proposed building affecting the relevant Tribal Cultural Resource	ERO	Considered complete upon implementation of any required interpretive program
4. Transportation and Circulation				
<p>Mitigation Measure M-C-TR-8a – Non-Peak Construction Traffic Hours. To minimize the construction-related disruption of the general traffic flow on adjacent streets during the weekday AM and PM peak periods, truck movements and deliveries requiring lane closures should be limited to occur between 9:00 a.m. and 4:30 p.m. (Monday to Friday), outside of peak morning and evening weekday commute hours.</p>	Project sponsor and construction contractor	Throughout the construction period	SFMTA, on a complaint basis	Considered complete upon completion of project construction
<p>Mitigation Measure M-C-TR-8b – Construction Management Plan. The project sponsor and/or its construction contractor shall propose a Construction Management Plan that includes measures to reduce potential conflicts between construction activities and pedestrians, transit and autos at the Project Site. The contractor shall supplement the standard elements of a construction traffic control/management plan with additional measures for Proposed Project construction, such as staggering start and end times, coordinated material drop offs, collective worker parking and transit to job site and other measures. Any such plan shall be reviewed by the TASC for consistency with the findings included herein and, where needed, additional measures may be imposed to minimize potentially significant construction traffic impacts.</p>	Project sponsor, construction contractor, SFMTA, SF Public Works, ISCOIT, as directed by the ERO	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection	SFMTA, SF Public Works, Planning Department.	Considered complete upon completion of project construction.

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Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p><i>Alternative Transportation for Construction Workers.</i> Limited parking would be available for construction workers in the future open space portion of the Project Site. The location of construction worker parking shall be identified as well as the person(s) responsible for monitoring the implementation of the proposed parking plan. The use of on-street parking to accommodate construction worker parking shall be discouraged. The project sponsor could provide additional on-site parking once the below grade parking garage is usable. To minimize parking demand and vehicle trips associated with construction workers, the construction contractor shall include in their contracts methods to encourage carpooling and transit access to the Project Site by construction workers. Construction workers should also be encouraged to consider cycling and walking as alternatives to driving alone to and from the Project Site.</p> <p><i>Proposed Project Construction Updates for Adjacent Businesses and Residents.</i> To minimize construction impacts on access for nearby institutions and businesses, the Proposed Project Sponsor shall provide nearby residences and adjacent businesses, such as through a website, with regularly-updated information regarding Proposed Project construction, including a Proposed Project construction contact person, construction activities, duration, peak construction activities (e.g., concrete pours), travel lane closures, and lane closures. At regular intervals to be defined in the Construction Management Plan, an email notice shall be distributed by the project sponsor or its contractor(s) that shall provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.</p> <p><i>Coordinate Construction with Nearby Projects.</i> To minimize construction impacts, the Project Sponsor shall coordinate construction activities and closures with nearby projects, such as 10 South Van Ness, One Oak, Better Market Street, and 1500 Mission, as specified in Mitigation Measure M-C-TR-8c - Cumulative Construction Coordination. The Project Sponsor's Construction Management Plan, which would be required for each development, would include a section that summarizes the coordination efforts.</p> <p><i>Maintain Local Circulation.</i> Comprehensive signage should be in place for all vehicle and pedestrian detours. If necessary, the Project Sponsor should provide a traffic control officer to direct traffic around the Project Site during detour periods. Pedestrian access should be preserved during construction detours as long as safe passage can be provided.</p>				

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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-C-TR-8c – Cumulative Construction Coordination. If construction of the proposed project is determined to overlap with nearby adjacent project(s) as to result in temporary construction-related transportation impacts, and in addition to preparing its own Construction Management Plan as required by Mitigation Measure M-C-TR-8b, the project sponsor or its contractor(s) shall consult with various City departments such as the SFMTA and Public Works through ISCOTT, and other interdepartmental meetings as deemed necessary by the SFMTA, Public Works, and the Planning Department. This coordination shall address construction-related vehicle routing, detours, and maintaining transit, bicycle, vehicle, and pedestrian movements in the vicinity of the construction area for the duration of the construction period overlap. Key coordination meetings would be held jointly between project sponsors and contractors of other projects for which the City departments determine impacts could overlap. The coordination shall consider other ongoing construction in the project vicinity, including development and transportation infrastructure projects, and topics of coordination shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • <i>Restricted Construction Truck Access Hours</i>— Coordinate limitations on truck movements requiring lane closures to the hours between 9:00 a.m. and 4:30 p.m. (Monday-Friday), or other times if approved by the SFMTA, to minimize disruption to vehicular traffic, including transit, during the AM and PM peak periods. • <i>Construction Truck Routing Plans</i>—Identify optimal truck routes between the regional facilities and the various project sites, taking into consideration truck routes of other development projects and any construction activities affecting the roadway network. • <i>Coordination of Temporary Lane and Sidewalk Closures</i>—Coordinate lane closures with other projects requesting concurrent lane and sidewalk closures through the ISCOTT and interdepartmental meetings process above, to minimize the extent and duration of requested lane and sidewalk closures. Travel lane closures shall be minimized especially along transit and bicycle routes, so as to limit the impacts to transit service and bicycle circulation and safety. • <i>Maintenance of Transit, Vehicle, Bicycle, and Pedestrian Access</i>—The project sponsor/construction contractor(s) shall meet with Public Works, SFMTA, the Fire Department, Muni Operations and other City agencies to coordinate feasible measures to include in the Construction Management Plan required by Mitigation Measure M-C-TR-8b to maintain access for transit, vehicles, bicycles and pedestrians. This shall include an assessment of the need for temporary transit stop relocations or other measures to reduce potential traffic, bicycle, and transit disruption and pedestrian circulation effects during 	<p>Project sponsor, construction contractor, SFMTA, SF Public Works, ISCOTT, as directed by the ERO</p>	<p>Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection</p>	<p>SFMTA, SF Public Works, Planning Department.</p>	<p>Considered complete upon completion of project construction.</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>construction of the project.</p> <ul style="list-style-type: none"> • <i>Carpool, Bicycle, Walk and Transit Access for Construction Workers</i>—Coordinate efforts and methods to encourage carpooling, bicycling, walk and transit access to the various project sites by construction workers (such as providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers). • <i>Coordinated Project Construction Updates for Adjacent Businesses and Residents</i>—Coordinate to the extent appropriate, notifications to nearby residences and adjacent-businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures. 				
5. Noise				
<p>Mitigation Measure M-NO-1 – <i>Acoustical Assessment of Mechanical, Electrical, and Plumbing (MEP) Equipment</i>. Prior to issuance of the Architectural and MEP Addendum, the project sponsor shall submit an Acoustical Assessment that analyzes the potential noise impact to adjacent receptors from mechanical equipment and identifies acoustical treatments such as enclosures, acoustical louvers or baffling, as necessary, to achieve a 45 dB interior performance standard resulting from noise generated by mechanical, electrical, and plumbing equipment systems when locations and specifications of such systems are identified in the engineering plans.</p>	Project sponsor	Prior to issuance of the Architectural and MEP Addendum by the Department of Building Inspection	ERO, Department of Building Inspection	Considered complete upon issuance of Architectural and MEP Addendum
<p>Mitigation Measure M-NO-2 – <i>Construction Noise Reduction</i>. Incorporate the following practices into the construction contract agreement documents to be implemented by the construction contractor:</p> <ul style="list-style-type: none"> • Conduct noise monitoring at the beginning of major construction phases (e.g., demolition, excavation) to determine the need and the effectiveness of noise-attenuation measures. Measures needed to reduce activity that exceeds 86 dB at a distance of 50 feet or 73 dBA Leq at the property line shall include plywood barriers, suspended construction blankets, or other screening devices to break line of sight to noise-sensitive receivers; • Post signs on-site pertaining to permitted construction days and hours and complaint procedures and who to notify in the event of a problem, with telephone numbers listed; 	Project sponsor and construction contractor	During the construction period	Planning Department, Department of Building Inspection (as requested and/or on complaint basis), Police Department (on complaint basis).	Considered complete at the completion of project construction

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<ul style="list-style-type: none"> • Notify the City and neighbors in advance of the schedule for each major phase of construction and expected loud activities; • Construction activity shall be limited to the hours of 7:00 a.m. to 8:00 p.m. per San Francisco Police Code Article 29. Construction outside of these hours shall be approved through a development permit based on a site-specific construction noise mitigation plan and a finding by the Director of Building Inspection that the construction noise mitigation plan is adequate to prevent noise disturbance of affected residential uses; • When feasible, select "quiet" construction methods and equipment (e.g., improved mufflers, use of intake silencers, engine enclosures); • Locate stationary equipment, material stockpiles, and vehicle staging areas as far as practicable from all identified sensitive receptors. Avoid placing stationary noise generating equipment (e.g., generators, compressors) within noise-sensitive buffer areas (measured at 20 feet) from immediately adjacent neighbors; • All construction equipment is required to be in good working order and mufflers are required to be inspected proper functionality; • Prohibit unnecessary idling of equipment and engines; • During Phase 2 of construction, stationary equipment should be located internal to the project to the extent feasible to allow for the shielding provided by the Phase 1 buildings; • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of five dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used where feasible; and • The project sponsor shall designate a point of contact to respond to noise complaints. The point of contact must have the authority to modify construction noise-generating activities to ensure compliance with the measures above and with the San Francisco Noise Ordinance. 				

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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>6. Air Quality</p> <p>Mitigation Measure M-AQ-3 – Construction Air Quality. The project sponsor or the project sponsor's Contractor shall comply with the following:</p> <p>A. Engine Requirements.</p> <ol style="list-style-type: none"> 1. Electric construction equipment used during the Phase 1 construction period shall include air compressors, concrete/industrial saws, signal boards, pumps, cement and mortar mixers, and stationary cranes. Electric construction equipment used during the Phase 2 construction period shall include air compressors, concrete/industrial saws, signal boards, pumps, cement and mortar mixers, and stationary cranes. 2. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall have engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 2 off-road emission standards, and have been retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy. Equipment with engines meeting Tier 4 Interim or Tier 4 Final off-road emission standards automatically meet this requirement. 3. Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. 4. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The Contractor shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 5. The Contractor shall require that construction workers and equipment operators properly maintain and tune equipment in accordance with manufacturer specifications. <p>B. Waivers.</p> <ol style="list-style-type: none"> 1. The Planning Department's Environmental Review Officer or designee (ERO) may waive the alternative source of power requirement of Subsection (A)(2) if an alternative source of power is limited or infeasible at the project site. If the ERO grants the waiver, the Contractor must submit documentation that the equipment used for onsite power generation meets the requirements of Subsection (A)(1), and that no air quality significance threshold used in this Initial Study would be 	<p>Project sponsor/ contractor(s)</p>	<p>Prior to issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection, with ongoing compliance with the Construction Emissions Minimization Plan throughout the construction period</p>	<p>ERO to review and approve Construction Emissions Minimization Plan; project sponsor and contractor with ongoing compliance with, Construction Emissions Minimization Plan as required by the ERO</p>	<p>Construction Emissions Minimization Plan considered complete upon ERO review and acceptance of Plan; measure considered complete upon completion of project construction and submittal to ERO of required documentation</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance												
<p>exceeded.</p> <p>2. The ERO may waive the equipment requirements of Subsection (A)(1) if a particular piece of off-road equipment with an ARB Level 3 VDECS is technically not feasible or not commercially available; the equipment would not produce desired emissions reduction due to expected operating modes; installation of the equipment would create a safety hazard or impaired visibility for the operator; or, there is a compelling emergency need to use off-road equipment that is not retrofitted with an ARB Level 3 VDECS. If seeking a waiver, the Contractor must use the next cleanest piece of off-road equipment, according to Table M-AQ-3a-3, and submit documentation showing that no air quality significance threshold used in this Initial Study would be exceeded. No waivers shall be granted if an air quality significance threshold would be exceeded by doing so.</p>																
<p>TABLE M-AQ-3a-3 OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE</p> <table border="1"> <thead> <tr> <th>Compliance Alternative</th> <th>Engine Emission Standard</th> <th>Emissions Control</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Tier 2</td> <td>ARB Level 2 VDECS</td> </tr> <tr> <td>2</td> <td>Tier 2</td> <td>ARB Level 1 VDECS</td> </tr> <tr> <td>3</td> <td>Tier 2</td> <td>Alternative Fuel*</td> </tr> </tbody> </table> <p>ow to use the table: If the ERO determines that the equipment requirements cannot be met, then the project onsor would need to meet Compliance Alternative 1. If the ERO determines that the Contractor cannot supply f-road equipment meeting Compliance Alternative 1, then the Contractor must meet Compliance Alternative 2 e ERO determines that the Contractor cannot supply off-road equipment meeting Compliance Alternative 2, th e Contractor must meet Compliance Alternative 3. Alternative fuels are not a VDECS.</p> <p>C. <i>Construction Emissions Minimization Plan.</i> Before starting on-site construction activities, the Contractor shall submit a Construction Emissions Minimization Plan (Plan) to the ERO for review and approval. The Plan shall state, in reasonable detail, how the Contractor will meet the requirements of Section A.</p> <p>1. The Plan shall include estimates of the construction timeline by phase, with a description of each piece of off-road equipment required for every construction phase. The description may include, but is not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine</p>					Compliance Alternative	Engine Emission Standard	Emissions Control	1	Tier 2	ARB Level 2 VDECS	2	Tier 2	ARB Level 1 VDECS	3	Tier 2	Alternative Fuel*
Compliance Alternative	Engine Emission Standard	Emissions Control														
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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed, the description may include technology type, serial number, make, model, manufacturer, ARB verification number-level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used.</p> <p>2. The project sponsor shall ensure that all applicable requirements of the Plan have been incorporated into the contract specifications. The Plan shall include a certification statement that the Contractor agrees to comply fully with the Plan.</p> <p>3. The Contractor shall make the Plan available to the public for review on-site during working hours. The Contractor shall post at the construction site a legible and visible sign summarizing the Plan. The sign shall also state that the public may ask to inspect the Plan for the project at any time during working hours and shall explain how to request to inspect the Plan. The Contractor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way.</p> <p>D. <i>Monitoring.</i> After start of Construction Activities, the Contractor shall submit quarterly reports to the ERO documenting compliance with the Plan. Within six months of completion of construction activity, the project sponsor shall submit to the ERO a final report summarizing construction activities, including the start and end dates and duration of each construction phase, and the specific information required in the Plan.</p>	<p align="center">Project sponsor</p>	<p>Quarterly, after start of construction activities, and within six months of completion of construction activity.</p>	<p>Project sponsor/ contractor(s) and the ERO</p>	<p>Considered complete on findings by ERO that Plan is being/was implemented</p>

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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
13. Geology and Soils				
<p>Mitigation Measure M-GE-3a – Design Approval and Construction Monitoring for BART Subway Structure. Prior to issuance of the structural plan addendum to the site permit for the proposed project by DBL the project sponsor shall submit such plans to BART for its review and approval to ensure that the plans comply with BART guidelines for the construction activity in the BART Zone of Influence (ZOI), including the <i>General Guidelines for Design and Construction Over or Adjacent to BART's Subway Structures</i>, and <i>Procedures for Permit and Plan Review</i>.</p> <p>The project sponsor and its structural engineer shall coordinate with BART to determine which of the following guidelines must be included in the plans to be submitted to BART for review:</p> <ul style="list-style-type: none"> • Geologic Hazards Evaluation and Geotechnical Investigation reports, which shall include an engineering geology map, a site plan showing the location of subway structures and BART easement, a soil reworking plan, and the geological conclusion and recommendations; • Dewatering monitoring and recharging plans; • A vibration monitoring plan and/or movement and deformation monitoring plans for steel lined tunnels, including locations and details of instruments in subways; • A foundation plan showing the anticipated total foundation loads; • An excavation plan for area in the ZOI showing excavation slope or shoring system; and • A description of the procedures and control of the soil compaction operation. <p>The project sponsor and its consultant shall monitor the groundwater level in the BART ZOI, and piezometers shall be installed on the sidewalk adjacent to the site if requested by BART.</p>	Project sponsor	Prior to issuance of the structural plan addendum to the site permit from the Department of Building Inspection	BART, Department of Building Inspection	Considered complete on notification to Department of Building Inspection by BART that the foundation and dewatering plans are approved.

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-GE-3b – Monitoring of Adjacent Structures in the Event of Dewatering. If recommended by the final geotechnical report, the project sponsor would retain a qualified professional to monitor potential settlement and subsidence at permanent structures within 50 feet of the project site. The monitoring shall include, but not be limited to, the following tasks prior to dewatering:</p> <ul style="list-style-type: none"> • Establish survey measurements of the exterior elevations of adjacent properties to monitor any movement or settlement of adjacent permanent structures during excavation; • Photograph and/or video the exterior the relevant structures to document existing conditions prior to commencement of dewatering. The photographic and/or video survey shall be adequate in scope to provide a legally binding "before and after" comparison of the conditions of the adjacent permanent structures; and • Install inclinometers and piezometers if necessary to monitor movement of the shoring system and to monitor groundwater levels, respectively, during excavation and construction. <p>Upon start of construction, the qualified professional shall perform the following tasks:</p> <ul style="list-style-type: none"> • Monitor the relevant structures weekly until dewatering and foundation construction and sealing work has been completed; and • In the event that there is more than one-half inch of lateral movement, or one-quarter inch of vertical movement, at an adjacent permanent structure within 50 feet of the project site, the qualified individual shall immediately notify the adjacent property owner, the project sponsor's general contractor, the shoring and excavation subcontractor, and DBI, and the project sponsor shall instruct its contractor and subcontractor to stop work until such time that appropriate remedial steps have been completed. 	<p>Project sponsor</p>	<p>If recommended by final geotechnical report, sponsor to retain qualified professional prior to the start of dewatering; monitoring to occur throughout foundation construction in both Phases 1 and 2.</p>	<p>ERO, Department of Building Inspection</p>	<p>Considered complete at the completion of Phase 2 foundation.</p>

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
<p>Mitigation Measure M-GE-6 – Inadvertent Discovery of Paleontological Resources. If potential vertebrate fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately and the monitor shall notify the City. The fossil should be protected by an “exclusion zone” (an area approximately five feet around the discovery that is marked with caution tape to prevent damage to the fossil). Work shall not resume until a qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the qualified paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The qualified paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with SVP’s 2010 Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, and currently accepted scientific practice, and shall be subject to review and approval by the City. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection [e.g., the University of California Museum of Paleontology], and may also include preparation of a report for publication describing the finds. The City shall ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.</p>	<p>Project sponsor, construction contractor, and, if required due to discovery of potential vertebrate fossil(s), qualified paleontologist</p>	<p>Throughout the duration of ground-disturbing activities</p>	<p>Project sponsor to notify ERO of any discovery of potential vertebrate fossil(s)</p>	<p>Considered complete upon completion of ground-disturbing activities</p>

IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
4. Transportation and Circulation				
<p>Improvement Measure I-TR-2a – Monitoring and Abatement of Queues. As an improvement measure to reduce the potential for queuing of vehicles accessing the project site, it should be the responsibility of the project sponsor to ensure that recurring vehicle queues or vehicle conflicts do not occur adjacent to the site. A vehicle queue is defined as one or more vehicles blocking any portion of adjacent sidewalks or travel lanes for a consecutive period of three minutes or longer on a daily and/or weekly basis.</p> <p>If recurring queuing occurs, the owner/operator of the facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods would vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking and loading facility, the street(s) to which the facility connects, and the associated land uses (if applicable).</p> <p>Suggested abatement methods include, but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage, directing drivers to available spaces; travel demand management strategies as discussed in the Transportation Demand Management (TDM) Program in the project description; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.</p> <p>If the Planning Director, or his or her designee, determines that a recurring queue or conflict may be present, the Planning Department should notify the project sponsor, successor owner/operator or garage operator, as applicable, in writing. Upon request, the owner/operator should hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant should prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue or conflict does exist, the project sponsor should have 90 days from the date of the written determination to abate the recurring queue or conflict, to the satisfaction of the Planning Department.</p>	<p>Project sponsor, successor building owner(s)/operator(s), parking garage operator(s)</p>	<p>Ongoing during project operation</p>	<p>ERO or other Planning Department staff</p>	<p>Monitoring of the public right-of-way would be on-going by the owner/operator of off-street parking operations.</p>

IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Improvement Measure I-TR-2b – Notification at Driveway, The Project Sponsor should provide visible/audible warning notification at the two driveway entrances to alert pedestrians to vehicles entering and exiting the driveway. Signage should be installed inside and outside the garage entrances, directing drivers to proceed with caution. Conditions at the driveways should be monitored during project occupancy to determine whether an additional audible warning signal(s) or detectable warning surfaces are necessary to supplement the visible warning signal. The final site design will ensure the proposed project driveways are designed appropriately for the visually impaired.	Project sponsor	Prior to issuance of Certificate of Occupancy for building served by relevant driveway (Building A and Building B)	ERO and SEMTA	Considered complete upon installation of devices.
Improvement Measure I-TR-6a – Consolidated Service Deliveries. Building management should work with delivery providers (UPS, FedEx, DHL, USPS, etc.) to coordinate regular delivery times and appropriate loading locations for each building, and retail tenants should be required to schedule their deliveries. The Project Sponsor will evaluate the benefits of consolidating residential deliveries for the market-rate buildings by providing package storage in the buildings that front a loading zone as a potential way to discourage short-term parking on Market Street. Management should instruct all delivery services that trucks bound for the project site are not permitted to stop on Market Street, to encroach in the transit-only or bicycle lanes on Market Street, or to impede the movement of transit vehicles, other vehicles or bicycles by restricting access to the right-turn-only lane on Market Street at 12th Street. Delivery service providers should be strongly encouraged to comply with the project site's loading procedures.	Project sponsor or successor owner/ manager of residential building, TDM coordinator	Ongoing during project operation	Planning Department – TDM monitoring staff, SFMTA	Ongoing
Improvement Measure I-TR-6b – Managed Move-In/Move-Out Operations. Building management should be responsible for coordinating and scheduling all move-in and move-out operations. To the extent possible, such operations requiring the use of on-street loading zones would occur during after-hours and on weekends. Tenants would be strongly encouraged to comply with building move-in/move-out operations.	Project sponsor or successor owner/ manager of residential building, TDM coordinator	Ongoing during project operation	Planning Department – TDM monitoring staff SFMTA	Ongoing



TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County of San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: 3505
Lot: 007
Address: P

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

Dated **January 10, 2020** this certificate is valid for the earlier of 60 days from **January 10, 2020** or **December 31, 2020**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.




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Block: 3505
Lot: 008
Address: 1125 STEVENSON ST


David Augustine, Tax Collector

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Block: 3505
Lot: 027
Address: 53V COLTON ST

David Augustine, Tax Collector

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Block: 3505
Lot: 028
Address: 53 - 61 COLTON ST

David Augustine, Tax Collector

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Block: 3505
Lot: 029
Address: 53 V

David Augustine, Tax Collector

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Block: 3505
Lot: 031
Address: 76 - 82 COLTON ST

David Augustine, Tax Collector

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Block: 3505
Lot: 031A
Address: 41V BRADY ST

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

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2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3505**
Lot: **032**
Address: **1629 - 1645 MARKET ST**

David Augustine, Tax Collector

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2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: 3505
Lot: 035
Address: 1613 V

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

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3601

BOARD OF SUPERVISOR'S APPROVAL:

ON _____, 2020, THE BOARD OF SUPERVISOR'S OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION

NO. _____, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE

BOARD OF SUPERVISORS IN FILE NO. _____

CLERK'S STATEMENT:

I, ANGELA CALVALLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY

ITS MOTION NO. _____, ADOPTED _____, 2020, APPROVED THIS MAP ENTITLED "PARCEL MAP 9640", AND CONDITIONALLY ACCEPTED THE OFFER OF DEDICATION AND IMPROVEMENTS IDENTIFIED IN THE OWNER'S STATEMENTS IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE PUBLIC WORKS ORDER FOR THIS MAP AND SUBJECT TO THE CITY ENGINEER'S NOTICE OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUBSEQUENT BOARD OF SUPERVISORS ACTION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THE OFFICE TO BE AFFIXED.

BY: _____ DATE: _____

CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVALS:
THIS MAP IS APPROVED THIS 16th DAY OF January, 2020

BY ORDER NO. 202513

BY: [Signature] DATE: January 16, 2020

MOHAMMED NURU
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY

BY: [Signature]
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

TAX STATEMENT:

I, ANGELA CALVALLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED _____ DAY OF _____, 2020.

CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CITY AND COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: [Signature] DATE: January 16, 2020

BRUCE R. STORRS L.S. 6914



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STRADA BRADY, LLC, ON JUNE 1, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: [Signature] DATE: 1/14/20

DAVID B. RON
PLS No. 8954



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2020,

AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ AT THE REQUEST OF MARTIN M. RON ASSOCIATES.

SIGNED: _____

COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT:

THIS CERTIFICATE EVIDENCES THAT A PUBLIC IMPROVEMENT AGREEMENT ASSOCIATED WITH LOTS 1 & 2 AS SHOWN UPON THIS MAP HAS

BEEN EXECUTED ON THE _____ DAY OF _____, 2020, BETWEEN MARKET STREET 1629 VENTURES LP, A DELAWARE LIMITED PARTNERSHIP AND THE CITY AND COUNTY OF SAN FRANCISCO.

THIS CERTIFICATE ALSO EVIDENCES THAT A PUBLIC IMPROVEMENT AGREEMENT ASSOCIATED WITH LOT 3 AS SHOWN UPON THIS MAP HAS

BEEN EXECUTED ON THE _____ DAY OF _____, 2020, BETWEEN STRADA BRADY, LLC A CALIFORNIA LIMITED LIABILITY COMPANY AND THE CITY AND COUNTY OF SAN FRANCISCO.

BY: _____

MOHAMMED NURU
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

PARCEL MAP 9640

BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS.

BEING A PORTION OF MISSION BLOCK NO. 13

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.

Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

JANUARY 2020 SHEET 1 OF 5

APNs 3505-007, 3505-008, 3505-027, 1 BRADY STREET
3505-028, 3505-029, 3505-031, 1125 STEVENSON STREET
3505-031A, 3505-032 & 3505-035 53 COLTON STREET

3602

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF AND HOLDERS OF RECORD TITLE INTEREST IN THE REAL PROPERTY SUBDIVIDED AND SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE FOR STREET SIDEWALK AND RIGHT-OF-WAY PURPOSES THAT CERTAIN REAL PROPERTY SHOWN HEREIN AS LOT A AND FOR ANY IMPROVEMENTS THEREIN AND THEREON TO BE CONSTRUCTED BY THE SUBDMR. SAID FEE SHALL BE CONVEYED BY SEPARATE INSTRUMENT.

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

OWNER: U.A. LOCAL 38 PENSION TRUST FUND

BY: [Signature]
NAME: Larry Mazzola Jr.
TITLE: Chairman

OWNER'S ACKNOWLEDGMENT:

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

COUNTY OF SAN FRANCISCO

ON January 13th 2020 2020 BEFORE ME, Ellen Aurora Weaver

PERSONALLY APPEARED Larry Mazzola Jr. 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: [Signature]

NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2288493

MY COMMISSION EXPIRES: May 13th 2023

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

LESSEE'S STATEMENT:

WE HEREBY STATE THAT WE ARE A LESSEE OF THE REAL PROPERTY DESCRIBED AS LOTS A 1 & 2 SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

LESSEE: MARKET STREET 1629 VENTURES, LP
A DELAWARE LIMITED PARTNERSHIP

BY: [Signature]
NAME: MICHAEL COHEN
TITLE: PRESIDENT

LESSEE'S ACKNOWLEDGMENT:

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

COUNTY OF SAN FRANCISCO

ON January 10th 2020 BEFORE ME, ELLEN AURORA WEAVER

PERSONALLY APPEARED MICHAEL SCOTT COHEN 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: [Signature]

NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2288493

MY COMMISSION EXPIRES: May 13th 2023

COUNTY OF PRINCIPAL PLACE OF BUSINESS: SAN FRANCISCO

LESSEE'S STATEMENT:

WE HEREBY STATE THAT WE ARE A LESSEE OF THE REAL PROPERTY DESCRIBED AS LOT 3 SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

LESSEE: STRADA BRADY, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: STRADA BRADY MEMBER, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: [Signature]
NAME: MICHAEL COHEN
TITLE: MANAGER

PARCEL MAP 9640

BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-1278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS.

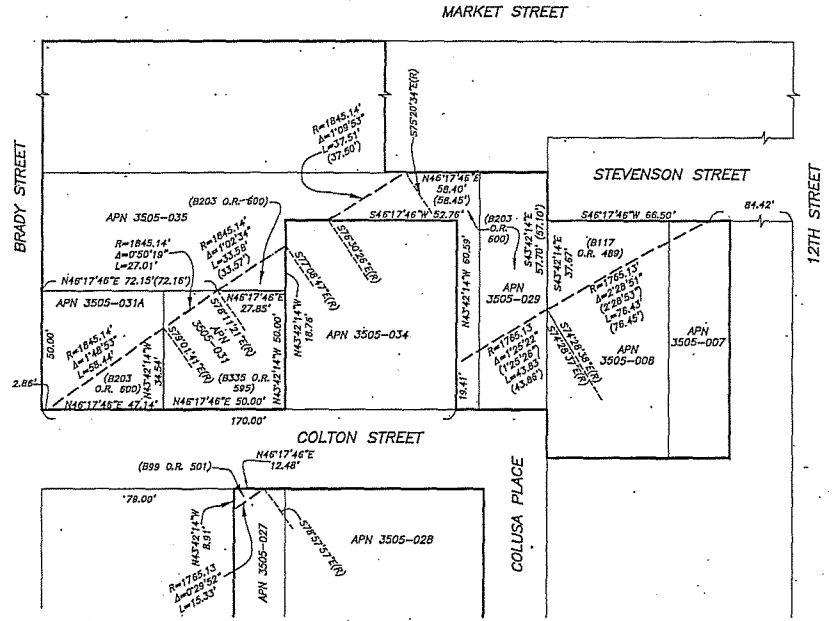
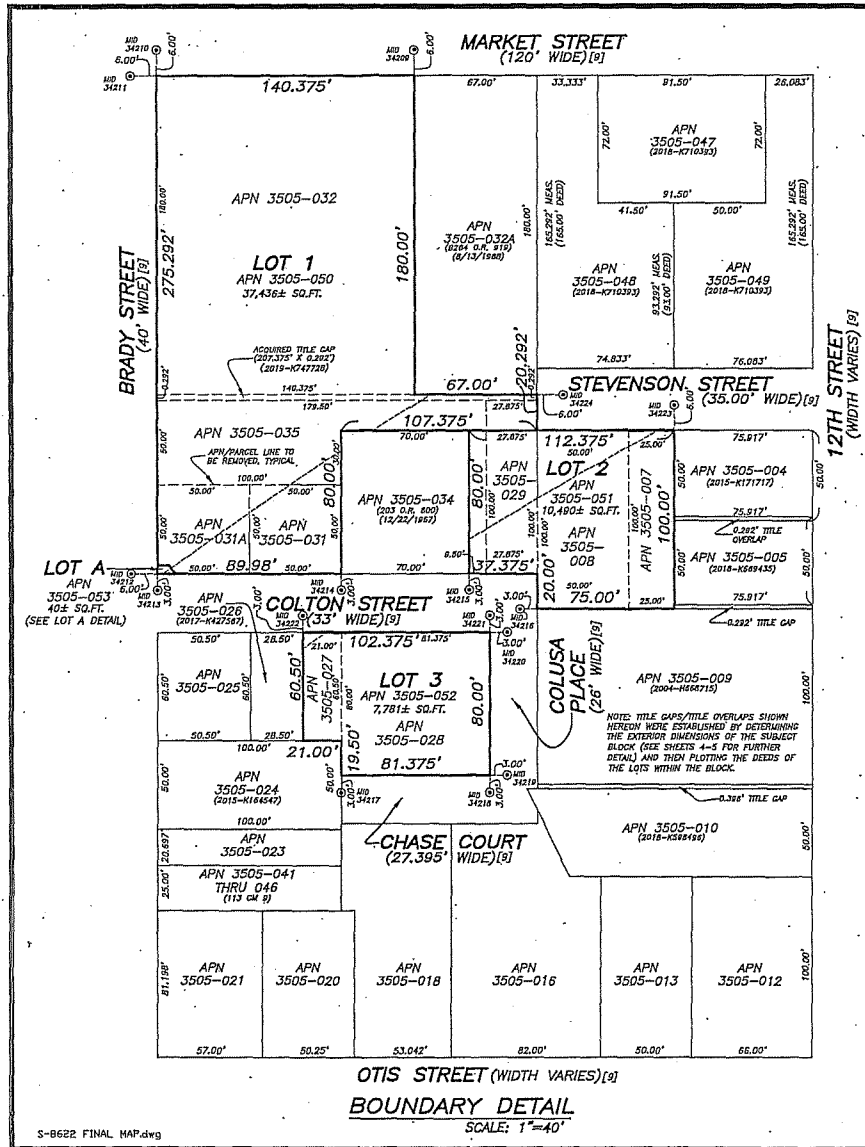
BEING A PORTION OF MISSION BLOCK NO. 13

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

JANUARY 2020 SHEET 2 OF 5
APNs 3505-007, 3505-008, 3505-027, 1 BRADY STREET
3505-029, 3505-029, 3505-031, 1125 STEVENSON STREET
3505-031A, 3505-032 & 3505-035 53 COLTON STREET

3603



A PERPETUAL SUB-SURFACE EASEMENT AND RIGHT OF WAY FOR RAPID TRANSIT TUNNEL FACILITIES:

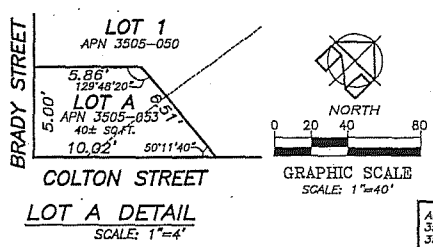
ASSESSOR'S PARCEL NO.	DOCUMENT NO.	VERTICAL LIMIT
3505-007	B117 O.R. 489	BELOW EL. -16
3505-008	B117 O.R. 489	BELOW EL. -16
3505-029	B203 O.R. 600	BELOW EL. -16
3505-029	B203 O.R. 600	BELOW EL. -16
3505-031	B335 O.R. 599	BELOW EL. -16
3505-031A	B203 O.R. 600	BELOW EL. -16
3505-035	B203 O.R. 600	BELOW EL. -16

NOTE: DIMENSIONS SHOWN HEREON ARE MEASURED AND RECORD DIMENSIONS ARE SHOWN IN PARENTHESES (XXX) WHEN THEY DIFFER FROM MEASURED DIMENSIONS. SEE SAID DOCUMENTS FOR COMPLETE DETAILS. VERTICAL LIMIT ELEVATIONS ARE ON MEAN SEA LEVEL UNITED STATES COAST GUARD AND GEODETIC SURVEY 1929 MEAN SEA LEVEL DATUM, APPROXIMATELY 62 FEET BELOW PRESENT GRAOUND LEVEL.

EASEMENT DETAIL
SCALE: NONE

BASIS OF BEARINGS
A BEARING OF N46°17'46"E FOR THE NORTHWESTERLY LINE OF COLTON STREET WAS USED AS THE BASIS OF BEARINGS FOR THIS DETAIL.

- LEGEND**
- APN MEAS. OFFICIAL RECORDS CONDOMINIUM MAPS MONUMENT IDENTIFICATION NUMBER PER CITY AND COUNTY OF SAN FRANCISCO DATABASE
 - SET NAIL & 3/4" BRASS TAG IN SIDEWALK STAMPED PLS 8954
 - PROPERTY LINE
 - APN/RIGHT OF WAY LINE
 - EASEMENT LINE (SEE EASEMENT DETAIL)



PARCEL MAP 9640

BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-27894, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS.

BEING A PORTION OF MISSION BLOCK NO. 13

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco, California

JANUARY 2020

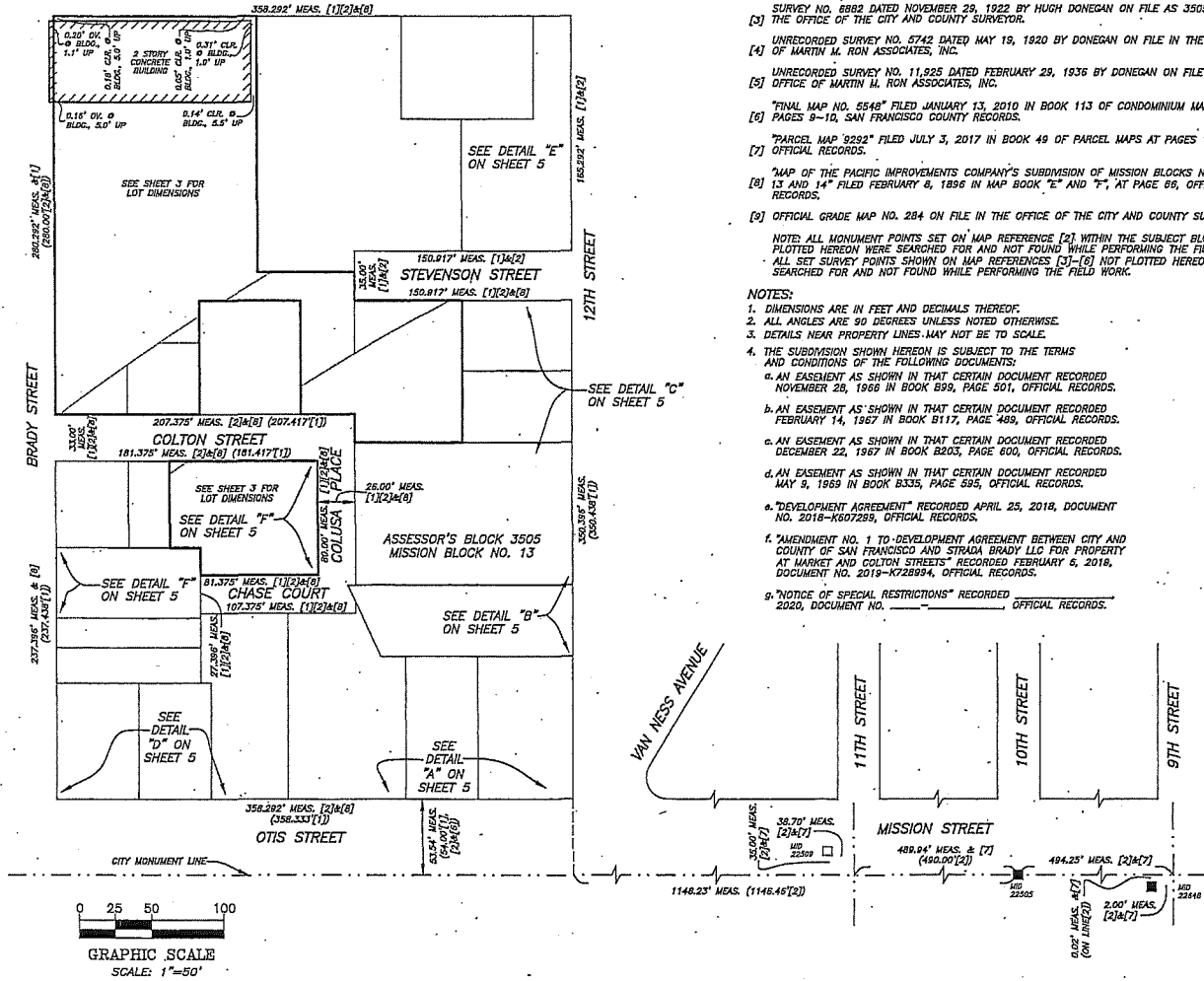
APNs-3505-007, 3505-008, 3505-027, 3505-028, 3505-029, 3505-031, 3505-031A, 3505-032 & 3505-035

1 BRADY STREET
1125 STEVENSON STREET
53 COLTON STREET

SHEET 3 OF 5



MARKET STREET



MAP REFERENCES:

- [1] BLOCK DIAGRAM OF MISSION BLOCK 13 DATED MARCH 25, 1910 ON FILE AS 3505a.TIF IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.
- [2] "MAP OF A PORTION OF THE MISSION DISTRICT OF THE CITY AND COUNTY OF SAN FRANCISCO FROM NINTH ST. TO FOURTEENTH ST." APPROVED IN MAY 1914, LAST AMENDED OCTOBER 29, 1940 ON FILE AS B-18 IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.
- [3] SURVEY NO. 8882 DATED NOVEMBER 29, 1922 BY HUGH DONEGAN ON FILE AS 3505a.TIF IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.
- [4] UNRECORDED SURVEY NO. 5742 DATED MAY 19, 1920 BY DONEGAN ON FILE IN THE OFFICE OF MARTIN M. RON ASSOCIATES, INC.
- [5] UNRECORDED SURVEY NO. 11,925 DATED FEBRUARY 29, 1936 BY DONEGAN ON FILE IN THE OFFICE OF MARTIN M. RON ASSOCIATES, INC.
- [6] "FINAL MAP NO. 5548" FILED JANUARY 13, 2010 IN BOOK 113 OF CONDOMINIUM MAPS AT PAGES 9-10, SAN FRANCISCO COUNTY RECORDS.
- [7] "PARCEL MAP 9292" FILED JULY 3, 2017 IN BOOK 49 OF PARCEL MAPS AT PAGES 110-130, OFFICIAL RECORDS.
- [8] "MAP OF THE PACIFIC IMPROVEMENTS COMPANY'S SUBDIVISION OF MISSION BLOCKS NUMBER 13 AND 14" FILED FEBRUARY 8, 1896 IN MAP BOOK "E" AND "F", AT PAGE 89, OFFICIAL RECORDS.
- [9] OFFICIAL GRADE MAP NO. 284 ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

NOTES:

- 1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
- 3. DETAILS NEAR PROPERTY LINES MAY NOT BE TO SCALE.
- 4. THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING DOCUMENTS:
 - a. AN EASEMENT AS SHOWN IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 25, 1966 IN BOOK 699, PAGE 501, OFFICIAL RECORDS.
 - b. AN EASEMENT AS SHOWN IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 14, 1967 IN BOOK B117, PAGE 489, OFFICIAL RECORDS.
 - c. AN EASEMENT AS SHOWN IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 22, 1967 IN BOOK B203, PAGE 600, OFFICIAL RECORDS.
 - d. AN EASEMENT AS SHOWN IN THAT CERTAIN DOCUMENT RECORDED MAY 9, 1969 IN BOOK B335, PAGE 695, OFFICIAL RECORDS.
 - e. "DEVELOPMENT AGREEMENT" RECORDED APRIL 25, 2016, DOCUMENT NO. 2016-1607289, OFFICIAL RECORDS.
 - f. "AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND STRAFA BRADY LTD FOR PROPERTY AT MARKET AND COLTON STREETS" RECORDED FEBRUARY 6, 2016, DOCUMENT NO. 2019-K728994, OFFICIAL RECORDS.
 - g. "NOTICE OF SPECIAL RESTRICTIONS" RECORDED 2020, DOCUMENT NO. _____, OFFICIAL RECORDS.

BOUNDARY RESOLUTION NOTE:
THE BOUNDARY OF THE SUBJECT PROPERTY SHOWN HEREON WAS RESOLVED BY FIRST ESTABLISHING THE CITY MONUMENT LINE ON MISSION/OTIS STREET AND ESTABLISHING THE NORTHWESTERLY LINE OF OTIS AS PARALLEL WITH SAID MONUMENT LINE.

THE EXTERIOR BLOCK DIMENSIONS WERE ESTABLISHED USING MAP REFERENCES [1], [2] & [8] AND CONFIRMED BY MAP REFERENCES [3], AN [4] AND OCCUPATION OF HISTORICAL BUILDINGS AS SHOWN HEREON.

THE DISTANCE FROM THE MONUMENT LINE TO THE NORTHWESTERLY LINE OF OTIS STREET WAS ESTABLISHED USING MAP REFERENCES [3], AN [4] AND OCCUPATION OF HISTORICAL BUILDINGS AS SHOWN HEREON.

BUILDING MEASUREMENTS NOTE:
MEASUREMENTS TO BUILDING CORNERS PLOTTED HEREON ARE FOR BOUNDARY RESOLUTION.

BASIS OF SURVEY:
THE CITY MONUMENT LINE ON MISSION/OTIS STREET AS SHOWN HEREON IS THE BASIS OF SURVEY. SEE MAP REFERENCE [2].

FIELD SURVEY COMPLETION:
THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON NOVEMBER 1, 2019. ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

LEGEND

- APN MEAS. ASSESSOR'S PARCEL NUMBER
- MID MEASURED MONUMENT IDENTIFICATION NUMBER PER CITY AND COUNTY OF SAN FRANCISCO DATABASE
- FOUND BRASS PIN IN LEAD PLUG IN MONUMENT WELL
- FOUND BRASS PIN IN LEAD PLUG IN MONUMENT WELL (CURRENTLY PAVED OVER, SEE MAP REFERENCE [7])
- PROPERTY LINE
- APN/RIGHT OF WAY LINE
- EASEMENT LINE (SEE SHEET 3)

PARCEL MAP 9640

BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 29, 2011, DOCUMENT NO. 2011-127824, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K747728, OFFICIAL RECORDS.

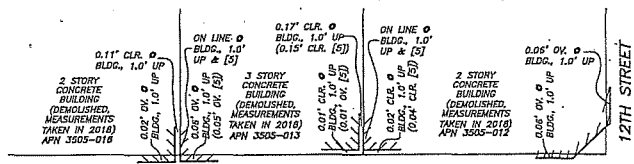
BEING A PORTION OF MISSION BLOCK NO. 13
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

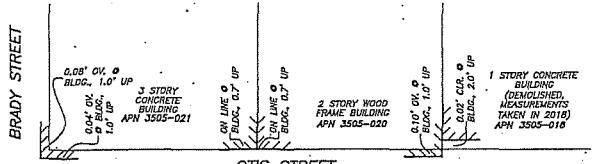
JANUARY 2020 SHEET 4 OF 5

APNs 3505-007, 3505-008, 3505-027, 3505-028, 3505-029, 3505-031, 3505-032A, 3505-032 & 3505-035	1 BRADY STREET 1125 STEVENSON STREET 83 COLTON STREET
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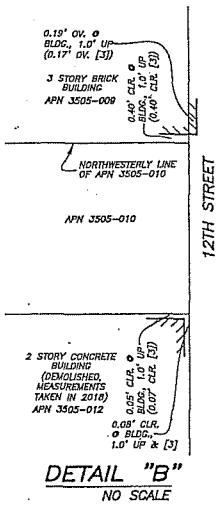
3605



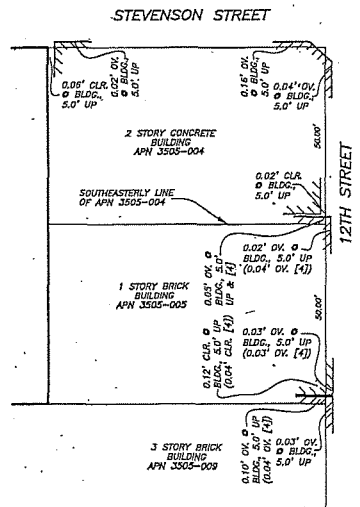
OTIS STREET
DETAIL "A"
NO SCALE



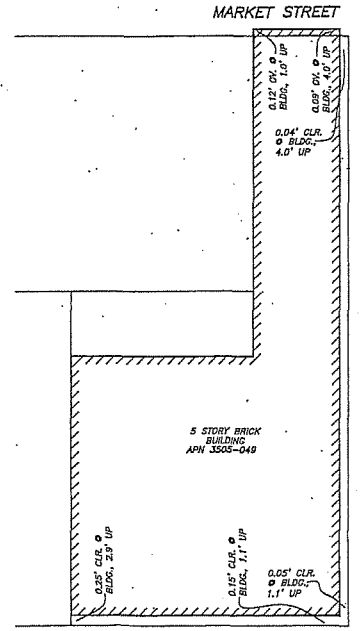
OTIS STREET
DETAIL "D"
NO SCALE



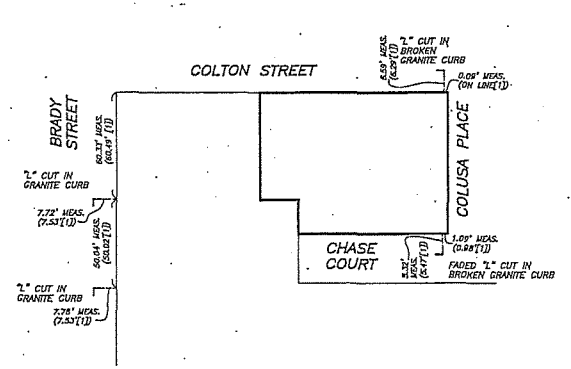
DETAIL "B"
NO SCALE



STEVENSON STREET
DETAIL "C"
NO SCALE



STEVENSON STREET
DETAIL "E"
NO SCALE



DETAIL "F"
NO SCALE

LEGEND
APN ASSESSOR'S PARCEL NUMBER
CLR CLEAR OF THE PROPERTY LINE
OV OVER THE PROPERTY LINE
BLDG BUILDING

NOTE:
BUILDING CORNER TIES ON PROPERTIES OTHER THAN THE SUBJECT PROPERTY ARE SHOWN TO SUPPORT A PREVAILING PATTERN OF OCCUPATION WHICH SUPPORT THE SUBJECT BOUNDARY RESOLUTION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSES.

PARCEL MAP 9640

BEING A MERGER AND 4 LOT SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CORRECTION DEED RECORDED SEPTEMBER 25, 2011, DOCUMENT NO. 2011-1278924, OFFICIAL RECORDS AND THAT CERTAIN JUDGMENT RECORDED MARCH 26, 2019, DOCUMENT NO. 2019-K74772B, OFFICIAL RECORDS.

BEING A PORTION OF MISSION BLOCK NO. 13

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.
Land Surveyors

850 Harrison Street, Suite 200
San Francisco California

JANUARY 2020 SHEET 5 OF 5

APNs 3505-007, 3505-008, 3505-027, 3505-028, 3505-029, 3505-031, 3505-031A, 3505-032 & 3505-035	1 BRADY STREET 1125 STEVENSON STREET 53 COLTON STREET
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