

File No. 170130 Committee Item No. 3
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
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Committee: Land Use and Transportation Committee Date July 24, 2017

Board of Supervisors Meeting Date _____

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- _____
- _____

Completed by: Erica Major Date July 19, 2017
Completed by: _____ Date _____

1 [Street Encroachment Permit - 45 Lansing Development, LLC - Shared Public Way on
2 Lansing Street Fronting 45 Lansing Street]

3 **Resolution granting revocable permission to 45 Lansing Development, LLC, to occupy**
4 **and maintain the Lansing Street Shared Public Way on Lansing Street between Guy**
5 **Place and 1st Street fronting 45 Lansing Street (Assessor's Parcel Block No. 3749, Lot**
6 **No. 059); adopting environmental findings under the California Environmental Quality**
7 **Act; and making findings of consistency the General Plan, and with the eight priority**
8 **policies of Planning Code, Section 101.1.**

9
10 WHEREAS, Pursuant to Public Works Code, Section 786, 45 Lansing Development,
11 LLC, (hereafter referred to as "Permittee") requested permission to occupy a portion of the
12 public right-of-way to maintain the Lansing Street shared public way improvements along
13 Lansing Street between Guy Place and 1st Street fronting 45 Lansing Street (Assessor's
14 Parcel Block No. 3749, Lot No. 059); and

15 WHEREAS, The improvements include a shared public street (also known as a
16 "curbless street"), new valley gutter, trench drain and a pedestrian-only spaces, and trees
17 located in the parking lane between on street parking spaces (collectively referred to as the
18 "Lansing Street Shared Public Way"); and

19 WHEREAS, The Permittee constructed the Lansing Street Shared Public Way under
20 Public Works Permit Nos. 071E-0533 and 15ME-0003 in conjunction with their 39-story,
21 residential development, and the Permittee has proposed to maintain the Lansing Street
22 Shared Public Way for the life of the permit; and

23 WHEREAS, The Permittee has designed San Francisco Public Utilities Commission
24 ("SFPUC") facilities in conformance with the San Francisco Stormwater Design Guidelines
25 and SFPUC policies; and

1 WHEREAS, Under the Lansing Street Shared Public Way design the vehicular path of
2 travel will remain the same, as will the direction of travel, as shown on the plans, a copy of
3 which is on file in the office of the Clerk of the Board of Supervisors in File No. 170130 and
4 incorporated herein by reference; and

5 WHEREAS, The Planning Commission, on April 14, 2011, in Motion No. 18316,
6 determined that the actions contemplated in this Resolution comply with the California
7 Environmental Quality Act (California Public Resources Code, Sections 21000 et seq.) and
8 adopted findings in regard to the development project and the associated street
9 improvements; and

10 WHEREAS, The Planning Commission determination and environmental findings are
11 on file with the Clerk of the Board of Supervisors in File No. 18316 and are incorporated
12 herein by reference; and

13 WHEREAS, The Board adopts the environmental findings as its own; and

14 WHEREAS, The Transportation Advisory Staff Committee, at its meeting of
15 May 14, 2015, recommended approval of the proposed encroachments; and

16 WHEREAS, The Planning Department, by letter dated March 17, 2015, declared that
17 the proposed encroachments are in conformity with the General Plan, and are consistent with
18 the eight priority policies of Planning Code, Section 101.1; and

19 WHEREAS, A copy of said letter is on file with the Clerk of the Board of Supervisors in
20 File No. 170130, and is incorporated herein by reference; and

21 WHEREAS, After a public hearing on January 6, 2016, Public Works recommended to
22 the Board approval of a street encroachment permit ("Street Encroachment Permit" or
23 "Permit") for the maintenance of the Lansing Street Shared Public Way; and

1 WHEREAS, This recommendation is contained in PW Order No. 184520, dated
2 January 6, 2016, a copy of which is on file with the Clerk of the Board of Supervisors in File
3 No. 170130, and incorporated herein by reference; and

4 WHEREAS, The Street Encroachment Permit and its associated encroachment
5 agreement and declaration of maintenance covenants and restrictions for the Lansing Street
6 Shared Public Way shall not become effective until:

7 (1) The Permittee executes and acknowledges the Permit and delivers said
8 Permit to Public Works, and

9 (2) PW records the Permit and associated encroachment agreement and
10 declaration of maintenance covenants and restrictions ensuring maintenance of the Lansing
11 Street Shared Public Way in the County Recorder's Office, and

12 WHEREAS, The Permit and its associated street encroachment agreement ("Street
13 Encroachment Agreement") and declaration of maintenance covenants and restrictions
14 ("Declaration") are on file with the Clerk of the Board of Supervisors in File No. 170130 and
15 incorporated herein by reference; and

16 WHEREAS, The Street Encroachment Agreement and Declaration shall be
17 substantially in the form in the Clerk of the Board of Supervisor's file; and

18 WHEREAS, The Permittee, at its sole expense and as is necessary as a result of this
19 permit, shall make the following arrangements:

20 (1) To provide for the support and protection of facilities under the jurisdiction of
21 PW, the San Francisco Public Utilities Commission, the San Francisco Fire Department, and
22 other City Departments, and public utility companies;

23 (2) To provide access to such facilities to allow said entities to construct,
24 reconstruct, maintain, operate, or repair such facilities as set forth in the Street Encroachment
25 Agreement;

1 (3) To remove or relocate such facilities if installation of the Lansing Street
2 Shared Public Way requires said removal or relocation and to make all necessary
3 arrangements with the owners of such facilities, including payment for all their costs, should
4 said removal or relocation be required;

5 (4) No structures shall be erected or constructed within said street right-of-way
6 except as specifically permitted herein; and

7 (5) The Permittee shall assume all costs for the maintenance and repair of the
8 encroachment and no cost or obligation of any kind shall accrue to Public Works by reason of
9 this permission granted; now, therefore, be it

10 RESOLVED, Pursuant to Public Works Code, Section 786, the Board of Supervisors
11 hereby grants revocable permission to the Permittee, 45 Lansing Development, LLC, to
12 occupy the public right-of-way with the Lansing Street Shared Public Way improvements and
13 maintain said improvements; and, be it

14 FURTHER RESOLVED, The Board, pursuant to proposed amendments to Public
15 Works Code, Section 786.7, in companion legislation, intends to waive the public right-of-way
16 occupancy assessment fee because the Lansing Street Shared Public Way provides a public
17 benefit contemplated in the City-adopted Rincon Hill Streetscape Plan; and, be it

18 FURTHER RESOLVED, The Board of Supervisors accepts the recommendations of
19 the PW Order No. 184520 and approves the Street Encroachment Permit, its associated
20 Street Encroachment Agreement and the Declaration with respect to the Lansing Street
21 Shared Public Way; and, be it

22 FURTHER RESOLVED, The Board also authorizes the PW Director to acknowledge
23 the Declaration on behalf of the City; to perform and exercise the City's rights and obligations
24 with respect to the Lansing Street Shared Public Way under the Permit, Street Encroachment
25 Agreement, and Declaration; and to enter into any amendments or modifications to the

1 Permit, the Street Encroachment Agreement, and/or the Declaration with respect to the
2 Lansing Street Shared Public Way (including without limitation, the exhibits) that the PW
3 Director determines, in consultation with the City Attorney, are in the best interest of the City,
4 do not materially increase the obligations or liabilities of the City or materially decrease the
5 obligations of the Permittee or its successors, are necessary or advisable to effectuate the
6 purposes of the Permit, the Street Encroachment Agreement, the Declaration, or this
7 resolution with respect to the Lansing Street Shared Public Way, and are in compliance with
8 all applicable laws, including the City's Charter; and, be it

9 FURTHER RESOLVED, The Board also delegates the authority to the PW Director,
10 after confirmation from the General Manager of the Public Utilities Commission and the City
11 Engineer's issuance of a determination of completion, to accept the sanitary sewer line in the
12 Lansing Street Shared Public Way for City maintenance and liability purposes, subject to any
13 terms related to its operation and maintenance that are contained in the Permit or Street
14 Encroachment Agreement; and, be it

15 FURTHER RESOLVED, The delegated authority also extends to other limited public
16 improvements within the Lansing Street Shared Public Way that are under the jurisdiction of
17 the MTA, such as parking meters, that the PW Director, in consultation with the MTA Director
18 of Transportation, agrees to accept for City maintenance and liability purposes; and, be it

19 FURTHER RESOLVED, That the Board finds that the Street Encroachment Permit is
20 consistent with the General Plan for the reasons set forth in the March 17, 2015,
21 determination of the Planning Department.

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SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Inclusionary Housing (Sec. 415) | <input checked="" type="checkbox"/> First Source Hiring (Admin. Code) |
| <input type="checkbox"/> Jobs Housing Linkage Program (Sec. 313) | <input type="checkbox"/> Child Care Requirement (Sec. 314) |
| <input type="checkbox"/> Downtown Park Fee (Sec. 139) | <input type="checkbox"/> Other |

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Planning Commission Motion No. 18316

HEARING DATE: APRIL 14, 2011

Date: March 10, 2011
Case No.: 2010.1044X
Project Address: 45 LANSING STREET
Zoning: RH DTR (Rincon Hill Downtown Residential Mixed Use) District
65/400-R Height and Bulk Designation
Block/Lot: 3749/059
Project Sponsor: Steve Atkinson
45 Lansing Development LLC
Luce, Forward, Hamilton & Scripps LLP
Rincon Center II
121 Spear Street, Suite 200
San Francisco, CA 94105
Staff Contact: Ben Fu – (415) 558-6318
ben.fu@sfgov.org

ADOPTING FINDINGS UNDER PLANNING CODE SECTIONS 309.1, 352, 825, AND 827 TO AUTHORIZE MODIFICATION AND RE-ENTITLEMENT OF A PROJECT APPROVED UNDER MOTION NO. 17397 WITHIN THE RH DTR (RINCON HILL DOWNTOWN RESIDENTIAL MIXED USE) DISTRICT WITH A 65/400-R HEIGHT AND BULK DESIGNATION.

PREAMBLE

On November 18, 2010, Luce, Forward, Hamilton & Scripps LLP (hereinafter "Project Sponsor") filed Application No. 2010.1044X (hereinafter "Application") on behalf of 45 Lansing Development LLC with the Planning Department (hereinafter "Department") for the modification and re-entitlement per Planning Code Sections 309.1, 352, 825 and 827 for a project approved under Motion No. 17397. The proposal would increase the number of dwellings from 227 to 320 and number of parking spaces from 227 to 265, and would require a determination of compliance under Planning Code Section 309.1, including exceptions to allow greater than one parking space for every two dwelling units, provide off-site open space in lieu of on-site, and allow dwelling units without Code-required exposure. The project was originally approved on March 15, 2007, under Motion No. 17397 to demolish the existing office building and construct a tower reaching 400 feet (exclusive of mechanical penthouses) and consisting of approximately 227 dwelling units and up to 227 non-independently accessible parking spaces. The proposal included exceptions to allow greater than one parking space for every two units, to provide off-

site open space in lieu of on-site, and for dwelling unit exposure. The project included extensive streetscape improvements for Lansing Street between First Street and Essex Street.

The environmental effects of the Project were determined by the San Francisco Planning Department (hereinafter "Department") to have been fully reviewed under the Rincon Hill Plan Environmental Impact Report (hereinafter "Rincon EIR"). The Rincon EIR was prepared, circulated for public review and comment, and on May 5, 2005, by Motion No. 17007 certified by the Commission as complying with the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et. Seq., hereinafter "CEQA"). The Rincon EIR is a Program EIR. A copy of the Final Rincon Hill EIR on CD-Rom is included in the Commission's packet for informational purposes.

The Commission adopted CEQA findings related to the Rincon EIR in support of its approval of the Rincon Hill Plan and related actions in its Motion No. 17008 and hereby incorporates such findings by reference. The current application to modify the number and type of dwelling units was determined by the San Francisco Planning Department (hereinafter "Department") not to require additional environmental review under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"). An addendum to the Rincon Hill Final EIR related to this determination is attached for reference.

On April 14, 2011, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2010.1044X.

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 extension of the performance period requested in Application No. 2010.1044X, 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 approximately 15,025 square foot project site consists of one parcel that is located on a through lot with frontages on the southeastern side of Lansing Street and the northwestern side of Harrison Street. The previously existing single-story brick office building that was originally constructed in the early 1940's and significantly altered in the 1960's was demolished. The existing Pollinator Garden and art installation will be maintained until start of building construction.

3. **Past History and Actions.** On March 02, 2006, the Commission held a duly advertised public hearing and approved with conditions a proposal to demolish the existing improvements, and construct a residential project that would consist of one 400-foot tall tower-on-podium building with approximately 265 dwelling units, 265 off-street parking spaces (non-independently accessible), for the design, location, and size of publicly accessible open space under Planning Code Sections 827(e) and 309.1(b)(1)(g), to provide reduction in the required on-site residential open space and to allow an exception for one to one parking.

On March 15, 2007, the Commission held a held a duly advertised public hearing and approved with conditions under Motion No. 17397 a revised proposal consisting of up to 227 dwelling units and 227 off-street parking spaces, in a development that would include one tower reaching 400-feet in height (exclusive of mechanical penthouses) and for the granting of exceptions to allow greater than one parking space for every two dwelling units under Planning Code Sections 151.1(d) and 309.1(b)(1)(b), for reduction of the dwelling unit exposure requirements under Planning Code Sections 140 and 309.1(b)(1)(d), for the design, location, and size of publicly accessible open space under Planning Code Sections 827(e) and 309.1(b)(1)(g), and to provide reduction in the required on-site residential open space of 36 square feet per unit under Planning Code Sections 827(e)(2)(a) and 309.1(b)(1)(f).

On June 11, 2009, the Commission held a held a duly advertised public hearing and approved an extension request under Motion No. 17902 for 12 months, to March 15, 2010. On May 27, 2010, the Commission held a held a duly advertised public hearing and approved an extension request under Motion No. 18094 for 12 months, to March 15, 2011.

4. **Project Description.** The project proposes to increase the number of dwellings from 227 to 320 and number of parking spaces from 227 to 265, and require a determination of compliance under Planning Code Section 309.1, including exceptions to allow greater than one parking space for every two dwelling units, provide off-site open space in lieu of on-site, and allow dwelling units without Code-required exposure.
5. **Public Comment.** The Department has received no opposition to the proposal.
6. **The Rincon Hill Downtown Residential Mixed Use District – Planning Commission Design Review and Determination of Compliance Required.** On July 26, 2005, the Board of Supervisors approved the Rincon Hill Plan Element of the General Plan and associated General Plan Amendments. On August 2, 2005, the Board of Supervisors approved General Plan amendments, zoning text and map amendments, along with other associated legislation in adopting the new Rincon Hill Plan. The new Rincon Hill Plan further encourages the conversion of the existing Rincon Hill area to a high-density residential neighborhood with significant pedestrian and residential amenities such as parks and open space. The proposed new zoning provides more specific direction in designing new buildings, to assure their bulk and height is appropriate and that their interaction with the pedestrian realm contributes to the creation of a new neighborhood. Among the goals of the new zoning controls is to encourage high-rise development in slender towers amply separated, and to limit the amount of excessive off-street parking. To provide more specific direction to project sponsors and to help assure a more

predictable project review process, the controls are designed to be more specific and allow less variability. The new controls utilize a design review process before the Commission, similar to the project review process for Downtown C-3 Districts, rather than utilizing the Conditional Use and Planned Unit Development review processes.

7. **Planning Code Compliance.** The Planning Commission finds that the proposed project is compliant with the Planning Code as follows:

- a. **Height.** For the 400-R Height and Bulk District, buildings are restricted to 400-feet in height. Height is measured from the mid-point of the building or building step. In the Rincon Hill Downtown Residential District, uninhabitable mechanical penthouses are allowed to extend ten percent above the allowed building height. (Planning Code Section 261(b)(1)(H)). The proposed tower would be 400-feet and would be measured from the Lansing Street grade at the mid-point of the building as allowed by Code. The uninhabitable mechanical penthouses would be approximately 40-feet tall, equal to the 10% allowance for such penthouses.
- b. **Bulk.** Planning Code Section 270(e) limits the plan dimension of towers between 351-feet and 550-feet from having a plan length dimension of 115-feet and a diagonal dimension of 145-feet. The floor plate is limited to 10,000 square feet; the top 1/3 of the tower's floor plates are required to be reduced by 10% (9,000 square feet), unless the overall tower floor plate is reduced by an equal or greater volume. The proposed tower would have a maximum plan dimension of 115-feet and a maximum diagonal dimension of 145-feet. The average floor plate would be approximately 9,654 square feet for the tower floor area, thereby meeting the bulk limitations. No tower sculpting is required since the overall volume is reduced by a volume greater than the 10% reduction required for the top 1/3 of the building.
- c. **Open Space.** The proposed Rincon Hill Downtown Residential District controls would require 75 square feet of open space per unit, or 24,000 square feet for the 320 proposed units, with at least 40 percent or 9,600 square feet as common open space and at least 48 percent or 11,520 square feet be provided on-site (without an exception being granted).

The current proposal provides approximately 16,540 square feet of private on-site open space and approximately 10,539 square feet of off-site open space on Lansing Street, for a total of approximately 27,079 square feet of open space. The project provides 658 square feet of on-site common open space; therefore an exception is required, like the project approved in March 2007. An exception was approved with the previous proposal.

- d. **Setback / Street Frontage Requirements.** Planning Code Section 827(d)(5) provides specific dimension requirements for those areas where ground floor units are required and encourages the adherence to the standards along certain streets, including Lansing Street. Although ground floor units are not required along Lansing Street, these standards are encouraged. They include a front setback between three and ten feet, stoops that are at least three-feet above grade, front recesses that are at least one-foot

deep, and five-feet wide, and at least as tall as the ground story; the front setback area is required to be landscaped for all portions that are not occupied by stoops or by porches. The proposed dwelling unit frontages on Lansing Street incorporate most of these requirements.

- e. **Parking.** The Rincon Hill Plan limits the number of off-street parking spaces for dwelling units to no more than one parking space for every two dwelling units. Exceptions can be granted to allow up to one-to-two parking through the Design Review process as long as those parking spaces above the initial one-to-two ratio are either provided on lifts, or are not independently accessible, and that they meet the criteria provided under Planning Code Section 151. The approved project proposed a one-to-one parking ratio. As currently proposed, the project provides approximately 265 spaces, or a ratio of 0.83 to 1, and none of which would be independently accessible spaces.
- f. **Location of Parking.** Planning Code Section 827(d)(8)(A) requires that parking be provided below grade. It allows exceptions through the design review process to be above grade as long as it meets the criteria listed therein. The project meets these criteria as follows:
 - i. All off-street parking must be located below-grade:

Except for one independently accessible ADA drop-off space located on the ground level, all parking spaces are located below grade at five basement levels.
 - ii. For sloping sites with a grade change of at least ten feet laterally along the street, no less than 50-percent of the perimeter of all floors with off-street parking shall be below the level of said sloping street:

The project site does not have a lateral slope in excess of ten feet. All five levels of parking are below grade.
- g. **Loading.** Planning Code Section 152.2 allows up to one loading space plus one additional loading space for every 200 units after the initial 100 units. For 320 units, up to two loading spaces are permitted. One space is proposed.
- h. **Bicycle Parking.** Planning Code Section 155.5 requires one Class I bicycle parking space for every four dwelling unit over 50-units plus 25 bicycle parking spaces. For the proposed 320-unit project, 93 Class I bicycle spaces are required and are being provided.
- i. **Maximum Width of Parking and Loading Entries.** Planning Code Section 827(d)(8)(B) limits the width of openings for auto ingress and egress to no more than 22-feet and for loading to no more than 15-feet. The proposed project would include a 12-foot wide loading entrance on Harrison Street and a 22-foot parking entrance and exit on Harrison Street.

- j. **Wind.** Section 827(f) establishes a target maximum equivalent wind speed of 7 miles per hour (mph) in public sitting areas and 11 mph in areas of substantial pedestrian use, known as comfort criteria. New buildings and additions to buildings may not cause ground-level winds to exceed these levels more than 10 percent of the time. According to the Planning Code, if existing wind speeds exceed the criteria, new buildings and additions must be designed to reduce ambient wind speeds to meet these requirements, unless certain requirements are met for an allowable exception.

According to the wind tunnel tests conducted for the project, the average wind speed for selected test points would increase by about 0.5 m.p.h. to an average of 12 m.p.h. for the cumulative scenario. Wind speeds in these existing pedestrian areas would range from 8 to 20 m.p.h. with the project, compared to 6 to 18 m.p.h. under the existing conditions. With the project, there would be two new exceedances of the pedestrian comfort criteria on publicly accessible pedestrian locations.

Pursuant to Planning Code Section 249.1(b)(3), the Zoning Administrator may allow the building or addition of a proposed project to add to the amount of time the comfort level is exceeded by the least practical amount if:

- It can be shown that a building or addition cannot be shaped and other wind-baffling measures cannot be adopted to meet the foregoing requirements without creating an unattractive and ungainly building form and without unduly restricting the development potential of the building site in question, and
- It is concluded that, because of the limited amount by which the comfort level is exceeded, the limited location in which the comfort level is exceeded, or the limited time during which the comfort level is exceeded, the addition is insubstantial.

The Zoning Administrator granted an application for a wind exception pursuant to Section 249.1(b)(3) on March 02, 2006.

- k. **Below Market Rate Affordability Requirement.** Planning Code Section 415 through 415.9 require the Project Sponsor to comply with the inclusionary housing requirements either by providing up to 12% (or 38 units with a project containing 320 units) on-site, up to 17% (or 54 units with a project containing 320 units) off-site within the area bounded by Market Street, the Embarcadero, King Street, Division Street, and South Van Ness Avenue pursuant to Section 827(b)(5)(B), pay an in-lieu fee pursuant to Planning Code Section 415.7, or a combination thereof. The Project Sponsor has elected to pay an in-lieu fee.
- l. **Streetscape Improvements.** The project would include streetscape improvements along both frontages as required by Planning Code Section 827(g).

- m. **Rincon Hill Infrastructure Impact Fee.** Planning Code Section 418 requires a payment of approximately \$8.60 per square foot for any residential project in the Rincon Hill Plan area. For the proposed 454,341 square foot structure, approximately \$3,907,333 will be charged. Alternatively, The Project Sponsor may wish to opt for (1) an In-Kind Provision of Community Improvements, which requires Planning Commission review and for possible reduction in the Community Improvement Impact Fee as result of an agreement with the City to provide in-kind improvements in the form of streetscaping, sidewalk widening, neighborhood open space, community center, and other improvements that result in new public infrastructure and facilities; or (2) Provision of Community Improvements via a Community Facilities (Mello-Roos) District, where the Commission may waive the Community Improvements Impact Fee, either in whole or in part, if the Project Sponsor has entered into a Waiver Agreement with the City.
 - n. **SOMA Stabilization Fund Fee.** Planning Code Section 418 requires a payment of approximately \$10.95 per square foot for any residential tower in the Rincon Hill area. For the proposed 454,341 square foot structure, approximately \$4,975,034 will be charged.
8. **General Compliance with the Rincon Hill Objectives.** Planning Code Section 309.1(a) lists eight aspects of design review in which a project must comply; the Planning Commission finds that the project is compliant with these eight aspects as follows:
- a. **Overall building mass and scale.** Project is located on a preferred tower site on this block. The project is in conformance with the Rincon Hill Plan, as the Plan calls for the "slender tower" concept and for a tower with a height of 400 feet on the Project site.
 - b. **Architectural treatments, façade design and building materials.** The tower design will feature a curtain wall system that combines aluminum and glass materials, along with a pre-cast punched window wall system. The design will provide a variety of texture, color and finishes on the different facades of the structure, in response to the urban context and to emphasize the height and slenderness of the towers as the structure appears on the San Francisco skyline. At the podium and ground levels the design will introduce stone cladding and wood or metal awnings. The design will create an open, transparent feel intended to provide a pedestrian scale, blend with the existing urban context, and provide an appropriate level of detail at the lower floors for the residential and community serving uses.
 - c. **The design of lower floors, including building setback areas, townhouses, entries and parking and loading access.** The project podium building, upon which the tower rests, is designed to maximize engagement with the pedestrian streetscape, and includes ground floor residential units with private entries along Lansing Street. Parking and loading access on Harrison Street has been limited to a 22-foot wide parking driveway (entrance and exit), and a 12-foot wide loading stall.

- d. **On sloping sites, parking provided above ground pursuant to Planning Code Section 827(7)(a).** Parking is allowed above grade as long as it meets the criteria listed therein. The project meets the following criteria:

For sloping sites with a grade change of at least ten feet laterally along the street, no less than 50-percent of the perimeter of all floors with off-street parking shall be below the level of said sloping street:

The project site has a lateral slope of less than ten feet. With the exception of one independently accessible ADA drop-off space located on the ground level, all parking is located below grade on five basement levels.

- e. **The provision of required open space, both on- and off-site.** The project would provide private open space for the use of project residents. Common on-site open space would include a landscaped terrace. Private open space would include balconies and patios that would be accessed from individual residences. Private open space will be provided for approximately 209 tower dwelling units, or approximately 65% of all units. Approximately 10,540 square feet of publicly accessible open space would be provided in the Lansing Street right-of-way.
- f. **Streetscape and other public improvements, including tree planting, street furniture, and lighting.** The project will include considerable usable public open space in the Lansing Street right-of-way. The project proposes to create a "shared street" along Lansing Street from Essex almost all the way to First Street. This public open space area measures approximately 36 feet wide by 293 feet in length, or approximately 10,540 square feet in area. The concept is to introduce concrete pavers and landscaping across the width and length of this area on Lansing Street, accented by trees and pedestrian-scale lighting.
- g. **Circulation, including streets, alleys and mid-block pedestrian pathways.** As noted above, the plan includes extensive improvements to the public right-of-way as part of the proposal. The project has frontages on Lansing and Harrison Streets. The Lansing Street frontage will provide primary pedestrian access to the building, and the Harrison Street frontage will provide vehicular and loading access. The ground level residential units will be accessible from Lansing Street.
- h. **Other changes necessary to bring the project into conformance with the Rincon Hill Plan or other elements and area plans of the General Plan.** No changes to the Project are necessary to bring the Project into conformance with the Rincon Hill Plan or other elements and area plans of the General Plan.
9. **Parking Exception.** Pursuant to Planning Code Sections 151.1(d) and 309.1(b)(1)(B), greater than one-to-one parking may be provided as long as it meets the criteria set forth therein. The Planning Commission finds that it meets these criteria in the following manner:

- a. All parking in excess of that allowed by right is stored and accessed by mechanical means, valet, or non-independently accessible methods that maximizes space efficiency and discourages use of vehicles for commuting or daily errands;

The parking in excess of that allowed by right would be stored and accessed by means of a valet system or mechanical system, to maximize space efficiency and discourage daily commuting and errands.

- b. Vehicle movement on or around the project site associated with the excess accessory parking does not unduly impact pedestrian spaces or movement, transit service, bicycle movement, or the overall traffic movement in the district;

The proposed Project will include only one curb cut on Harrison Street to accommodate all vehicles using the garage. That driveway would have no significant impact on pedestrian spaces or movement, transit service, bicycle movement, or the overall traffic movement in the district.

- c. Accommodating excess accessory parking does not degrade the overall urban design quality of the project proposal;

Accommodating the excess accessory parking will not degrade the overall urban design quality of the project. Only one curb cut is proposed for parking exit/entrance, and all parking is located underground.

- d. All parking in the project is set back from facades facing streets and alleys and lined with active uses, and that the project sponsor is not requesting any exceptions or variances requiring such treatments elsewhere in the Code; and

All parking, with the exception of one independently accessible ADA drop-off space, will be located below grade on five basement levels.

- e. Excess accessory parking does not diminish the quality and viability of existing or planned streetscape enhancements.

The excess accessory parking will not diminish the proposed Project's planned streetscape enhancements, which include considerable usable public open space in the Lansing Street right-of-way.

10. Exception to allow reduction of required on-site residential open space pursuant to Planning Code Sections 827(e)(2)(A) and 309.1(b)(1)(F).

The project will provide private balconies and patios for approximately 209 units, and approximately 658 square feet of common on-site open space in the form of a common terrace. The remaining approximately 10,539 square feet of open space will be provided off-site. The open space provided by the project on-site represents approximately 65% of the required open space.

11. Exception in the design, location, and size of publicly accessible open space as allowed by Planning Code Sections 827(e) and 309.1(b)(1)(G) and equivalence of proposed publicly accessible open space in size and quantity with required on-site open space.

Most units will be provided on-site open space in the form of private balconies and terraces accessible from individual residential units. The balance of the open space requirement (approximately 10,540 sf) will be provided in the immediate vicinity of the project.

The project will include considerable usable public open space in the Lansing Street right-of-way. The project proposes to create a "shared street" along Lansing Street from Essex almost all the way to First Street. This public open space area measures approximately 36 feet wide by 293 feet in length, or approximately 10,540 square feet in area. The concept is to introduce concrete pavers and landscaping across the width and length of this area on Lansing Street, accented by trees and pedestrian-scale lighting.

The intent of the project's offsite open space program is to assist implementation of the Rincon Hill Plan's policies related to streetscapes, and specifically Policy 5.6: Implement Streetscape Improvements on Guy Place and Lansing Street that prioritize pedestrian use for the entire right-of-way. Policy 5.6 provides as follows:

Traffic volumes are very low on Guy Place and Lansing Street, largely because they form a closed loop. Because of the low traffic volumes, the "shared street" is an appropriate model for Guy Place and Lansing Street. The shared street prioritizes residential and pedestrian functions over regular provision for traffic. Such a facility provides a meandering streetscape which appeals to pedestrians with special landscaping and street furniture. It is intended to provide vehicular and pedestrian access to residences in the immediate vicinity and to serve as a place where residents can enjoy open space.

The physical design of Guy Place and Lansing Street should reinforce the very slow speed of the street at which mingling of people and vehicles is safe, and encourage open space used by residents. The design will signal to drivers that they should expect to encounter people in the street. Existing on-street parking and driveway access should be maintained.

The concept, similar to the Dutch "woonerf," is intended to enhance the residential nature of the right-of-way.

The project sponsor shall provide the Planning Department staff with a proposed construction budget and landscape plan for the level of proposed offsite open space. Should the Planning Department determine that this level of build-out for Lansing Street is sufficient; the Project Sponsor will construct these improvements concurrently with the construction of the Project. Should the Department wish to upgrade or expand the "shared street" improvements using additional Rincon Hill streetscape and open space funds, the project sponsor will contribute 100% of the approved offsite budget for this project into the Rincon Hill fund in exchange for a written release from the requirement to complete the work. It is the intent of the Commission

that the cost of providing the proposed shared street improvements would be the economic equivalent of what would be the net cost of providing the equivalent area of open space inside the Project as private space balconies.

12. **Exception to allow reduction for the dwelling unit exposure requirements per Planning Code Sections 140 and 309.1(b)(1)(D).**

Planning Code Section 140 requires that at least one room at least 120 square feet in area within a dwelling unit must face directly on an open area that is either (1) a public street or alley that is at least 25 feet in width, or a side yard or rear yard that meets the requirements of the Planning Code, or (2) an open area that is unobstructed and is no less than 25 feet in every horizontal dimension for the floor at which the dwelling unit in question is located and the floor immediately above it, with an increase of five feet in every horizontal dimension at each subsequent floor. Section 309.1(b)(1)(D), authorizes exceptions to the normally applicable requirements of Section 140.

A majority of the units comply with Section 140 requirements as they face either onto Lansing or Harrison Street. Approximately 127 units, or 40% of the units, do not comply with the dwelling unit exposure requirement, requiring an exception.

13. **General Plan Conformity.** The Project affirmatively promotes the objectives and policies of the General Plan as follows.

HOUSING ELEMENT
Objectives and Policies

OBJECTIVE 1:

TO PROVIDE NEW HOUSING, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING, IN APPROPRIATE LOCATIONS WHICH MEETS IDENTIFIED HOUSING NEEDS AND TAKES INTO ACCOUNT THE DEMAND FOR AFFORDABLE HOUSING CREATED BY EMPLOYMENT GROWTH.

Encourage housing development, particularly affordable housing, in neighborhood commercial areas without displacing existing jobs, particularly blue-collar jobs or discouraging new employment opportunities.

Policy 1.7:

Encourage and support the construction of quality, new family housing.

OBJECTIVE 5:

INCREASE THE EFFECTIVENESS AND EFFICIENCY OF THE CITY'S AFFORDABLE HOUSING PRODUCTION SYSTEM.

Policy 5.2:

Support efforts of for-profit and non-profit organizations and other community-based groups and expand their capacity to produce and manage permanently affordable housing.

The controls for Rincon Hill maintained the BMR percentage requirement for housing projects and require any off-site housing to be within the area bounded by Market Street, the Embarcadero, King Street, Division Street, and South Van Ness Avenue.

OBJECTIVE 8:
ENSURE EQUAL ACCESS TO HOUSING OPPORTUNITIES.

Policy 8.9:
Encourage the provision of new home ownership opportunities through new construction so that increased owner occupancy does not diminish the supply of rental housing.

OBJECTIVE 11:
IN INCREASING THE SUPPLY OF HOUSING, PURSUE PLACE MAKING AND NEIGHBORHOOD BUILDING PRINCIPLES AND PRACTICES TO MAINTAIN SAN FRANCISCO'S DESIRABLE URBAN FABRIC AND ENHANCE LIVABILITY IN ALL NEIGHBORHOODS.

Policy 11.1:
Use new housing development as a means to enhance neighborhood vitality and diversity.

This housing project incorporates all of the design aspects outlined in the Rincon Hill Plan in helping create a pedestrian friendly and activated residential neighborhood. The proposed project actively contributes to "place-making".

URBAN DESIGN ELEMENT
Objectives and Policies

OBJECTIVE 7:
To achieve an aesthetically pleasing residential community.

OBJECTIVE 9:
To respect the natural topography of the hill.

OBJECTIVE 10:
To preserve views of the bay and the Bay Bridge which are among the most impressive in the region.

The proposed project is at the top of Rincon Hill and one of the most visually prominent locations. The tall tower will be slender in its silhouette providing interest to the City skyline, while at the same time, providing a rich pedestrian environment at its base.

RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 16:

To develop facilities for passive and active recreation serving residents, employees and visitors.

By improving the Lansing Street right-of-way the proposed project is contributing to the development of an active pedestrian network that will encourage active recreation in the form of walking or jogging, which will serve residents, employees and visitors.

OBJECTIVE 21:

To create safe and pleasant pedestrian networks within the Rincon Hill area, to downtown, and the bay.

The improvement of Lansing Street will create a safer, more inviting pedestrian environment.

OBJECTIVE 24:

To provide sufficient off-street parking space for residents.

The project will provide approximately 265 parking spaces, which is adequate given the context of being in close proximity to many forms of City and Regional transit. The parking spaces will all be in the form of valet or mechanical parking, thereby discouraging the use of the automobile for trips that can easily be accommodated by foot or by transit.

RINCON HILL PLAN

Objectives and Policies

Land Use

OBJECTIVE 1:

Encourage development of a unique dynamic, mixed-use residential neighborhood close to downtown which will contribute significantly to the City's housing supply.

OBJECTIVE 1.2:

Maximize housing in Rincon Hill to capitalize on Rincon Hill's central location adjacent to downtown employment and transit service, while still retaining the district's livability.

The proposed project would result in the construction of a 320-unit condominium dwelling in a neighborhood that is transitioning to and currently consists of similarly sized structures, in a location which is extremely close to Downtown.

Residential

Policy 1.1:

Allow housing as a principal permitted use throughout the district.

Policy 1.5:

Require street-facing residential units on the ground-floor on Spear, Main Beale, Fremont, First, Guy and Lansing Streets.

The project provides three residential units at the Lansing Street ground floor.

Policy 1.4:

Require parking to be located primarily underground so that the allowable above-ground building envelope can be used for housing.

With the exception of one ADA-accessible drop-off space located at the ground floor, all other parking is located below-grade at five basement levels.

Housing

OBJECTIVE 2.1:

Provide quality housing in a pleasant environment that has adequate access to light, air, open space and neighborhood amenities, and that is buffered from excessive noise.

OBJECTIVE 2.3:

Encourage new housing production of an adequate size and configuration to serve families.

The proposed project will contain up to 320 units, 40% of which will be two-bedroom units.

Policy 2.1:

Require all new developments of 10 or more units in the Rincon Hill district to meet the city's affordable housing requirement of at least 12 percent on-site or 17 percent off-site, regardless of whether a Conditional Use permit is required.

The project will comply with this requirement.

Urban Design

OBJECTIVE 3.8:

Minimize the visual impacts of residential parking, loading, utilities and services on the neighborhood.

The parking garage will be below grade except for one ADA-accessible drop-off space located on ground level.

Recreation, Open Space, and Community Facilities

OBJECTIVE 4.1:

Create a variety of new open spaces and community facilities for active and passive recreation to meet the needs of a significant new residential population.

The project will contribute to off-site open space on Lansing Street.

Streets and Transportation

OBJECTIVE 5.5:

Manage parking supply and pricing to encourage travel by foot, public transportation and bicycle.

Parking

Policy 5.16:

Require parking for bicycles at a ratio of one space per two units for buildings with 50 units or fewer, and 25 spaces plus one space per four units for buildings with greater than 50 units.

The project meets the policy by providing 93 bicycle parking spaces.

14. **General Plan Findings.** Planning Code Section 101.1 establishes Eight Priority Planning Policies and requires review of permits for consistency with said policies. The Project complies with said policies in that:

- a. No neighborhood serving retail uses are being displaced or otherwise affected by the proposal.

There are no neighborhood serving retail uses on the Project site, and none will be displaced. The proposed Project consists of a high-density residential Project in the Rincon Hill DTR (Downtown Residential) Zoning District. The Rincon Hill DTR District is mixed-use district that encourages new high-density housing and associated neighborhood services. The Project complies with these zoning controls. More residents in this emerging neighborhood will result in an increased demand for these services, increase the number of neighborhood serving retail uses, and enhance the success of those businesses, in furtherance of this Priority Policy.

- b. Existing housing and neighborhood character will not be adversely affected by the proposed project.

The proposed project will not displace any existing housing and will further this policy by creating approximately 320 new housing units consistent with the Rincon Hill Plan objectives. The Project is compatible in its scale and design with the vision for the Rincon Hill neighborhood, and will be an integral component in implementing the Planning Department's Rincon Hill Plan. The Project will have a positive effect on this area by increasing the number of residents in an area with many desirable urban characteristics and services.

- c. The Project would have no adverse impact on the City's existing supply of affordable housing.

The Project will enhance the City's supply of affordable housing by providing for on-site below market rate units, off-site below market rate units or payment of an in lieu fee pursuant to the inclusionary housing requirements of the San Francisco Planning Code.

- d. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking.

The proposed project will not include office space or other uses that generate commuter traffic. The project will also not impede Muni transit service or overburden streets. The project site is located in an area served by several modes of public transit, including Muni, BART, SamTrans, Golden Gate Transit, and AC Transit. The project site is located within walking distance of the Transbay Terminal and Ferry Building, and four blocks from Muni Metro and BART. The proposed project also will not overburden neighborhood parking, streets or neighborhood, as it will provide approximately 265 off-street parking spaces, none of which will be independently accessible.

- e. No industrial or service industry establishment would be displaced by the Project.

The proposed Project consists of the new construction of a high-rise residential building, and is not an office project, and will not displace any industrial or service sector uses. The Project will contribute to a diverse economic base by providing a significant number of new residential units in San Francisco. The shortage of housing in San Francisco has driven up housing costs, making it more and more difficult for people with jobs in San Francisco to live in the City. By making a significant contribution to the City's housing supply, the Project will further help San Francisco increase housing opportunities for resident workers, and thereby maintain a diverse economic base.

- f. Earthquake safety requirements would be considered during review of any building permit applications.

The project will be built to current seismic standards, thereby providing the greatest possible preparedness to protect against injury and loss of life in an earthquake.

- g. The subject building is not a landmark, within an historic district, and is not included on any historic or architectural surveys; they proposal will therefore not effect any historic properties.

The Project site does not include historic resources.

- h. The Project has no impact on open space or parks or their access to sunlight and vistas. The proposed project will have no adverse impact on existing parks, open space, or their access to sunlight or vistas.

The Project will have no impact on this policy, since the project site is not adjacent to any parks, or public or private open space, and will therefore have no affect on access to sunlight or vistas.

15. The Commission hereby finds that approval of the Section 309.1 (RH DTR review) would promote the health, safety and welfare of the City.
16. 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.
17. The Commission hereby finds that approval of the request for extension would promote the health, safety and welfare of the City.

Motion No. 18316
Hearing Date: April 14, 2011

CASE NO 2010.1044X
45 Lansing Street

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 Case No. 2010.1044X subject to the following conditions attached hereto as EXHIBIT A which is incorporated herein by reference as though fully set forth.

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

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. 18316. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of 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.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on April 14, 2011.

Linda D. Avery
Commission Secretary

AYES: Christina R. Olague, Ron Miguel, Michael J. Antonini, Gwyneth Borden, Rodney Fong, Kathrin Moore and Hisashi Sugaya

NAYS: None

ABSENT: None

ADOPTED: April 14, 2011

EXHIBIT A

AUTHORIZATION

This authorization is for a determination of compliance under Planning Code Section 309.1 to allow a modification and re-entitlement of a project approved under Motion No. 17397 within the RH DTR (Rincon Hill Downtown Residential Mixed Use) District with a 65/400-R Height and Bulk District; in general conformance with plans, dated March 08, 2011, and stamped "EXHIBIT B" included in the docket for Case No.2010.1044X and subject to conditions of approval reviewed and approved by the Commission on April 14, 2011, under Motion No 18316. 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 April 14, 2011 under Motion No. 18316.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The determination of compliance under Planning Code Section 309.1 under the 'Exhibit A' of this Planning Commission Motion No. 18316 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 determination of compliance under Planning Code Section 309.1 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.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity and Expiration.** The authorization and right vested by virtue of this action is valid for of 24 months after the approval by the Planning Commission, or the Board of Permit Appeals. Specific procedures regarding the performance requirement follow Planning Code Section 309.1(e). A building permit from the Department of Building Inspection to construct the project and/or commence the approved use must be issued as this approval is only an approval of the proposed project and conveys no independent right to construct the project or to commence the

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

DESIGN

2. **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 architectural addenda. 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.

3. **Streetscape Improvements.** The project sponsor shall make sidewalk improvements pursuant to the proposed Rincon Hill Streetscape Plan, in accordance with Planning Code Section 827(g) and as directed by staff. The project sponsor shall work with staff to ensure the improvements are of good quality, compatible with the neighborhood, and compliant with any applicable requirements of the Public Works Department, the Bureau of Light, Heat and Power of the Public Utilities Commission and the Art Commission. The owners of abutting properties to the improved sidewalk shall hold harmless the City and County of San Francisco, its officers, agents, and employees, from any damage or injury caused by reason of the design, construction or maintenance of the improvements, and shall require the owner or owners or subsequent owner or owners of the respective property to be solely liable for any damage or loss occasioned by any act or neglect in respect to the design, construction or maintenance of the sidewalk improvements.
4. The property shall be kept free of weeds, debris, and blight. The Project Sponsor shall install a fence to prevent vagrant camping, unlawful dumping and to minimize the security threat to the neighborhood. The fence shall be kept free of graffiti and postings.
5. **Street Trees.** Pursuant to Planning Code Section 428 (formerly 143), the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees, at a ratio of one street tree of an approved species for every 20 feet of street frontage along public or private streets bounding the Project, with any remaining fraction of 10 feet or more of frontage requiring an extra tree, shall be provided. The street trees shall be evenly spaced along the street frontage except where proposed driveways or other street obstructions do not permit. The exact location, size and species of tree shall be as

approved by the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.

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

6. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant impacts to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

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

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

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

8. **Car Share.** Pursuant to Planning Code Section 166, at least two (2) 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.

9. **Bicycle Parking.** The Project shall provide no fewer than 93 Class 1 bicycle parking spaces as required by Planning Code Sections 155.1 and 155.5.

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

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

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

AFFORDABLE UNITS

11. **Requirement.** Pursuant to Planning Code Section 415.5, the Project Sponsor must pay an Affordable Housing Fee at a rate equivalent to the applicable percentage of the number of units in an off-site project needed to satisfy the Inclusionary Affordable Housing Program Requirement for the principal project. Affordable unit count is tied to the number of units approved.

12. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 415 et seq. of the Planning Code and the terms of the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the Mayor's Office of Housing ("MOH") at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at:

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

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

13. The Project Sponsor must pay the Fee in full sum to the Development Fee Collection Unit at the DBI for use by MOH prior to the issuance of the first construction document, with an option for the Project Sponsor to defer a portion of the payment prior to issuance of the first certificate of occupancy upon agreeing to pay a deferral surcharge that would be deposited into the Citywide Inclusionary Affordable Housing Fund in accordance with Section 107A.13.3 of the San Francisco Building Code.
14. Prior to the issuance of the first construction permit by the DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that records a copy of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOH or its successor.
15. If project applicant fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Sections 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all other remedies at law.

PROVISIONS

16. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project.
For information about compliance, contact the First Source Hiring Manager at 415-401-4960, www.onestopSF.org
17. **Rincon Hill Community Infrastructure Impact Fee.** Pursuant to Planning Code Section 418.3 (b) (1) (formerly 318), the Project is subject to the Rincon Hill Community Infrastructure Impact Fee, Section 418 of the Planning Code. The project sponsor intends to satisfy the requirements of the Rincon Hill Community Infrastructure Impact Fee through the provision of in-lieu improvement that has been cursorily reviewed by the City. Generally the project sponsor intends to implement street improvements identified in the Rincon Hill Area Plan. The project sponsor and the City are still coordinating on the design, valuation and terms of agreement. The project sponsor will return to the Planning Commission for a fee waiver and approval of an in-kind agreement when the schematic design and an in-kind agreement are finalized.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org
18. **Rincon Hill South of Market Area (SOMA) Community Stabilization Fee.** Pursuant to Planning Code Section 418.3(b)(2) (formerly 318), the Project shall pay the SOMA Community Stabilization Fee to the Development Fee Collection Unit at DBI, execute of a Waiver Agreement

with the Planning Department, or execute an In-Kind Agreement with the Planning Department, prior to issuance of the first construction document.

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

19. Consistent with the process set forth in the Rincon Hill Infrastructure Partnership, the Project Sponsor will diligently and in good faith work with the Planning Department, the Mayor's Office of Economic and Workforce Development, and members of the Rincon Hill community to explore whether the Project can combine its Rincon Hill Infrastructure Impact Fee requirements with potential tax increment finance proceeds from the Rincon Hill Infrastructure Finance District to expand the scope and accelerate the rate of development of the public realm adjacent to and near the Project Site, consistent with the Rincon Hill Streetscape Master Plan.

MONITORING

20. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

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

21. **Monitoring.** The Project requires monitoring of the conditions of approval in this Motion. The Project Sponsor or the subsequent responsible parties for the Project shall pay fees as established under Planning Code Section 351(e) (1) and work with the Planning Department for information about compliance.

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

22. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific Conditions of Approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

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

MITIGATION MEASURES

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



SAN FRANCISCO PLANNING DEPARTMENT

Addendum to Environmental Impact Report

Addendum Date: March 9, 2011
Case No.: 2010.1044E
Project Title: 43-45 Lansing Street
EIR: SCL No. 1984061912, certified May 5, 2005
Zoning: RH-DTR
Block/Lots: 3749/Lot 59
Lot Size: 15,025 square feet
Project Sponsor: 45 Lansing Development LLC
Sponsor Contact: Steve Atkinson (415) 356-4617
Lead Agency: San Francisco Planning Department
Staff Contact: Michael Jacinto -- 415.575.9033
michael.jacinto@sfgov.org

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415.558.6377

PROJECT DESCRIPTION

Background

The current project sponsor, 45 Lansing Development LLC, is proposing to construct the 45 Lansing Project with certain modifications ("modified project" or "proposed modifications") as compared to the currently-approved project. These proposed modifications primarily concern changes to the number of dwelling units within the previously-approved building envelope.

The approval of the 45 Lansing project was undertaken on the basis of the Final EIR for the Rincon Hill Plan (Case No. 2000.1081E, State Clearinghouse No. 1984061912, referred to as the "Rincon Hill EIR" or "Final EIR"). This program EIR analyzed amendments to the Planning Code and Zoning Maps and to the Rincon Hill Plan, an element of the San Francisco General Plan. The Rincon Hill Plan covered the section of the City generally bound by Folsom Street to the north, the Embarcadero to the east, the Bay Bridge and approaches to the south and Essex Street to the west. The Rincon Hill EIR analysis was based on assumed development and activity that was anticipated under the Rincon Hill Plan, including a number of sites specifically identified for highrise residential development. One of the sites specifically identified in the Rincon Hill EIR for development of a residential tower was 45 Lansing Street, which was included in the Rincon Hill Plan's Preferred Option, as revised in the Final EIR and approved by the Planning Commission.

The 45 Lansing Project was specifically identified and analyzed in the Rincon Hill Plan FEIR as a 400 foot residential tower with up to 320 dwelling units. The project was initially approved by the Planning Commission on March 2, 2006 with 265 units and up to 265 parking spaces. Prior to that approval, the Planning Department issued a technical memorandum concluding that the project was adequately analyzed by the Rincon Hill EIR ("2006 Memorandum"). A project-specific transportation impact study prepared in 2005 was referenced in the 2006 Memorandum ("2005 TIS"). Although the 2006 approval was for a 265 unit project, the 2006 Memorandum and the 2005 TIS considered the environmental impacts of a project of up to 305 dwelling units ("2006 Memorandum Project").

Subsequently, the prior project sponsor requested revisions to the 2006 Project. A revised project, containing up to 227 units, and up to 227 parking spaces, was approved by the Commission on March 15, 2007 ("Approved Project"). Prior to this approval, the Department issued another technical memorandum on March 7, 2007 ("2007 Memorandum") confirming that the Rincon Hill EIR adequately addressed the requirements of CEQA for the Approved Project.

The entitlements approved on March 15, 2007 were extended for one year on June 11, 2009 and again on May 27, 2010.

This Addendum summarizes how the proposed modifications to the 45 Lansing project may result in changes to the project-specific environmental effects associated with the previously approved 45 Lansing project. In particular, this Addendum compares the modified project to the version of the project that was described and analyzed in the 2006 Memorandum and the 2005 TIS. (The 2007 Memorandum reviewed changes from the 2006 memorandum project to the currently approved project.) In analyzing the effects of the proposed modifications, the Addendum also takes into consideration, as appropriate, whether there are changes in the circumstances or relevant new information in order to reach a determination whether or not any additional environmental review would be necessary.

Land Use, Plans and Policies

The Rincon Hill Plan ("Plan") and associated Planning Code amendments were adopted in 2005 and the Plan has not been modified since that time. A number of other high-rise residential projects, in addition to 45 Lansing Street, have been approved on the basis of the Plan. These include One Rincon and Two Rincon (aka 425 First Street, Case No. 2003.0029); 399 Fremont Street (Case No. 2006.0358); 340 Fremont Street (Case No. 2004.0552); and 333 Harrison Street (Case No. 2007.1250). Of these, only One Rincon has been constructed to date.

In June 2005, the City approved the Transbay Redevelopment Plan, which covers 50 acres immediately north of the area covered by the Rincon Hill Plan. The Transbay Redevelopment Plan was described in detail as a cumulative project/planning effort in the Rincon Hill EIR. In addition to addressing the replacement of the Transbay Terminal, the Transbay Redevelopment Plan also called for new residential development on parcels along Folsom Street formerly occupied by the Embarcadero Freeway, as well as office space adjacent to the proposed Transit Center.

The Rincon Hill Plan area also adjoins the area that is subject to the draft Transit Center District Plan ("TCDP"), a comprehensive plan for the southern portion of San Francisco's Financial District. The draft TCDP encompasses approximately 145 acres of the southern downtown core roughly bounded by Market Street, The Embarcadero, Folsom Street, and Third Street, and would result in new planning policies and controls for land use, urban form (including changes to building heights and design policies) and other matters. The draft TCDP, released by the Planning Department in November 2009, builds on other plans in the vicinity, including the Transbay Redevelopment Plan and the Rincon Hill Plan. A Draft EIR for the TCDP is scheduled to be released in the spring of 2011.

In addition, the City has proposed a plan for the redevelopment of Treasure Island and Yerba Buena Island ("TI/YBI"). Although TI/YBI is located several miles east of Rincon Hill in the middle of San Francisco Bay, some of the vehicular transportation between Downtown San Francisco and TI/YBI will utilize the streets in and near Rincon Hill to enter/exit from the Bay Bridge for trips to and from

TI/YBI. Transportation data from the TI/YBI EIR has been utilized as part of the determination that the modified project does not result in any significantly different transportation impacts as compared to those discussed in the Rincon Hill EIR, the 2006 Memorandum and the 2005 TIS. (See discussion of transportation, p.16-17 of this Addendum, for more information.)

Project Location

The project site is located in the Rincon Hill area of San Francisco. The approximately 15,025 square-foot (sf) site is a through lot with frontages on Harrison Street to the south and Lansing Street to the north, on a block bounded by Folsom Street to the north, First Street to the east, Harrison Street to the south and Essex Street to the west. Figure 1 illustrates the project site and its vicinity.

Existing Conditions

The project site is currently a vacant lot of 15,025 sf occupied by interim landscaping. At the time the Planning Commission granted approval in 2007, the site was improved with a single-story brick office building, built in the early 1940s. This building was demolished in 2008, by the prior owner, after a site permit was issued for the Approved Project.

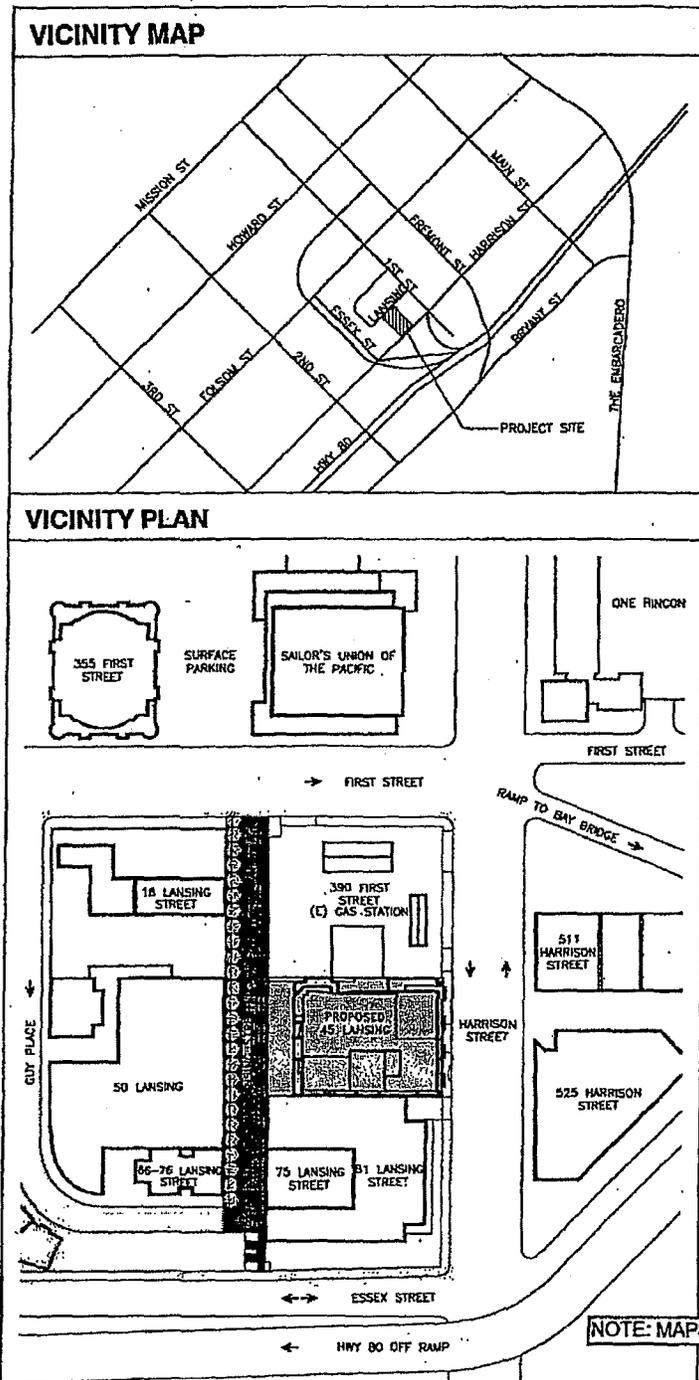
Proposed Modifications to Project

The modified project is essentially the same as the 45 Lansing Street project described in the Rincon Hill FEIR. The project would entail construction of a 39 story, 400 foot-tall building containing up to 320 residential units. Assessor Block 3749 is subdivided by Guy Place and Lansing Street, which demarcates a residential enclave, and by Essex Street, which provides access to a Bay Bridge on-ramp.

The proposed 432,000-square-foot building would have up to five levels of below-grade valet or mechanized parking containing up to 265 spaces, with access only via mechanical lifts (elevators). There would be no independently-accessible parking spaces, but there would be a drop-off area for disabled motorists on the first level of the garage. The project would comply with the Planning Code's Downtown Residential District bicycle parking requirements, which require 25 spaces for the first 50 units, plus one space for each additional four units, for a total of 93 bicycle parking spaces. The proposed project would provide 93 spaces. The building's pedestrian entrance would be located along Lansing Street and the garage entrance and loading dock would be located along Harrison Street.

The building, a tower-on-podium design, would have a reinforced concrete frame constructed on a mat foundation and would require excavation to a depth of approximately 65 feet, and would occupy the entire 15,025 square-foot lot. Along the Lansing Street frontage, the tower would be set back 20 feet at a height of approximately 40 feet and an additional 10 feet (30 feet total) at a height of 60 feet. The Harrison Street frontage would have a five-foot setback at a height of approximately 77 feet. The ground floor of the building would contain the residential lobby, three studio units, each with an individual entrance, accessible from Lansing Street, the vehicular entrance to the parking garage (accessed from Harrison Street), mechanical and electrical space, and a freight loading dock accessed from Harrison Street measuring 12 feet in width, 25 feet in length, and 20 feet high. The building would include a mix of residential units comprised of about 60 percent studios and one-bedroom units, and about 40 percent two-bedroom units, consistent with the Rincon Hill Plan housing policies. Moreover, the project would comply with the City's inclusionary housing requirements.

Figure 1



Case No. 2010.1044E

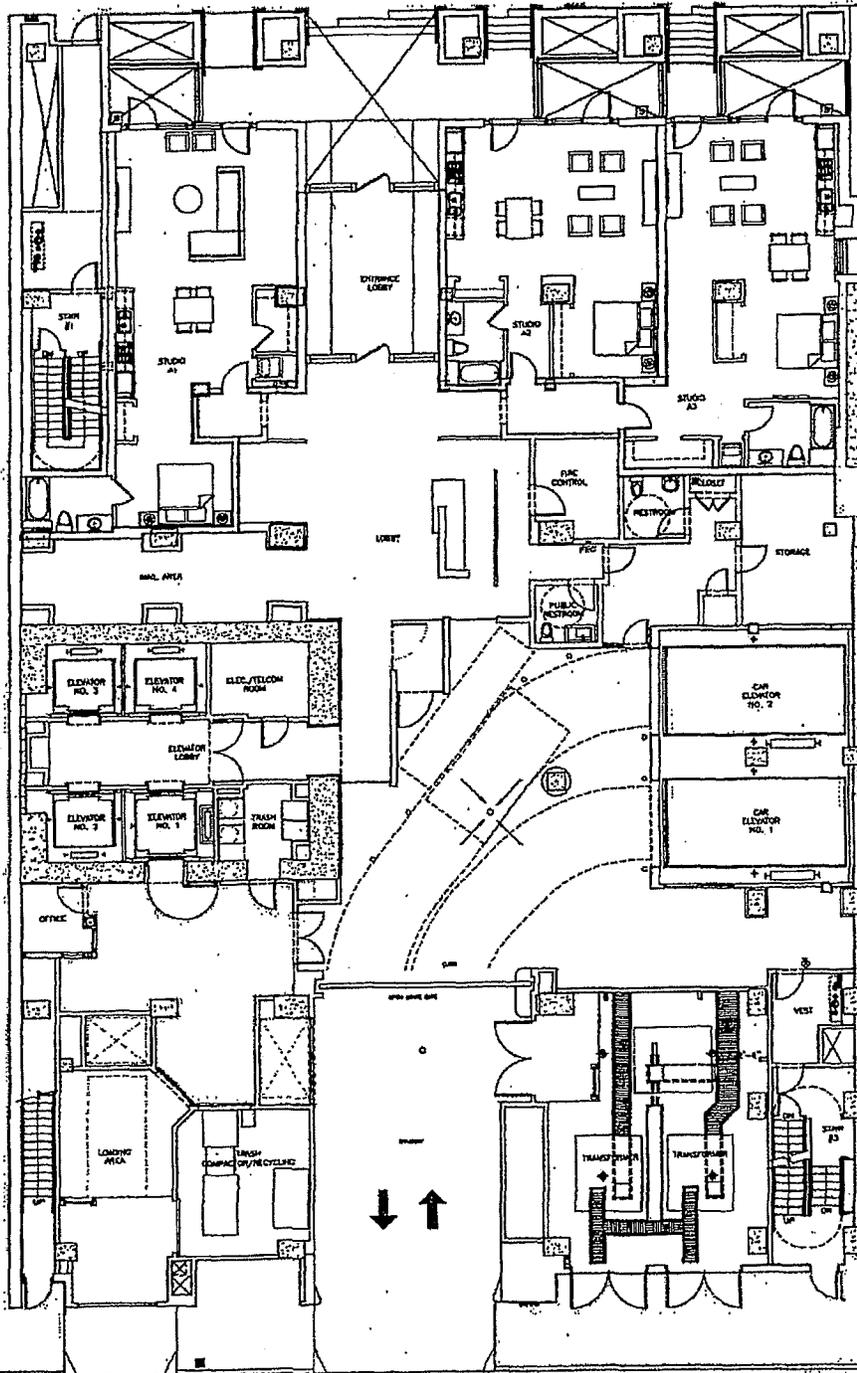
Addendum to Environmental Impact Report

The project site is within the 65/400-R height and bulk district (400-foot height limit, limitations on bulk above 85 feet in height). The modified project would comply with the height limit. The bulk controls would limit the plan dimensions of the building to a maximum of 115 feet (horizontal) and 140 feet (diagonal) and an average floor area for all tower floors (above 85 feet) of 10,000 square feet. With an average tower floor plate area of approximately 9,600 sf or less, the modified project would comply with the bulk controls. The modified project would also continue to comply with the RH-DTR District's tower separation requirement of 115 feet above a height of 85 feet. The modified project would provide 27,079 sf of open space, meeting the Code requirement to provide 75 sf of open space per unit, through a combination of on-site private open space (e.g., balconies) and open space improvements to Lansing Street.

As compared to the project addressed in the 2006 Memorandum, the modified project would have more units (320 vs. 305) and fewer parking spaces (265 vs. 280) and one fewer level. Compared to the approved project, the modified project would have more units (320 vs. 227) and more parking spaces (265 vs. 227) and one fewer residential level. For the modified project there would be essentially no change to the height or other exterior building dimensions as compared to either the 2006 Memorandum Project or the approved project. (The elimination of one level in the modified project would be accommodated by increasing the floor-to-ceiling heights of the remaining levels by a few inches.)

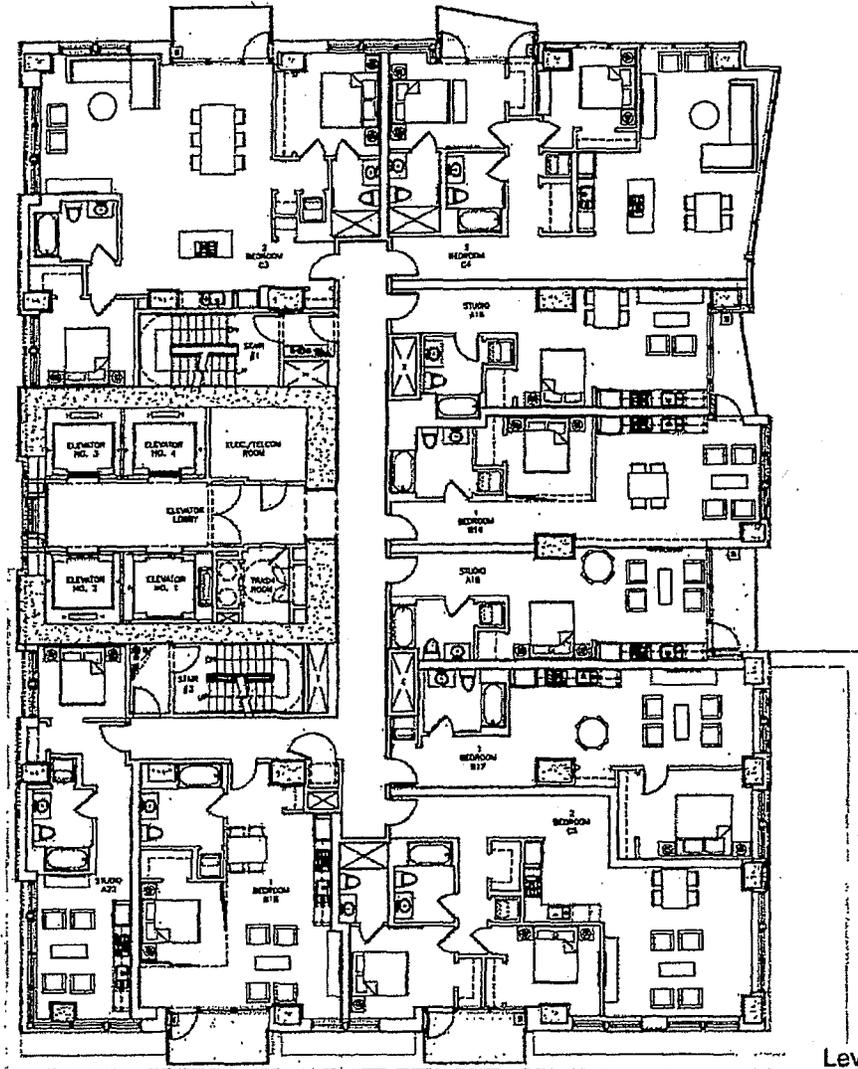
Figures 2 through 7 depict several floor plans and all four elevations of the modified project.

Figure 2



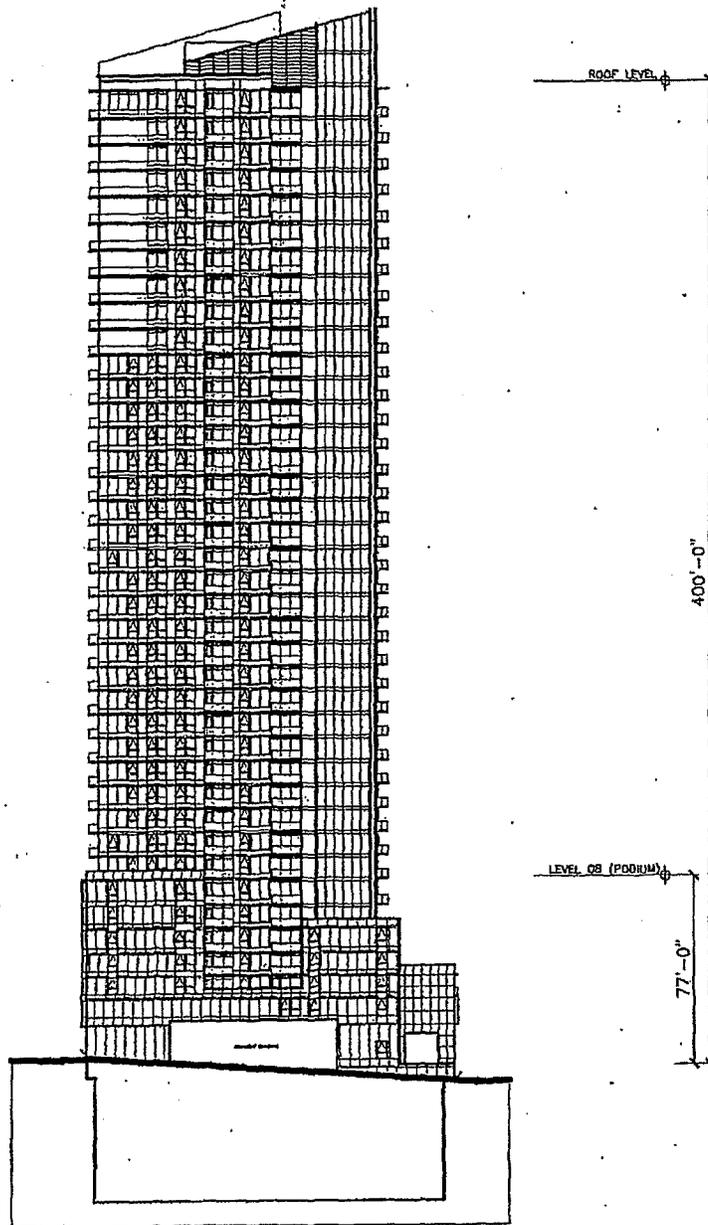
Level 01 Floor Plan

Figure 3



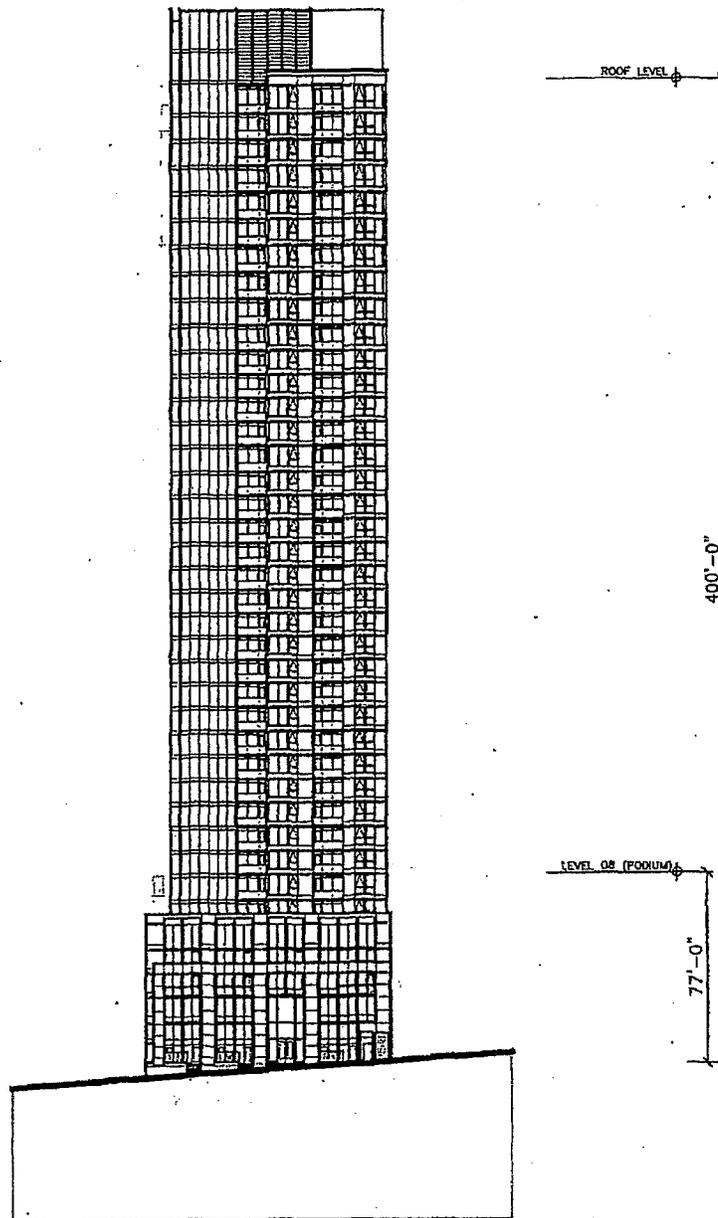
Level 08-25 Floor Plan

Figure 4



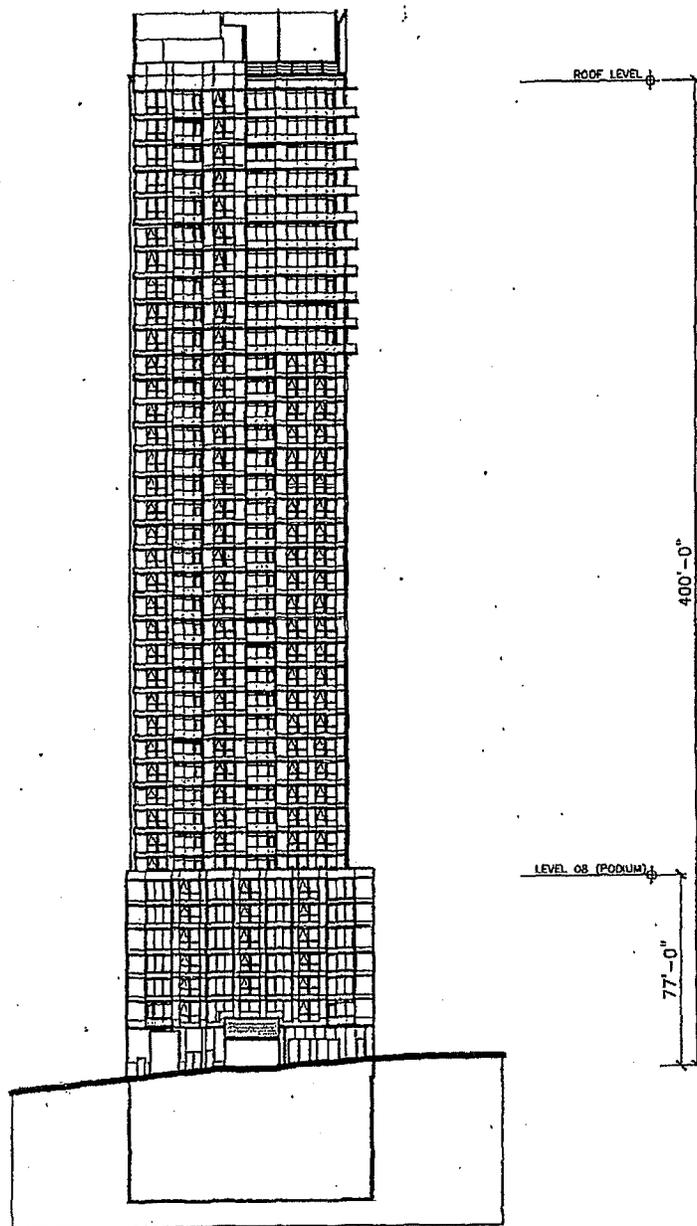
East Elevation at First St.

Figure 5



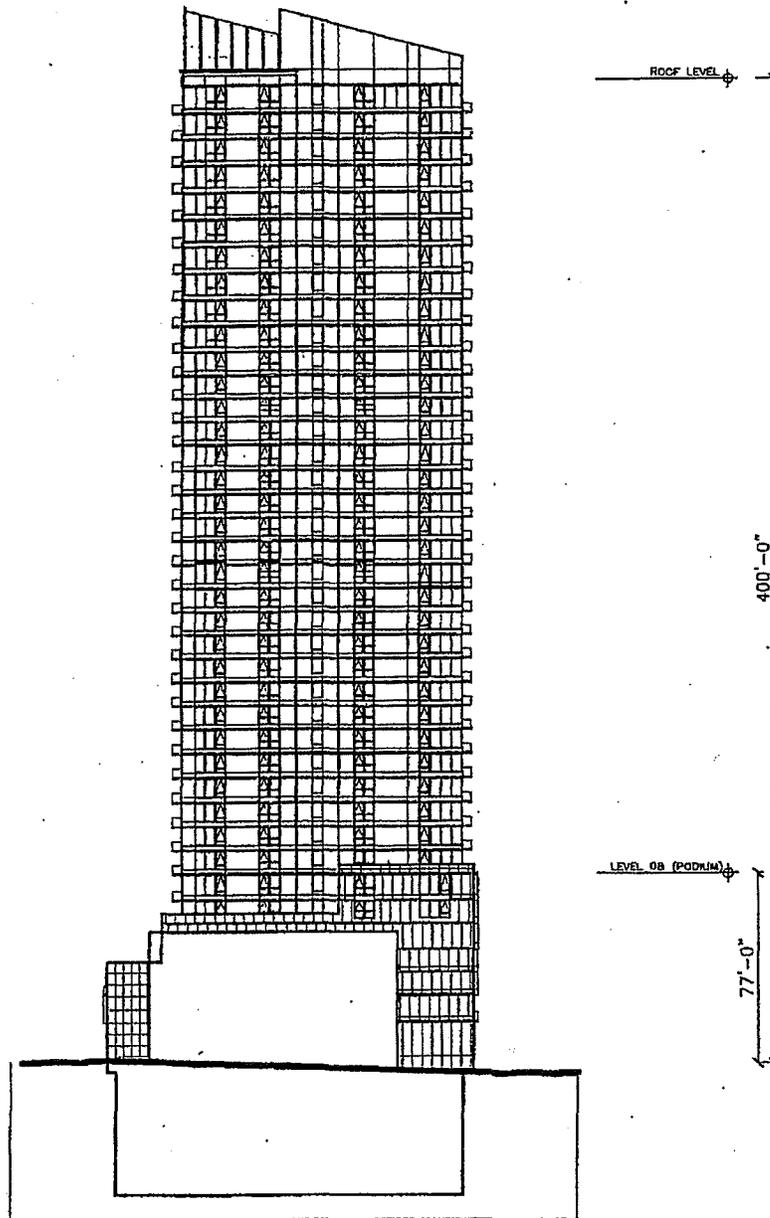
North Elevation at Lansing St.

Figure 6



South Elevation at Harrison St.

Figure 7



West Elevation at Essex St.

ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

San Francisco Administrative Code Section 31.19(c)(1) states that a modified project must be reevaluated and that "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefore shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter."

CEQA Guidelines Section 15164 provides for the use of an addendum to document the basis of a lead agency's decision not to require a Subsequent or Supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a Subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present.

Since certification of the EIR, no changes have occurred in the circumstances under which the original project as currently proposed would be implemented, that would change the severity of the project's physical impacts as explained herein, and no new information has emerged that would materially change the analyses or conclusions set forth in the FEIR.

Further, proposed modifications and design refinements to the proposed project, as demonstrated below, would not result in any new significant environmental impacts, substantial increases in the significance of previously identified effects, or necessitate implementation of additional or considerably different mitigation measures than those identified in the EIR. The effects of the modified project would be substantially the same as those reported for the project in the Rincon Hill Plan FEIR. The following discussion provides the basis for this conclusion.

Aesthetics

The Final EIR did not identify any project-specific or cumulative significant visual quality or aesthetics impacts. The visual analysis attached to the 2006 Memorandum determined that the 45 Lansing Project would not have any additional effects that were not examined in the Rincon Hill EIR. The modified project would not change the height and bulk from that currently approved, which was the same height and massing considered in the 2006 Memorandum. Therefore, the modified project would not result in any new or substantially more adverse impacts on aesthetics, including visual character or views and light and glare effects than were identified in the Final EIR.

Transportation

As noted above, in connection with the 2006 Memorandum, a project specific transportation study was prepared by LCW Consulting. As analyzed in the 2005 TIS, the project included 305 residential units (91 studios, 163 one-bedroom units, and 51 two-bedroom units) and 280 parking spaces ("2005 Project").

The modified project differs from the project analyzed in the 2005 TIS due to refinements in the design of the project, and the Rincon Hill Plan objective that a minimum of 40 percent of units be designed with two or more bedrooms. Overall, the modified project would contain 320 residential units (192 studios/one-bedroom units, and 128 two-bedroom units) and up to 265 parking spaces.

In order to assess how the modified project might affect trip generation and the potential impact of additional trips on nearby intersections, LCW Consulting prepared an updated transportation assessment dated January 26, 2011. ("2011 TIS Update")

Trip Generation

The 2011 TIS Update developed comparisons of the travel demand estimates (including person- and vehicle-trips) and parking demand for the 2005 Project and the modified project. (The 2005 Project, which is the same as the project addressed in the 2006 Memorandum, had 320 dwelling units and up to 280 parking spaces. Thus, it had slightly more units than the 2006 approved project, which has 265 dwelling units and 265 parking spaces.) Overall, the weekday daily and weekday PM peak hour (5-6 PM) trip generation would be similar for both projects. The modified project would generate more person-trips than the 2005 Project on a daily basis – 2,720 person-trips as compared to 2,415 person-trips (13 percent more, or 305 additional person-trips on a daily basis). In addition, the modified project would generate a greater number of person-trips than the 2005 Project during the weekday PM peak hour – 470 person-trips as compared to 418 person-trips (13 percent more, or an additional 52 person-trips during the PM peak hour).

Residential Units Type / Number	2005 Project		Modified Project	
	Daily Trips	PM Peak Hour Person-Trips	Daily Person- Trips	PM Peak Hour Person-Trips
Studios/1-bedroom / 192	1,905	330	1,440	249
Two-bedroom / 128	510	88	1,280	221
Total	2,415	418	2,720	470

Source: 45 Lansing Transportation Study, September 2005, SF Guidelines, LCW Consulting, 2011.

During the weekday PM peak hour, the 2005 Project and the modified project would generate a similar number of auto, transit and walk/other person-trips (as shown in Table 2). The modified project would generate 19 more vehicle-trips (168 vehicle-trips) than the 2005 Project (149 vehicle-trips).

	Person Trips				Vehicle Trips
	Auto	Transit	Walk/Other ¹	Total	
2005 Project	163	83	172	418	149
Modified Project	183	94	193	470	168
Net Difference	20	11	21	52	19

Sources: 45 Lansing Transportation Study, September 2005; SF Guidelines; LCW Consulting, 2011.

Notes:

1. "Other" mode includes bicycles, motorcycles, and taxis.
2. Vehicle trips estimated by dividing auto person trips by an average vehicle occupancy of 1.09 persons per vehicle.

Intersection Operating Conditions

Table 3 summarizes the intersection LOS operating conditions for Existing plus Project and 2020 Cumulative conditions as presented in the 2005 TIS, and presents the intersection LOS operating conditions for an updated 2030 Cumulative conditions from the Treasure Island and Yerba Buena Island ("TI/YBI") Redevelopment Project EIR (July 2010).¹ The TI/YBI analysis did not analyze the intersections of Harrison/Second or Lansing/First.

Intersection	2005 Transportation Study Existing plus Project	2020 Cumulative Rincon Hill Plan	2030 Cumulative TI/YBI
Folsom/Second	D	F	F
Folsom/First	F	F	F
Harrison/Second	E	F	—
Harrison/Essex	F	F	F
Harrison/First	F	F	F
Harrison/Fremont	D	F	C
Lansing/First	A	A	—

Sources: 45 Lansing Transportation Study, September 2005; SF Guidelines; LCW Consulting, 2011.

As shown in Table 4, during the PM peak hour, the modified project would result in an increase of between 3 and 12 vehicles at the study intersections, as compared to the 2005 project.

Intersection	2005 Transportation Study	Modified Project	
	Project Volume Vehicle Trips)	Project Volume (Vehicle Trips)	Increase
Folsom/Second	22	25	3
Folsom/First	68	77	9
Harrison/Second	57	64	7
Harrison/Essex	62	70	8
Harrison/First	94	106	12
Harrison/Fremont	26	29	3
Lansing/First	68	77	9

Sources: 45 Lansing Transportation Study, September 2005; SF Guidelines; LCW Consulting, 2011.

The increase in vehicle trips at the study intersections were examined for the following conditions:

- Existing-plus-Project from the 2005 Transportation Study
- 2020 Cumulative from the Rincon Hill EIR Analysis
- 2030 Cumulative from the Treasure Island/Yerba Buena Island Redevelopment Plan EIR

¹ Traffic operations are characterized using a peak-hour vehicular level of service (LOS) analysis, which provides a standardized means of rating an intersection's operating characteristics on the basis of traffic volumes, intersection capacity, and delays. LOS A represents free-flow conditions, with little or no delay, while LOS F represents congested conditions, with extremely long delays; LOS D (moderately high delays) is considered the lowest acceptable level in San Francisco.

Vehicle trips generated by the project would travel through four intersections that operate at LOS E or LOS F under existing conditions — Folsom/First, Harrison/Second, Harrison/Essex, and Harrison/First. For these four intersections, the project contributions to the traffic movements that determine overall LOS performance at these intersections were examined. Under the 2005 Project:

- The 2005 Project's traffic contributions to the intersections of Harrison/Second, Harrison/Essex, and Harrison/First were determined not to be significant under Existing-plus-Project conditions. At the intersection of Harrison/First, no significant contributions were found because the project volumes and the total volumes for the movement would be very small and would not materially affect LOS performance at this intersection.
- The 2005 Project's contributions to the intersection of Folsom/First was determined to be significant under Existing-plus-Project conditions, and therefore the project was determined to have a significant impact at this intersection under Existing plus Project conditions.

The 2011 TIS Update assessed the Existing plus Project traffic volumes as developed for the 2005 TIS, the 2005 Project Trips, and the modified project trips for the four intersections that were identified as operating at LOS E or LOS F under Existing plus Project conditions in the 2005 TIS. The analysis determined that:

- At the intersections of Harrison/Second and Harrison/Essex, the modified project would not result in substantial changes to contributions, and the modified project would not contribute to the poor LOS operating conditions at these intersections. At the intersection of First/Harrison/I-80 EB, the modified project would add two additional vehicles to the eastbound critical movement that would operate poorly (from 17 vehicles with the 2005 TIS project, to 19 vehicles with the modified project). However, the 2005 TIS acknowledged the project's contribution to this movement, and determined that "no significant contribution was found, as the project volumes and total volumes for the movement would be very small and would not materially affect overall LOS performance at this intersection." The addition of two additional vehicles to this movement would not substantially affect this movement, and therefore the 2005 TIS conclusion of no significant contribution would remain true for the modified project.
- At the intersection of Folsom/First, the modified project would contribute substantially to the critical movement. The 2005 TIS found the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the modified project.

As the discussion above indicates, the modified project would result in the same impacts as the 2005 project.

Contributions to Rincon Hill Plan EIR 2020 Cumulative

The 2011 TIS Update also assessed the 2020 Cumulative traffic volumes as developed for the Rincon Hill Plan EIR, and the 2005 TIS project contributions to the individual movements, as well as the updated modified project contributions.

- At the intersections of Folsom/Second, Harrison/Second, Harrison/Essex/ and Harrison/Fremont, the modified project would not result in substantial changes to contributions, and the modified project would not contribute in a considerable manner to the poor LOS operating conditions at these intersections. The 2005 TIS found the project contributions at these four study intersections less than significant, and this conclusion would not change with the modified project.
- At the intersection of Harrison/First, the modified project would add two additional vehicles to the eastbound critical movement that would operate poorly (from 17 vehicles with the 2005 TIS project, to 19 vehicles with the modified project). However, the 2005 TIS acknowledged the project's contribution to this movement, and determined that "no significant contribution was found as the project volumes and total volumes for the movement would be very small and would not materially affect overall LOS performance at this intersection." The addition of two vehicles to this movement under the modified project would also not substantially affect this movement, and therefore, the impact would be the same as identified in the 2005 TIS.
- At the intersection of Folsom/First, the modified project would contribute considerably to the critical movement. The 2005 TIS found that the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the modified project.

Contributions to Treasure Island/Yerba Buena Island EIR 2030 Cumulative

Finally, 2011 TIS Update assessed the 2030 Cumulative traffic volumes as developed for the Treasure Island and Yerba Buena Island ("TI/YBI") Redevelopment Project EIR (July 2010), and the updated modified project contributions to the turning movements. The 2030 Cumulative traffic analysis from the TI/YBI Redevelopment Project EIR reflects the most current projections of conditions in downtown San Francisco, and the modified project contributions at the study intersections were assessed to determine if the updated conditions would result in new impacts. The TI/YBI traffic analysis included five of the six study intersections analyzed for the 45 Lansing Street project. The 2011 TIS Update concluded that:

- The intersection of Harrison/Second was not included in the TI/YBI traffic analysis, and therefore the interaction of the modified project with 2030 cumulative was not analyzed.
- Under the TI/YBI analysis, the intersection of Harrison/Fremont was determined to operate at LOS D under 2030 Cumulative conditions. Therefore, this intersection would not have cumulative impacts.
- At the intersections of Folsom/Second and Harrison/Essex, the modified project would not make considerable contributions to the critical movements, and the modified project would not contribute to the poor LOS operating conditions at these intersections.
- At the intersection of Folsom/First, the modified project would contribute considerably to the eastbound right critical movement. The 2005 TIS also found the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the modified project.

- At the intersection of Harrison/First, the TI/YBI analysis did not identify the eastbound movement as a critical movement. Therefore, the modified project would not contribute to the critical movements identified for this intersection in the TI/YBI analysis.

Table 5 summarizes the impact/contribution determination for the 2005 project and the 2010 project.

Study Intersection	2005 Transportation Study		2010 Project		
	Existing plus Project	2020 Cumulative ⁴	Existing plus Project	2020 Cumulative ⁴	2030 Cumulative ⁵
Folsom/Second	—	NSC	—	NSC	NSC
Folsom/First	SC	SC	SC	SC	SC
Harrison/Second	NSC	NSC	NSC	NSC	NA ⁶
Harrison/Essex	NSC	NSC	NSC	NSC	NSC
Harrison/First	NSC	NSC	NSC	NSC	NSC
Harrison/Fremont	—	NSC	—	NSC	—
Lansing/First	—	—	—	—	—

Notes:

- NSC – No Significant Contribution. Project would not contribute significantly to intersections operating at LOS E or LOS F under existing or future cumulative conditions. No impacts.
- SC/PI – Significant Contribution/Project Impact. Project would contribute significantly to intersections that would be operating at LOS E or LOS F under existing conditions or future cumulative conditions, resulting in a Project Impact.
- “—” indicates that the intersection operates at acceptable levels of service of LOS D or better for existing and/or future cumulative conditions.
- 2020 Cumulative consistent with Rincon Hill EIR analysis. 45 Lansing Transportation Study, September 2005.
- 2030 Cumulative consistent with Treasure Island / Yerba Buena Island Development Plan EIR. Treasure Island and Yerba Buena Island Redevelopment Plan Transportation Impact Study, Appendix, July 2010.
- The intersection of Harrison/Second was not included as an analysis intersection in the TI/YBI transportation analysis, and therefore indicated in the table as NA – Not Applicable.

Overall, due to the small increases in vehicles at the analysis intersections, it is not anticipated that the 19 additional vehicle-trips generated by the modified project during the PM peak hour would change the impact assessment findings associated with and adopted for the approved project for either Existing-plus-Project or Project-plus-Cumulative conditions. The modified project revisions would not result in more severe traffic impacts than those that were assessed in the Rincon Hill Plan EIR, as the magnitude of the modified project's contributions to local and areawide traffic impacts would be similar in magnitude to those assessed in the Rincon Hill EIR.

Transit

The Final EIR concluded that the Rincon Hill Plan would generate increases in transit usage that were less than significant. As noted in the 2006 Memorandum, the 45 Lansing project would generate only small percentages of the transit trips that were attributed to the Plan. The modified project would generate approximately a 13 percent increase in the total daily trips as compared to the 2005 Project, with a proportionate increase in the project's transit trips. Based on the 2011 TIS Update for the PM peak hour, the project modifications would increase transit trips by 11 (from 83 trips to 94). This small increase in

daily and peak period transit trips would not change the conclusion that the modified project's transit trips would be a small percentage of the less than significant increases in transit trips attributed to the Rincon Hill Plan. Moreover, the modified project would not conflict with any adopted policies or programs or facilities or decrease the performance and safety of such facilities.

Pedestrians

The modified project's pedestrian trips would increase by a small percentage as compared to the 2005 Project. According to the 2011 TIS Update, the modified project would increase "walk/other" trips from 172 to 193 for the PM peak hour. Moreover, similar to the 2005 Project, the modified project would continue to generate only a small percentage of the less-than-significant increase in pedestrian trips that would result from the Rincon Hill Plan. Similar to the approved project and the 2005 Project, the modified project would not conflict with any adopted policies or programs or pedestrian facilities or decrease the performance and safety of such facilities.

Bicycle

The modified project's bicycle trips would also increase by a small percentage compared to the 305 unit version of the 45 Lansing project discussed in the 2006 Memorandum. The modified project would result in a 13 percent increase in daily bicycle trips and for the PM peak hour the increase in bicycle trips would be included in the "walk/other" component which would increase by 21 pedestrian and bicycle trips (from 172 to 193 trips). Therefore, the modified project would continue to generate only a small percentage of the less than significant increase in bicycle trips that would result from the Rincon Hill Plan. For a project in this zoning district, the Planning Code requires one bicycle parking space for every 4 dwelling units over 50 units, plus 25 bicycle parking spaces. Under this provision, the modified project's 320 units would require 93 bicycle spaces, and the modified project would provide at least the 93 bicycle parking spaces required by the Planning Code. Similar to the approved project and the 2005 Project, the modified project would not conflict with any adopted policies or programs or facilities or decrease the performance and safety of such facilities.

Parking

The Final EIR identified parking impacts as a less than significant impact of the Rincon Hill Plan, and the 2006 Memorandum also concluded that parking impacts were less than significant for the project.

The modified project would have a greater parking demand than the 2005 TIS Project – 403 spaces compared to 356 spaces (See Table 6). The modified project would have a parking shortfall of 138 spaces, compared to the estimated demand, as compared to a parking shortfall of 76 spaces for the 2005 TIS project.

Land Use	Demand	Supply	Surplus/Shortfall
2005 Project	356	280	-76
Modified Project	403	265	-138

Sources: 45 Lansing Transportation Study, September 2005; SF Guidelines; LCW Consulting, 2011.

The Rincon Hill Plan and applicable Code provisions limit as-of-right off street parking spaces for dwelling units to one space for each two units, and also permit exceptions to be granted to allow up to

one-to-one parking as long as the additional spaces meet specified criteria. Previous versions of the project have received exceptions allowing them to provide one space per unit. The modified project would provide no more than 265 off-street spaces for 320 units, a ratio of about .83 spaces per unit, which is 55 spaces less than one space per unit, but the modified project would still require approval of an exception because the parking would exceed one space for every two units.

Consistent with the findings reported in the Final EIR and presented here for informational purposes, implementation of the modified project would increase parking occupancy (e.g., decrease supply) in the area. San Francisco does not consider parking supply as part of the permanent physical environment. Parking conditions are not static, as parking supply and demand varies from day to day, from day to night, from month to month, etc. Hence, the availability of parking spaces (or lack thereof) is not a permanent physical condition, but changes over time as people change their modes and patterns of travel.

Parking deficits are considered to be social effects, rather than impacts on the physical environment as defined by CEQA. Under CEQA, a project's social impacts need not be treated as significant impacts on the environment. Environmental documents should, however, address the secondary physical impacts that could be triggered by a social impact (CEQA Guidelines § 15131(a)). The social inconvenience of parking deficits, such as having to hunt for scarce parking spaces, is not an environmental impact, but there may be secondary physical environmental impacts, such as increased traffic congestion at intersections, air quality impacts, safety impacts, or noise impacts caused by congestion. In the experience of San Francisco transportation planners, however, the absence of a ready supply of parking spaces, combined with available alternatives to auto travel (e.g., transit service, taxis, bicycles or travel by foot) and a relatively dense pattern of urban development, induces many drivers to seek and find alternative parking facilities, shift to other modes of travel, or change their overall travel habits. Any such resulting shifts to transit service in particular, would be in keeping with the City's "Transit First" policy. The City's Transit First Policy, established in the City's Charter Section 8A.115 provides that "parking policies for areas well served by public transit shall be designed to encourage travel by public transportation and alternative transportation."

The transportation analysis accounts for potential secondary effects, such as cars circling and looking for a parking space in areas of limited parking supply, by assuming that all drivers would attempt to find parking at or near the project site and then seek parking farther away if convenient parking is unavailable. Moreover, the secondary effects of drivers searching for parking is typically offset by a reduction in vehicle trips due to others who are aware of constrained parking conditions in a given area. Hence, any secondary environmental impacts which may result from a shortfall in parking in the vicinity of the modified project would be minor, and the traffic assignments used in the transportation analysis, as well as in the associated air quality, noise and pedestrian safety analyses, reasonably addresses potential secondary effects.

Loading

The Planning Code does not require a minimum amount of loading spaces to be provided in this district. The Code would allow up to one loading space plus one additional loading space for every two hundred units after the initial 100 units. Under this provision, for 320 units, the modified project would be permitted to provide two loading spaces. One loading space is proposed.

As with the project discussed in the 2005 TIS, the modified project would continue to generate a demand for one loading space during both the average and peak hours of loading. The small increase in units with the modified project (320 vs 305) would not substantially affect loading demand. The loading demand would continue to be accommodated by an on-site loading area, accessible from Harrison Street.

Emergency Vehicle Access

Assessment of emergency vehicle access was not included in the 2005 TIS or the Rincon Hill EIR. For both the 2005 Project and the modified project, emergency vehicle access to the project site would remain unchanged from existing conditions. Emergency service providers would continue to be able to pull up to the project site from Harrison Street or from Lansing Street. With both the 2005 Project and the modified project, the project driveways would be on Harrison Street, and the project would not result in a substantial increase in vehicle trips on Lansing Street that would impede emergency access to the project site or to other buildings fronting Lansing Street. Therefore, impacts on emergency access would be less than significant.

Wind and Shadows

The Final EIR concluded that the Rincon Hill Plan would have no significant wind effects. A project-specific wind tunnel study was prepared in conjunction with the 2006 Memorandum and it was concluded that the 45 Lansing project would not have any more substantial effects than were examined in the Final EIR. The modified project retains the same form, location and orientation of tower and massing that was evaluated in the project-specific wind study and that was approved by the Planning Commission in 2006 and 2007. Thus, the proposed modifications to the 45 Lansing project would not have any additional effects than were discussed in the Final EIR, and the modified project would not alter wind in a manner that substantially affects public areas.

Planning Code Section 295 generally prohibits new buildings that would cast new shadows on open space that is under the jurisdiction of the San Francisco Recreation and Park Commission from one hour after sunrise to one hour before sunset. The Final EIR for the Rincon Hill Plan found the Plan's shadow impacts to be less than significant. The Final EIR noted that the Plan area towers would cast new shadow on a proposed new public open space at Fremont and Harrison Street. Project-specific shadow diagrams, included in the 2006 Memorandum, demonstrated that the Final EIR adequately addressed the shadow impacts of the 45 Lansing project. The proposed modifications to the 45 Lansing project do not change the orientation, height, massing or location of the 45 Lansing project. Therefore, the proposed modifications of the 45 Lansing project would not have any additional or different effects that were not examined in the Final EIR and there is no new or additional information that would alter the conclusions of the Final EIR. The modified project would not create new shadows in a manner that would substantially affect outdoor recreation facilities or other public areas.

Other Issues

The 2006 Memorandum concluded that the Final EIR adequately addressed the hazardous material related impacts of the 45 Lansing project. Specifically, the 2006 Memorandum discussed the potential that various materials in the building located on the project site could pose health threats during construction. The building on site was demolished in 2008. Any potential impacts related to potentially contaminated soil on the project site would be addressed by mitigation measures identified in the Final EIR and adopted as part of the approved project (See p. 21-23 of this Addendum). The proposed modification would not significantly change the project's air quality impacts with respect to either

construction or operational effects. Effective 2010, the State revised Appendix G of the CEQA Environmental Checklist to include two criteria that relate to Greenhouse Gas Emissions. These criteria require that a project's impacts on Greenhouse Gas Emissions be evaluated in the context of whether the modified project would generate greenhouse gas emissions that may have a significant impact on the environment, and whether the project would conflict with any applicable plan, policy or regulation adopted for the purpose of reducing greenhouse gases. The modified project would comply with various San Francisco regulations that are part of San Francisco's GHG reduction plan which is considered a "qualified greenhouse gas reduction strategy" and thus the modified project would not contribute significantly to global climate change.

The 2006 Memorandum concluded that the Final EIR adequately addressed the archeological impacts of the 45 Lansing project, and the proposed modifications would not change that conclusion. The project sponsor would implement project archeological mitigation measures, which implements the program archeological mitigation in the Final EIR. The 2006 Memorandum stated that the existing building on the project site was not a historical resource and that its demolition would not be a significant adverse impact. In any event, that building was demolished in 2008 by the prior owners, so demolition would not be an effect of the project modifications. The proposed project modifications have not significantly altered the scope of the project excavation and therefore the modified project would not have any additional geologic or soil impacts that were not addressed in the Final EIR.

FEIR Mitigation Measures

Implementation of Program EIR Mitigation Measures

The following mitigation measures have been agreed to by the project sponsor to avoid potentially significant effects of the proposed modified project, and would implement the mitigation measures identified in the program EIR.

Project Mitigation Measure 1 – Construction Air Quality

To reduce particulate emissions, the project sponsor shall require the contractor(s) to spray the project site with water during demolition, excavation and construction activities; sprinkle unpaved exterior construction areas with water at least twice per day, or as necessary; cover stockpiles of soil, sand, and other material; cover trucks hauling debris, soil, sand, or other such materials; and sweep surrounding streets during demolition, excavation, and construction at least once per day. Ordinance 175-91, passed by the Board of Supervisors on May 6, 1991, requires that non-potable water be used for dust control activities. Therefore, the project sponsor would require that the contractor(s) obtain reclaimed water from the Clean Water Program for this purpose.

The project sponsor shall require the project contractor(s) to maintain and operate construction equipment so as to minimize exhaust emissions of particulates and other pollutants, by such means as prohibiting idling motors when equipment is not in use or when trucks are waiting in queues, and implementing specific maintenance programs to reduce emissions for equipment that would be in frequent use for much of the construction period.

Project Mitigation Measure 2— Disturbance of Lead-Contaminated Soil Step

Step 1: Determination of Presence of Lead-Contaminated Soils

Prior to approval of a building permit for the project, the project sponsor shall hire a consultant to collect soil samples (borings) from areas on the site in which soil would be disturbed and test the soil samples for total lead. The consultant shall analyze the soil borings as discrete, not composite samples.

The consultant shall prepare a report on the soil testing for lead that includes the results of the soil testing and a map that shows the locations of stockpiled soils from which the consultant collected the soil samples.

The project sponsor shall submit the report on the soil testing for lead and pay a fee that shall cover five hours of soil testing report review and administrative handling. If additional review is necessary, the Department of Public Health (DPH) shall bill the project sponsor for each additional hour of review over the first five hours. These fees shall be charged pursuant to Section 31.47(c) of the San Francisco Administrative Code. DPH shall review the soil testing report to determine whether the soils on the project site are contaminated with lead at or above potentially hazardous levels.

If DPH determines that the soils on the project site are not contaminated with lead at or above a potentially hazardous level (i.e., below 50 ppm total lead), no further mitigation measures with regard to lead-contaminated soils on the site would be necessary.

Step 2: Preparation of Site Mitigation Plan

If, based on the results of the soil tests conducted, DPH determines that the soils on the project site are contaminated with lead at or above potentially hazardous levels, DPH shall determine whether preparation of a Site Mitigation Plan (SMP) is warranted. If such a plan is requested by DPH, the SMP shall include a discussion of the level of lead contamination of soils on the project site and mitigation measures for managing contaminated soils on the site, including, but not limited to: 1) the alternatives for managing contaminated soils on the site (e.g., encapsulation, partial or complete removal, treatment, recycling for reuse, or a combination); 2) the preferred alternative for managing contaminated soils on the site and a brief justification; and 3) the specific practices to be used to handle, haul, and dispose of contaminated site soils. The SMP shall be submitted to DPH for review and approval. A copy of the SMP shall be submitted to the Planning Department to become part of the case file.

Step 3: Handling, Hauling, and Disposal of Lead-Contaminated Soils

(a) *Specific work practices:* If, based on the results of the soil tests conducted, DPH determines that the soils on the project site are contaminated with lead at or above potentially hazardous levels, the construction contractor shall be alert for the presence of such soils during excavation and other construction activities on the site (detected through soil odor, color, and texture and results of on-site soil testing), and shall be prepared to handle, profile (i.e., characterize), and dispose of such soils appropriately, as dictated by local, state, and federal regulations, including OSHA lead-safe work practices, when such soils are encountered on the site.

- (b) *Dust suppression:* Soils exposed during excavation for site preparation and project construction activities shall be kept moist throughout the time they are exposed, both during and after work hours.
- (c) *Surface water runoff control:* Where soils are stockpiled, visqueen or comparable plastic sheeting shall be used to create an impermeable liner, both beneath and on top of the soils, with a berm to contain any potential surface water runoff from the soil stockpiles.
- (d) *Soil replacement:* If necessary, clean fill or other suitable material(s) shall be used to bring portions of the project site, where lead-contaminated soils have been excavated and removed, up to construction grade.
- (e) *Handling and disposal:* Contaminated soils shall be hauled off the project site by waste hauling trucks appropriately certified with the State of California and adequately covered to prevent dispersion of the soils during transit, and shall be disposed of at a permitted hazardous waste disposal facility registered with the State of California.

Step 4: Preparation of Closure/Certification Report

After excavation and foundation construction activities are completed, the project sponsor shall prepare and submit a closure/certification report to DPH for review and approval. The closure/certification report shall include the mitigation measures in the SMP for handling and removing lead-contaminated soils from the project site, whether the construction contractor modified any of these mitigation measures, and how and why the construction contractor modified those mitigation measures.

Project Mitigation Measure 3 — Archaeological Resources

Based on a reasonable presumption that archaeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried historical resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in urban historical archaeology. The archaeological consultant shall undertake an archaeological testing program as specified herein. In addition, the consultant shall be available to conduct an archaeological monitoring and/or data recovery program if required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure and with the archaeological testing recommendations of the project archaeological resources study (Archaeological Resources Study for 45 Lansing Street, City and County of San Francisco, Archeo-Tec, Inc., October 2005) at the direction of the Environmental Review Officer (ERO). The project archaeological resources study is an addendum to the *Tar Flat, Rincon Hill and the Shore of Mission Bay: Archaeological Research Design and Treatment Plan for SF-480 Terminal Separation Rebuild* (Anthropological Studies Center, 1995). In any instance of inconsistency between the requirements of the Archaeological Research Design and Treatment Plan or the project archaeological resources study and of this archaeological mitigation measure, the requirement of the latter shall prevail. 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. Archaeological 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 potential effects on a significant archaeological resource to a less-than significant level as defined in CEQA Guidelines Section 15064.5 (a)(c).

Archaeological Testing Program. The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). The project ATP shall be consistent with the testing recommendations of the project archaeological resources study (Archeo-Tec, October 2005) that recommends the use of test trenches in eight locations on the project site to identify extant cultural resources pertaining to prehistoric Native American cultures, the Gold Rush era, and later 19th century domestic lifestyles. The archaeological resources study specifies that the trenches shall be used to test for subsurface cultural remains until culturally sterile subsoil is reached, or until the excavator cannot safely dig any deeper [such as if bedrock is encountered]. 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.

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. 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:

- A) The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or
- 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.

Archaeological Monitoring Program. If the ERO, in consultation with the archeological consultant, determines that an archeological monitoring program shall be implemented the archeological monitoring program shall be consistent with the recommendations of the Archaeological Resources Study for 45 Lansing Street, San Francisco (October 2005) and shall include, at a minimum, the following provisions:

- The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the Archaeological Monitoring Program (AMP) within a reasonable time 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, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archaeological 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 site 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 artifactual/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/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. 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.

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.

Archeological Data Recovery Program. The archeological data recovery program shall be consistent with the Archaeological Data Recovery Plan (ADRP) as described in the Archaeological Resource Study for 45 Lansing Street. 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.

The scope of the ADRP shall include the following elements:

- *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations.

- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.

- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* 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.

Human Remains and Associated or Unassociated Funerary Objects. 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 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) (Pub. Res. Code Sec. 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines, Sec. 15064.5(d)). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.

Final Archeological Resources Report. 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.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Major Environmental Analysis division of the Planning Department shall receive three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest 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.

Project Mitigation Measure 4 — Dewatering

If dewatering is necessary, the project sponsor shall follow the recommendations of the site assessment/ remediation consultant, in consultation with the Bureau of Environmental Regulation (BERM) of the San Francisco Public Utilities Commission, regarding treatment, if any, of pumped groundwater prior to discharge to the combined sewer system. Any groundwater encountered during construction of the proposed project would be subject to requirements of the City's Industrial Waste Ordinance (Ordinance Number 199 77), requiring that groundwater meet specified water quality standards before it may be discharged into the sewer system. The BERM must be notified of projects necessitating dewatering. That office may require water analysis before discharge.

If dewatering is necessary, groundwater pumped from the development site shall be retained in a holding tank to allow suspended particles to settle, if this is determined necessary by the BERM to reduce the amount of sediment entering the combined sewer system. The project sponsor shall require the general contractor to install and maintain sediment traps if determined necessary by the BERM.

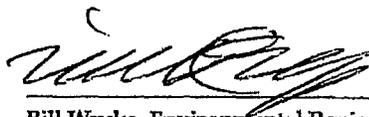
CONCLUSION

Based on the foregoing, the Department concludes that the analyses conducted and the conclusions reached in the FEIR certified on May 5, 2005 remain valid, and that no supplemental environmental review is required for the proposed project modifications. The modified project would not cause new significant impacts not identified in the FEIR, or result in a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the original project that would cause significant environmental impacts to which the modified project would contribute considerably, and no new information has been put forward which shows that the modified project would cause significant environmental impacts. Therefore, no supplemental environmental review is required beyond this addendum.

I do hereby certify that the above determination has been made pursuant to State and Local requirements.

DATE

March 9, 2011



Bill Wycko, Environmental Review Officer
for John Rahaim, Director of Planning

APPENDIX A

2011 Transportation Update

Memo

To: Viktoriya Wise and Michael Jacinto, San Francisco Planning Department
From: Luba C. Wyznyckyj
Date: January 26, 2011
Re: 45 Lansing Street Transportation Assessment – Project Update

This memorandum presents an assessment of the latest land use program for the 45 Lansing Street project (herein referred to as the 2010 Project), as compared with the project analyzed in the *45 Lansing Street Transportation Study*, Final Report, September 2005 (herein referred to as the TS Project). The memorandum also determines that the project changes would not affect the conclusions contained within the February 6, 2006 Planning Department Memorandum which summarizes the project-specific environmental effects of the 45 Lansing Street Project analyzed in the 2005 Transportation Study. The 2006 Planning Department Memorandum determined that the 45 Lansing Street Project was contained within the development program assessed within the Rincon Hill Plan EIR.

Project Description

As analyzed in the 2005 Transportation Study, the TS Project included 305 residential units (91 studios, 163 one-bedroom units, and 51 two-bedroom units) and 280 parking spaces.

The 2010 Project is somewhat different from the project analyzed in the Transportation Study due to refinements in the design of the project, and the Rincon Hill Plan objective that a minimum of 40 percent of units be designed with two or more bedrooms. Overall, the 2010 Project would contain 320 residential units (192 studios/one-bedroom units, and 128 two-bedroom units) and 265 parking spaces.

Trip Generation

For each land use program, the following sections present comparisons of the travel demand estimates (including person- and vehicle-trips) and parking demand. The trip generation and parking demand calculations are attached to this memorandum. Overall, the weekday daily and weekday PM peak hour trip generation would be similar for both projects (see Table 1). The 2010 Project would generate more person-trips than the TS Project on a daily basis – 2,720 person-trips as compared to 2,415 person-trips (13 percent more, or 305 additional person-trips on a daily basis). In addition, the 2010 Project would generate a greater number of person-trips than the Proposed Project during the weekday PM peak hour – 470 person-trips as compared to 418 person-trips (13 percent more, or an additional 52 person-trips during the PM peak hour).

Residential Units	TS Project		2010 Project	
	Daily Person-Trips	PM Peak Hour Person-Trips	Daily Person-Trips	PM Peak Hour Person-Trips
Studios/1-bedroom	1,905	330	1,440	249
Two-bedroom	510	88	1,280	221
Total	2,415	418	2,720	470

Source: 45 Lansing Transportation Study, September 2005, SF Guidelines, LCW Consulting, 2011.

During the weekday PM peak hour, the TS Project and the 2010 Project would generate a similar number of auto, transit and walk/other person-trips (as shown in Table 2). The 2010 Project would generate 19 more vehicle-trips (168 vehicle-trips) than the TS Project (149 vehicle-trips).

	Person-Trips				Vehicle Trips
	Auto	Transit	Walk/Other ¹	Total	
TS Project	163	83	172	418	149
2010 Project	183	94	193	470	168
Net Difference	20	11	21	52	19

Source: 45 Lansing Transportation Study, September 2005, SF Guidelines, LCW Consulting, 2011.

Note:

¹ "Other" mode includes bicycles, motorcycles, and taxis.

Parking Conditions

The 2010 Project would have a greater parking demand than the Proposed Project – 403 spaces compared to 356 spaces (see Table 3). The 2010 Project would have a parking shortfall of 138 spaces, as compared to a parking shortfall of 76 spaces for the TS Project.

Land Use	Demand	Supply	Surplus/Shortfall
TS Project	356	280	-76
2010 Project	403	265	-138
Net Difference	47	-15	-62

Source: 45 Lansing Transportation Study, September 2005, SF Guidelines, LCW Consulting, 2011.

Intersection Operating Conditions

Table 4 presents the number of project vehicles at each of the seven study intersections for the TS Project and for the 2010 Project. As indicated in Table 4, during the PM peak hour, the 2010 Project would result in an increase of between 3 and 10 vehicles at the study intersections, with the exception of the intersection of Harrison/First, where the number of project vehicles would increase by 12 vehicles.

Intersection	Transportation Study	2010 Project	
	TS Project Volume	Project Volume	Increase
Folsom/Second	22	25	3
Folsom/First	68	77	9
Harrison/Second	57	64	7
Harrison/Essex	62	70	8
Harrison/First	94	106	12
Harrison/Fremont	26	29	3
Lansing/First	68	77	9

Source: *45 Lansing Transportation Study*, September 2005, *SF Guidelines*, LCW Consulting, 2011.

The increase in vehicle trips at the study intersections operating at LOS E or LOS F were examined for the following conditions:

- Existing plus Project from the 2005 Transportation Study
- 2020 Cumulative from the Rincon Hill EIR Analysis
- 2030 Cumulative from the Treasure Island/Yerba Buena Island Redevelopment Plan EIR

Contributions to 2005 Transportation Study Existing plus Project Conditions

Under Existing plus Project conditions, the TS Project, as presented in the 2005 Transportation Study, would not result in project-specific impacts related to LOS changing from LOS D or better, to LOS E or LOS F, or from LOS E to LOS F. However, vehicle trips generated by the project would travel through four intersections that operate at LOS E or LOS F under existing conditions – Folsom/First, Harrison/Second, Essex/Harrison, and Harrison/First. For these four intersections, the project contributions to the traffic movements that determine overall LOS performance at these intersections were examined. Under the TS Project:

- The Proposed Project's traffic contributions to the intersections of Harrison/Second, Harrison/Essex, and Harrison/First were determined not significant under Existing plus Project conditions. At the intersection of Harrison/First, no significant contributions were found because the project volumes and the total volumes for the movement would be very small and would not materially affect LOS performance at this intersection.
- The Proposed Project's contributions to the intersection of Folsom/First was determined to be significant under Existing plus Project conditions, and therefore the project was determined to have a significant impact at this intersection under Existing plus Project conditions.

The attached Spreadsheet 1 presents the Existing plus Project traffic volumes as developed for the 2005 Transportation Study, the TS Study Project Trips, and the 2010 Project Trips for the four intersections that were identified as operating at LOS E or LOS F under Existing plus Project conditions in the 2005 Transportation Study. Also attached are the individual Existing plus Project LOS calculation sheets for the four study intersections, marked up to indicate the critical movements that were examined.

1. At the intersections of Harrison/Second and Essex/Harrison/I-80 EB the 2010 Project would not result in substantial changes to contributions, and the project would not contribute to the poor LOS operating conditions at these intersections.
2. At the intersection of First/Harrison/I-80 EB, the 2010 Project would add two additional vehicles to the eastbound critical movement that would operate poorly (from 17 vehicles with the 2005 Transportation Study project, to 19 vehicles with the 2010 Project). However, the 2005 Transportation Study acknowledged the project's contribution to this movement, and determined that "no significant contribution was found as the project volumes and total volumes for the movement would be very small and would not materially affect overall LOS performance at this intersection". The addition of two additional vehicles to this movement would not substantially affect this movement, and therefore the 2005 Transportation Study conclusion of no significant contribution would remain.
3. At the intersection of First/Folsom, the 2010 Project would contribute substantially to the critical movement. The Transportation Study found that the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the 2010 Project.

Contributions to Rincon Hill Plan EIR 2020 Cumulative

The attached Spreadsheet 2 presents the 2020 Cumulative traffic volumes as developed for the Rincon Hill Plan EIR, and the 2005 Transportation Study project contributions to the individual movements, as well as the updated 2010 Project contributions. At each intersection, the critical movements are highlighted. Also attached are the individual LOS calculation sheets, marked up to indicate the critical movements that were examined.

1. At the intersections of Second/Folsom, Harrison/Second, Essex/Harrison/I-80 EB, and Harrison/Fremont, the 2010 Project would not result in substantial changes to contributions, and the project would not contribute to the poor LOS operating conditions at these intersections.
1. At the intersection of First/Harrison/I-80 EB, the 2010 Project would add two additional vehicles to the eastbound critical movement that would operate poorly (from 17 vehicles with the 2005 Transportation Study project, to 19 vehicles with the 2010 Project). However, the 2005 Transportation Study acknowledged the project's contribution to this movement, and determined that "no significant contribution was found as the project volumes and total volumes for the movement would be very small and would not materially affect overall LOS performance at this intersection". The addition of two additional vehicles to this movement would not substantially affect this movement, and therefore, the 2005 Transportation Study conclusion of no significant contribution would remain.

2. At the intersection of First/Folsom, the 2010 Project would contribute substantially to the critical movement. The Transportation Study found that the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the 2010 Project.

Contributions to Treasure Island/Yerba Buena Island EIR 2030 Cumulative

The attached Spreadsheet 3 presents the 2030 Cumulative traffic volumes as developed for the Treasure Island and Yerba Buena Island Redevelopment Project EIR (July 2010), and the updated 2010 Project contributions to the turning movements. The TI/YBI traffic analysis included five of the six study intersections analyzed for the 45 Lansing Street project. At each intersection, the critical movements, as determined from the LOS output for the TI/YBI analysis are highlighted.

1. The intersection of Harrison/Second was not included in the TI/YBI traffic analysis.
2. Under the TI/YBI analysis, the intersection of Harrison/Fremont was determined to operate at LOS D under 2030 Cumulative conditions. Therefore, this intersection would not have cumulative impacts.
3. At the intersections of Second/Folsom and Essex/Harrison/I-80 EB, the 2010 Project would not have substantial contributions to the critical movements, and the project would not contribute to the poor LOS operating conditions at these intersections.
4. At the intersection of First/Folsom, the 2010 Project would contribute substantially to the eastbound right critical movement. The Transportation Study found that the project's contributions at the intersection of Folsom/First to be significant, and this conclusion would not change with the 2010 Project.
5. At the intersection of First/Harrison/I-80 EB, the TI/YBI analysis did not identify the eastbound movement as a critical movement. The 2010 project would not contribute to the critical movements identified for this intersection in the TI/YBI analysis.

Summary

Overall, due to the small increases in vehicles at the analysis intersections, it is not anticipated that the 19 additional vehicle-trips generated by the 2010 Project during the PM peak hour would change the impact assessment findings contained within the *45 Lansing Street Transportation Study*. The proposed project revisions would not result in more severe traffic impacts than those that were assessed in the Rincon Hill Plan EIR, as the magnitude of the revised project's contributions to local and areawide traffic impacts would be similar in magnitude than those assessed in the Rincon Hill Plan.

45 LANSING STREET TRANSPORTATION STUDY
 PROJECT TRIP GENERATION - WEEKDAY
 LAND USE: RESIDENTIAL (WORK TRIPS)

Proposed Size:	320 units		
DAILY			PM PEAK HOUR
Person-trip Generation Rate [1]:	8.50 trips/unit	Person-trip Generation Rate [1]:	17.3%
Total Person-trips:	2,720 person-trips	Total Person-trips:	470 person-trips
Work Trips [2]:	33%	Work Trips [2]:	50%
	898 person-trips		235 person-trips

Origins	Distribution [3]	Mode	Percent [4]	AVO [4]	Daily		PM Peak Hour	
					Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
Superdistrict 1	57.7%	Auto	39.0%	1.09	202	185	53	49
		Transit	20.0%		104		27	
		Walk	38.0%		197		52	
		Other	3.0%		16		4	
		TOTAL	100.0%		518		136	
Superdistrict 2	8.3%	Auto	39.0%	1.09	29	27	8	7
		Transit	20.0%		15		4	
		Walk	38.0%		28		7	
		Other	3.0%		2		1	
		TOTAL	100.0%		75		20	
Superdistrict 3	8.3%	Auto	39.0%	1.09	29	27	8	7
		Transit	20.0%		15		4	
		Walk	38.0%		28		7	
		Other	3.0%		2		1	
		TOTAL	100.0%		75		20	
Superdistrict 4	8.3%	Auto	39.0%	1.09	29	27	8	7
		Transit	20.0%		15		4	
		Walk	38.0%		28		7	
		Other	3.0%		2		1	
		TOTAL	100.0%		75		20	
East Bay	9.0%	Auto	39.0%	1.09	32	29	8	8
		Transit	20.0%		16		4	
		Walk	38.0%		31		8	
		Other	3.0%		2		1	
		TOTAL	100.0%		81		21	
North Bay	1.1%	Auto	39.0%	1.09	4	4	1	1
		Transit	20.0%		2		1	
		Walk	38.0%		4		1	
		Other	3.0%		0		0	
		TOTAL	100.0%		10		3	
South Bay	5.8%	Auto	39.0%	1.09	20	19	5	5
		Transit	20.0%		10		3	
		Walk	38.0%		20		5	
		Other	3.0%		2		0	
		TOTAL	100.0%		52		14	
Out of Region	1.5%	Auto	39.0%	1.09	5	5	1	1
		Transit	20.0%		3		1	
		Walk	38.0%		5		1	
		Other	3.0%		0		0	
		TOTAL	100.0%		13		4	
TOTAL	100.0%	Auto	39.0%	1.09	350	321	92	84
		Transit	20.0%		180		47	
		Walk	38.0%		341		89	
		Other	3.0%		27		7	
		TOTAL	100.0%		898		235	

Notes:

- [1] SF Guidelines, Appendix C - combination of 1-bedroom and 2+ bedroom units; PM peak = 17.3% of daily.
- [2] SF Guidelines, Appendix C - Non C-3 Residential
- [3] 1990 U.S. Census journey-to-work data, Tract 179.01
- [4] 2000 U.S. Census journey-to-work data, Tract 179.01

45 LANSING STREET TRANSPORTATION STUDY
PROJECT TRIP GENERATION - WEEKDAY
LAND USE: RESIDENTIAL (NON-WORK TRIPS)

Proposed Size:	320 units		
DAILY	Person-trip Generation Rate [1]:	8.50 trips/unit	PM PEAK HOUR
Total Person-trips:		2,720 person-trips	Person-trip Generation Rate [1]: 17.3%
Non-Work Trips [2]: 67%		1,822 person-trips	Total Person-trips: 470 person-trips
			Non-Work Trips [2]: 50%
			1.47 trips/1,000 gsf
			235 person-trips

Origins	Distribution [3]	Mode	Percent [4]	AVO [4]	Daily		PM Peak Hour	
					Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
Superdistrict 1	57.7%	Auto	39.0%	1.09	410	376	53	49
		Transit	20.0%		210		27	
		Walk	38.0%		400		52	
		Other	3.0%		32		4	
		TOTAL	100.0%		1,052		376	
Superdistrict 2	8.3%	Auto	39.0%	1.09	59	54	8	7
		Transit	20.0%		30		4	
		Walk	38.0%		57		7	
		Other	3.0%		5		1	
		TOTAL	100.0%		151		54	
Superdistrict 3	8.3%	Auto	39.0%	1.09	59	54	8	7
		Transit	20.0%		30		4	
		Walk	38.0%		57		7	
		Other	3.0%		5		1	
		TOTAL	100.0%		151		54	
Superdistrict 4	8.3%	Auto	39.0%	1.09	59	54	8	7
		Transit	20.0%		30		4	
		Walk	38.0%		57		7	
		Other	3.0%		5		1	
		TOTAL	100.0%		151		54	
East Bay	9.0%	Auto	39.0%	1.09	64	59	8	8
		Transit	20.0%		33		4	
		Walk	38.0%		62		8	
		Other	3.0%		5		1	
		TOTAL	100.0%		184		59	
North Bay	1.1%	Auto	39.0%	1.09	8	7	1	1
		Transit	20.0%		4		1	
		Walk	38.0%		8		1	
		Other	3.0%		1		0	
		TOTAL	100.0%		20		7	
South Bay	5.8%	Auto	39.0%	1.09	41	38	5	5
		Transit	20.0%		21		3	
		Walk	38.0%		40		5	
		Other	3.0%		3		0	
		TOTAL	100.0%		106		38	
Out of Region	1.5%	Auto	39.0%	1.09	11	10	1	1
		Transit	20.0%		5		1	
		Walk	38.0%		10		1	
		Other	3.0%		1		0	
		TOTAL	100.0%		27		10	
TOTAL	100.0%	Auto	39.0%	1.09	711	652	92	84
		Transit	20.0%		364		47	
		Walk	38.0%		693		89	
		Other	3.0%		55		7	
		TOTAL	100.0%		1,822		652	

Notes:

- [1] SF Guidelines, Appendix C - combination of 1-bedroom and 2+ bedroom units; PM peak = 17.3% of daily.
- [2] SF Guidelines, Appendix C - Non C-3 Residential
- [3] 1990 U.S. Census journey-to-work data, Tract 179.01
- [4] 2000 U.S. Census journey-to-work data, Tract 179.01

**45 LANSING STREET TRANSPORTATION STUDY
BREAKDOWN OF HOUSING UNITS**

Unit Type	#	Trip Gen	Parking Demand
Studio	0	7.5	1.1
1 Bedroom	192	7.5	1.1
2 Bedroom	128	10	1.5
3+ Bedroom	0	10	1.5
Total	320	8.500	1.26

45 Lansing Street- Trip Generation Comparisons

45 Lansing Street Transportation Study (September 2005)

Unit Type	# of dwelling units	Daily Trip Generation Rate	Daily person trips	PM Pk Hr person trips	Parking Demand Rate	Parking Demand
Studio	91	7.5	683	118	1.1	100
1-bedroom	163	7.5	1,223	211	1.1	179
2-bedroom	51	10	510	88	1.5	77
3-bedroom	<u>0</u>	10	<u>0</u>	<u>0</u>	1.5	<u>0</u>
<i>totals</i>	<i>305</i>		<i>2,415</i>	<i>418</i>		<i>356</i>

As Entitled (March 2006)

Unit Type	# of dwelling units	Daily Trip Generation Rate	Daily person trips	PM Pk Hr person trips	Parking Demand Rate	Parking Demand
Studio	53	7.5	398	69	1.1	58
1-bedroom	100	7.5	750	130	1.1	110
2-bedroom	109	10	1,090	189	1.5	164
3-bedroom	<u>3</u>	10	<u>30</u>	<u>5</u>	1.5	<u>5</u>
<i>totals</i>	<i>265</i>		<i>2,268</i>	<i>392</i>		<i>336</i>

Proposed 2010 Revisions

Unit Type	# of dwelling units	Daily Trip Generation Rate	Daily person trips	PM Pk Hr person trips	Parking Demand Rate	Parking Demand
Studio/1-BR	192	7.5	1,440	249	1.1	211
2-/2+bedroom	<u>128</u>	10	<u>1,280</u>	<u>221</u>	1.5	<u>192</u>
<i>totals</i>	<i>320</i>		<i>2,720</i>	<i>470</i>		<i>403</i>

PM Peak hour travel demand is 17.3 percent of daily travel demand

SPREADSHEET 1

45 Lansing Street - Contributions to Existing Traffic Volumes
Intersection Turning Movement Volumes - Weekday PM Peak Hour

Common Intersections	Northbound			Southbound			Eastbound			Westbound			Total	LOS
	L	T	R	L	T	R	L	T	R	L	T	R		
2. First/Folsom														
45 Lansing - Existing	0	0	0	114	1,020	0	0	754	322	0	0	0	2,210	>80/F
TS Study Project Trips	0	0	0	0	51	0	0	0	17	0	0	0	68	
2010 Project Trips	0	0	0	0	58	0	0	0	19	0	0	0	77	
% Contribution	0.0%	0.0%	0.0%	0.0%	5.6%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%		
3. Harrison/Second														
45 Lansing - Existing	54	221	652	155	247	252	8	439	56	118	634	39	2,875	58.4/E
TS Study Project Trips	0	0	5	0	0	0	0	13	0	1	28	5	57	
2010 Project Trips	0	0	6	0	0	0	0	20	0	1	32	6	64	
% Contribution	0.0%	0.0%	0.9%	0.0%	0.0%	0.0%	0.0%	4.6%	0.0%	1.0%	5.0%	14.5%		
4. Essex/Harrison/I-80 EB														
45 Lansing - Existing	0	0	0	3	862	28	0	67	1,244	0	763	36	3,003	>80/F
TS Study Project Trips	0	0	0	0	5	0	0	23	0	0	34	0	62	
2010 Project Trips	0	0	0	0	6	0	0	26	0	0	38	0	70	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	38.7%	0.0%	0.0%	5.0%	0.0%		
5. First/Harrison/I-80 EB														
45 Lansing - Existing	0	0	0	34	1,073	346	0	46	31	870	500	0	2,900	>80/F
TS Study Project Trips	0	0	0	0	0	68	0	17	0	0	9	0	94	
2010 Project Trips	0	0	0	0	0	77	0	19	0	0	10	0	106	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.0%	22.2%	0.0%	17%	0.0%	0.0%	2.0%	0.0%		

Source: 45 Lansing Street Transportation Study, September 2005

TS Project trips at intersections increased by 12.8% to reflect increase from 149 to 168 project-generated vehicle trips during the PM peak hour.

SPREADSHEET 2

45 Lansing Street - Contributions to 2020 Cumulative Traffic Volumes
Intersection Turning Movement Volumes - Weekday PM Peak Hour

Common Intersections	Northbound			Southbound			Eastbound			Westbound			Total	LOS
	L	T	R	L	T	R	L	T	R	L	T	R		
1. Second/Folsom														
45 Lansing - 2020	0	198	208	306	764	0	167	1,692	70	0	0	0	3,405	>80/F
TS Study Project Trips	0	0	5	0	0	0	0	17	0	0	0	0	22	
2010 Project Trips	0	0	6	0	0	0	0	19	0	0	0	0	25	
% Contribution	0.0%	0.0%	2.7%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%		
2. First/Folsom														
45 Lansing - 2020	0	0	0	211	1,194	0	0	1,216	399	0	0	0	2,960	>80/F
TS Study Project Trips	0	0	0	0	51	0	0	0	17	0	0	0	68	
2010 Project Trips	0	0	0	0	58	0	0	0	19	0	0	0	77	
% Contribution	0.0%	0.0%	0.0%	0.0%	4.8%	0.0%	0.0%	0.0%	5.7%	0.0%	0.0%	0.0%		
3. Harrison/Second														
45 Lansing - 2020	63	363	741	172	373	320	17	475	59	142	807	39	3,571	>80/F
TS Study Project Trips	0	0	5	0	0	0	0	18	0	1	28	5	57	
2010 Project Trips	0	0	6	0	0	0	0	20	0	1	32	6	64	
% Contribution	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	4.3%	0.0%	0.8%	3.9%	14.5%		
4. Essex/Harrison/I-80 EB														
45 Lansing - 2020	0	0	0	3	871	43	0	117	1,341	0	931	38	3,444	>80/F
TS Study Project Trips	0	0	0	0	5	0	0	23	0	0	34	0	62	
2010 Project Trips	0	0	0	0	6	0	0	26	0	0	38	0	70	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%	0.0%	22.2%	0.0%	0.0%	4.1%	0.0%		
5. First/Harrison/I-80 EB														
45 Lansing - 2020	0	0	0	61	1,225	347	0	101	33	979	626	0	3,372	>80/F
TS Study Project Trips	0	0	0	0	0	68	0	17	0	0	9	0	94	
2010 Project Trips	0	0	0	0	0	77	0	0	0	0	10	0	106	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.0%	22.1%	0.0%	19.0%	0.0%	0.0%	1.6%	0.0%		
6. Harrison/Fremont														
45 Lansing - 2020	123	216	312	4	0	199	62	147	0	0	1,206	76	2,345	>80/F
TS Study Project Trips	9	0	0	0	0	0	0	17	0	0	0	0	26	
2010 Project Trips	10	0	0	0	0	0	0	19	0	0	0	0	29	
% Contribution	8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	13.0%	0.0%	0.0%	0.0%	0.0%		

Source: 45 Lansing Street Transportation Study, September 2005

TS Project trips at intersections increased by 12.8% to reflect increase from 149 to 168 project-generated vehicle trips during the PM peak hour.

SPREADSHEET 3

45 Lansing Street - Contributions to TI/YBI 2030 Cumulative Traffic Volumes

Intersection Turning Movement Volumes - Weekday PM Peak Hour

Common Intersections	Northbound			Southbound			Eastbound			Westbound			Total	LOS
	L	T	R	L	T	R	L	T	R	L	T	R		
1. Second/Folsom														
Treasure Island - 2030	0	420	157	231	1,351	0	162	1,718	230	0	0	0	4,079	>80/F
TS Study Project Trips	0	0	5	0	0	0	0	17	0	0	0	0	22	
2010 Project Trips	0	0	6	0	0	0	0	19	0	0	0	0	25	
% Contribution	0.0%	0.0%	3.6%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%		
2. First/Folsom														
Treasure Island - 2030	0	0	0	294	1,506	0	0	933	347	0	0	0	3,080	>80/F
TS Study Project Trips	0	0	0	0	51	0	0	0	17	0	0	0	68	
2010 Project Trips	0	0	0	0	58	0	0	0	19	0	0	0	77	
% Contribution	0.0%	0.0%	0.0%	0.0%	3.8%	0.0%	0.0%	0.0%	5.5%	0.0%	0.0%	0.0%		
3. Harrison/Second														
Treasure Island - 2030	0	0	0	0	0	0	0	0	0	0	0	0	0	
TS Study Project Trips	0	0	5	0	0	0	0	18	0	1	28	5	57	
2010 Project Trips	0	0	6	0	0	0	0	20	0	1	32	6	64	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
4. Essex/Harrison/I-80 EB														
Treasure Island - 2030	0	0	0	13	848	4	0	69	1,076	4	892	0	2,906	>80/F
TS Study Project Trips	0	0	0	0	5	0	0	23	0	0	34	0	62	
2010 Project Trips	0	0	0	0	6	0	0	26	0	0	38	0	70	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	37.6%	0.0%	0.0%	4.3%	0.0%		
5. First/Harrison/I-80 EB														
Treasure Island - 2030	0	0	0	22	1,557	206	0	74	62	887	527	0	3,335	>80/F
TS Study Project Trips	0	0	0	0	0	68	0	17	0	0	9	0	94	
2010 Project Trips	0	0	0	0	0	77	0	19	0	0	10	0	106	
% Contribution	0.0%	0.0%	0.0%	0.0%	0.0%	37.2%	0.0%	25.9%	0.0%	0.0%	1.9%	0.0%		
6. Harrison/Fremont														
Treasure Island - 2030	130	243	493	117	0	134	27	105	0	0	1,259	52	2,560	35.1/D
TS Study Project Trips	9	0	0	0	0	0	0	17	0	0	0	0	26	
2010 Project Trips	10	0	0	0	0	0	0	19	0	0	0	0	29	
% Contribution	7.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.3%	0.0%	0.0%	0.0%	0.0%		

Source: Treasure Island and Yerba Buena Island Redevelopment Plan Transportation Impact Study, Appendix, July 2010 (2030 + Base Transit PM)
 TS Project trips at intersections increased by 12.8% to reflect increase from 149 to 168 project-generated vehicle trips during the PM peak hour.



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

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

Date: March 17, 2015
Case No. Case No. 2015-000472GPR
DPW Official Sidewalk Change for Guy Place and
Lansing Street

Reception:
415.558.6378

Fax:
415.558.6409

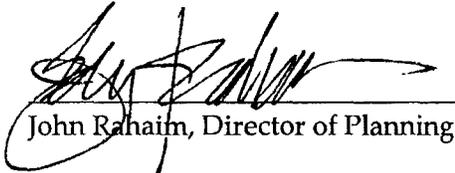
Block/Lot No.: 3749/059
Project Sponsor: 45 Lansing Development LLC
2200 Biscayne Blvd.
Miami FL, 33137

Planning
Information:
415.558.6377

Applicant: Bonnie Dong & Bruce Baumann
450 Sansome St, Ste 750
San Francisco, CA 94111

Staff Contact: Paul Chasan – (415) 575-9065
paul.chasan@sfgov.org

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

*Recommended
By:* 
John Rahaim, Director of Planning

PROJECT DESCRIPTION

The Project is a redesign of Guy Place and Lansing Street in accordance with the Rincon Hill Streetscape Plan. The streets would be redesigned as Shared Public Ways (curbless streets). Changes include: deletion of curbed sidewalks and use of colored/scored concrete, street tree planting in between parked cars, and raised crosswalks at the entry to and from first street. Official sidewalk widths to be changed.

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

SITE DESCRIPTION AND PRESENT USE

Together, Guy Place and Lansing Street form a U-shaped mid-block alley system on the block bounded by First Street, Harrison Street, Essix Street and Folsom Street in Rincon Hill. Guy Place and Lansing are both 1-way streets accessed by 1st Street and have relatively low traffic volumes. Drivers traveling southbound on First can currently make a right turn onto Guy Place and continue onto Lansing Street at the base of the "U". Lansing Street intersects with 1st Street further at the end of the block. Both Guy Place and Lansing Streets are residential in character and have smaller buildings than many of the surrounding streets in the Rincon Hill. The architecture along these streets tends to be a finer grain than the surrounding streets, a pattern that is typical in South of Market mid-block alleyways.

The Rincon Hill Streetscape Plan (RHSP) – an outgrowth of the Rincon Hill Area Plan – calls for Guy Place and Lansing Street to be built as a Shared Street (aka a "cubless" street or woonerf). The RHSP also establishes basic dimensions for shared car/pedestrian and pedestrian-only spaces, and advocates a design where trees are located in the parking lane between on-street parking spaces.

ENVIRONMENTAL REVIEW

On March 05, 2015, the Major Environmental Analysis of the Department determined that the Project (a redesign of Guy Place and Lansing Street as a shared street) was previously cleared under Rincon Hill Area Plan EIR and Addendum, Case No. 2011.0108E

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

Urban Design Element

Objective 4: Fundamental Principles for Neighborhood Environment

18. Alleys and small streets which are usable as part of the general network of pedestrian and service ways are potential areas of activity and interest.

COMMENT: Large new projects that provide mid-block pedestrian and service shortcuts similar to those that now exist would continue and improve upon a workable pattern.

19. Planting and paving treatment in alleys, coupled with active uses in the adjacent buildings, form, in effect, a commercial promenade.

COMMENT: The intimate pedestrian scale offers a welcome contrast to the wider streets around.

POLICY 4.4

Design walkways and parking facilities to minimize danger to pedestrians.

**GENERAL PLAN REFERRAL
DPW OFFICIAL SIDEWALK CHANGE
FOR GUY PLACE AND LANSING STREET**

CASE NO. 2015-000472GPR

POLICY 4.11

Make use of street space and other unused public areas for recreation, particularly in dense neighborhoods, such as those close to downtown, where land for traditional open spaces is more difficult to assemble.

POLICY 4.12

Install, promote and maintain landscaping in public and private areas.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

Transportation Element

POLICY 1.2

Ensure the safety and comfort of pedestrians throughout the city.

OBJECTIVE 18

ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND.

...Living Streets

"Living streets" can include streets, alleys and other public rights-of-way. They serve as both an open space resource for residents and visitors as well as a thoroughfare for local traffic. Physical improvements to living streets should include traffic calming measures and consistent tree plantings to create a residential oriented open space amenity that co-exists with limited vehicular traffic. Living streets primarily serve pedestrians and bicyclists, but should also accommodate local automobile traffic and parking. On living streets, pedestrians take precedent over automobile traffic; programming may include pedestrian enclaves (see discussion following Policy 25.3).

POLICY 24.3

Install pedestrian-serving street furniture where appropriate.

POLICY 24.5

Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets" by adding pocket parks in sidewalks or medians, especially in neighborhoods deficient in open space.

POLICY 25.2

Utilizing the pedestrian street classification system, develop a citywide pedestrian network that includes streets devoted to or primarily oriented to pedestrian use.

POLICY 25.3

Develop design guidelines for pedestrian improvements in Neighborhood Commercial Districts, Residential Districts, Transit-Oriented Districts, and other pedestrian-oriented areas as indicated by the pedestrian street classification plan.

POLICY 26.1

Retain streets and alleys not required for traffic, or portions thereof, for through pedestrian circulation and open space use.

Rincon Hill Area Plan

The Rincon Hill Area Plan makes several references to the City's desire to preserve the fine-grained residential character of Guy Place and Lansing Street.

Guy Place and Lansing Street also form part of a contiguous open space network linking the Future Guy Place Park through a series of planned open spaces along Essix Street to the Transbay terminal.

POLICY 1.5

Require street-facing residential units on the ground-floor on Spear, Main, Beale, Fremont, First, Guy Place and Lansing Streets, and encourage them on Harrison and Bryant Streets.

POLICY 3.11

Require building setbacks at upper-stories for podiums above 65 feet on Spear, Main, Beale, Fremont and First Streets, and above 45 feet on Guy and Lansing Streets and mid-block pedestrian pathways, per Figure 5, to preserve an appropriate scale and sun access to streets.

POLICY 3.12

Preserve lower podium heights in the Guy/Lansing area where there is an established pattern of four- to six-story buildings.

POLICY 3.14

Require street-facing ground floor residential units articulated at intervals of no more than 25 feet on Spear, Main, Beale, Fremont, First, and Lansing Streets, and Guy Place, except at tower lobbies or where parking access and utilities are necessary. Encourage them on Harrison and Bryant Streets.

POLICY 4.1

Purchase parcels of adequate size for a neighborhood park. Parcels that should be prioritized for acquisition include 009, 010, 011, and 018 of Block 3766, at the southeast corner of Harrison and Fremont Streets, currently owned by CalTrans, and Parcel 005 of Block 3749, on Guy Place, currently a privately-owned vacant lot. Other parcels within the district may also be considered for a neighborhood park if a park of adequate size that is useable for Rincon Hill residents would be feasible on those sites.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, demolition and replacement of the Chinese Recreation Center, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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

The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

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

The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character will be not be negatively affected

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

The Project would have no adverse effect on the City's supply of affordable housing.

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

The Project would not result in commuter traffic impeding MUNI's transit service, overburdening the streets or altering current neighborhood parking.

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

The Project would not affect the existing economic base in this area.

**GENERAL PLAN REFERRAL
DPW OFFICIAL SIDEWALK CHANGE
FOR GUY PLACE AND LANSING STREET**

CASE NO. 2015-000472GPR

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

The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake. It would improve the City's ability to respond to injuries caused by earthquakes and other emergencies.

7. That landmarks and historic buildings be preserved.

The Project would not affect any landmark or historic buildings.

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

The Project would have no adverse effect on parks and open space or their access to sunlight and vista.

RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan
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Edwin M. Lee, Mayor
Mohammed Nuru, Director

Office of the Deputy Director & City Engineer, Fuad Sweiss
Bureau of Street-Use & Mapping
1155 Market Street, 3rd Floor
San Francisco Ca 94103
(415) 554-5810 ■ www.sfdpw.org



Jerry Sanguinetti, Bureau Manager

DPW Order No: 184520

APPROVAL OF MAJOR (STREET) ENCROACHMENT PERMIT TO CONSTRUCT IMPROVEMENTS WITHIN LANSING STREET BETWEEN GUY PLACE AND FIRST STREET FRONTING 45 LANSING STREET (BLOCK 3749, LOT 059).

APPLICANT: 45 Lansing Development, LLC
2200 Biscayne Blvd.
Miami, FL 33137
Attn: Christopher Palermo

PROPERTY IDENTIFICATION: Lot 059 in Assessor's Block 3749
(45 Lansing Street)
San Francisco, CA 94105

DESCRIPTION OF REQUEST: Major (Street) Encroachment Permit No. 15ME-0003

BACKGROUND:

1. The applicant filed a letter of request with Public Works (PW) to consider approval of a Major (Street) Encroachment Permit to improve and construct the entire length and width of Lansing Street between Guy Place and First Street. The proposed design will implement the concepts outlined in the Rincon Hill Streetscape Master Plans which includes the deletion of the curbed sidewalk, new valley gutter and shared or curb-less street. Street trees will be planted to separate parked cars, and the use of patterned concrete throughout will encourage pedestrian use of the entire street. The width of the vehicular path of travel will remain the same, as will the direction of travel.
2. The Transportation Advisory Staff Committee (TASC), at its meeting of May 14, 2015, recommended the proposed encroachment for approval.
3. The Planning Department, by letter dated March 17, 2015, found the project, on balance, in conformity with the General Plan.
4. PW scheduled a public hearing for January 6, 2016 to consider the proposed encroachment. On December 9, 2015, PW mailed notices for the hearing to property owners within a 300-foot radius of the subject location.
5. Hearing Officer Janet Ng conducted a hearing on the merits of the Major (Street) Encroachment Permit on January 6, 2016.
6. Christopher Palermo and Bonnie Dong, representing 45 Lansing Development, LLC, the developer/owner of the subject property and Paul Chaser of City Planning attended the public hearing. Mr. Palermo testified and stated the responsibilities of the property owner and the



outreach done with the neighbors, Mr. Chaser testified and explained the Rincon Hill Streetscape Plan.

7. No other testimony was presented at the public hearing in favor or in opposition to the encroachment.
8. Our office received an email from neighbor who wanted to review the plans.
9. The Hearing Officer considered and reviewed all of DPW's files on this encroachment. Based on the information the Hearing Officer made her decision on January 13, 2016 to recommend the proposed Major (Street) Encroachment to the Board of Supervisors for approval.

HEARING OFFICER RECOMMENDATION: APPROVAL of the request for a Major (Street) Encroachment Permit based on the following findings:

FINDING 1. Recommendation for approval by TASC.

FINDING 2. Finding by Planning Department's and its Commission that the proposed infrastructure improvements are consistent with objectives and policies of the General Plan.

FINDING 3. Said encroachments complies with the City's Rincon Hill Master Plan.

FINDING 4. Said encroachments provides a safe and comfortable public right-of-way for shared use and improves the quality of life in the neighborhood.

FINDING 5. Said encroachments will be fully maintained in perpetuity by the Permittee, subject to the terms of the Lansing street encroachment agreement and the maintenance agreement.

1/27/2016

X 

Sanguinetti, Jerry
Bureau Manager
Signed by: Sanguinetti, Jerry

1/28/2016

X Mohammed Nuru

Nuru, Mohammed
Director, DPW
Signed by: Nuru, Mohammed

1/28/2016

X 

Sweiss, Fuad
Deputy Director and City Engineer
Signed by: Sweiss, Fuad



SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 15-085

WHEREAS, The San Francisco Municipal Transportation Agency has received a request, or identified a need for traffic modifications as follows:

- A. ESTABLISH – NO PARKING ANY TIME – Garlington Court, west side, from Commer Court to south terminus; Garlington Court, east side, from Commer Court to south terminus; Garlington Court, south side, from west terminus to east terminus; and Garlington Court, west side of median, from Commer Court to south terminus.
- B. ESTABLISH – STOP SIGNS – Ortega Street, westbound and eastbound, at 48th Avenue, making this intersection an all-way STOP.
- C. ESTABLISH – RED ZONE – Sutter Street, south side, from Divisadero Street to 30 feet westerly (removes meter #666 -2403; relocates yellow meter 22' west to #666-2407).
- D. ESTABLISH – NO LEFT TURN EXCEPT MUNI – California Street, westbound, at Van Ness Avenue.
- E. ESTABLISH – RESIDENTIAL PERMIT PARKING, AREA L, 2-HOUR, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY, EXCEPT VEHICLES WITH AREA L PERMITS – 2nd Avenue, both sides, between Balboa Street and Cabrillo Street (600 block).
- F. ESTABLISH – RESIDENTIAL PERMIT PARKING, AREA I, 1-HOUR PARKING, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY, EXCEPT VEHICLES WITH AREA I PERMITS – South Van Ness Avenue, east side, from 285 feet south of 23rd Street to 19 feet north of 24th Street (to allow for possibility of future meter or red curb at the corner).
- G. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA Q, 2-HOUR PARKING, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY, EXCEPT VEHICLES WITH AREA Q PERMITS – Oak Street, both sides, between Central Avenue and Baker Street; Lyon Street, both sides, between Oak Street and Haight Street; and Baker Street, west side, between Page Street and Haight Street.
- H. ESTABLISH – RESIDENTIAL PERMIT PARKING ELIGIBILITY, AREA U – 474 Natoma Street (eligibility only; no new signs to be installed).
- I. ESTABLISH – RESIDENTIAL PERMIT PARKING ELIGIBILITY, AREA S – 31 Page Street (eligibility only; no new signs to be installed).
- J. ESTABLISH – TOW-AWAY NO STOPPING, 3 PM TO 7 PM, MONDAY THROUGH FRIDAY – Mission Street, north side, from Spear Street to Steuart Street.
- K. ESTABLISH – TOW-AWAY, NO STOPPING ANYTIME – Santa Rosa Avenue, south side, from Mission Street to 25 feet westerly (for painted safety zone).
- L. ESTABLISH – TOW-AWAY, NO STOPPING ANYTIME – Mission Street, east side, from Virginia Avenue to 23 feet southerly (for painted safety zone); and Mission Street, west side, from Virginia Avenue to 28 feet northerly (for painted safety zone).
- M. ESTABLISH – VARIABLE MESSAGE SIGN – Van Ness Avenue, southbound, 150 feet north of Geary Street; and Van Ness Avenue, southbound, 98 feet north of Jackson Street.
- N. ESTABLISH – NO LEFT TURN EXCEPT MUNI – 20th Street, eastbound, at Mission Street.
- O. ESTABLISH – TOW-AWAY NO STOPPING ANYTIME – 20th Street, north side, from Mission Street to 19 feet easterly (removes meter 3452-G); 21st Street, north side, from Mission Street to 23 feet easterly (removes meter 3150); 21st Street, south side, from Mission Street to 26 feet westerly (removes meter 3201); 25th Street, south side, from Mission Street to 29 feet westerly (removes meter 3401-G); 26th Street, south side, from Mission Street to 19 feet westerly (removes meter 3401); 26th Street, north side, from

Mission Street to 22 feet easterly (removes meter 3352); Mission Street, east side, from 20th Street to 28 feet southerly (removes meter 2401); Mission Street, west side, from 21st Street to 28 feet northerly (removes meter 2448); and Mission Street, east side, from 26th Street to 28 feet southerly (removes meter 3001).

- P. ESTABLISH – NO RIGHT TURN ON RED – Market Street, westbound, at Sanchez Street; Market Street, eastbound, at Sanchez Street; Sanchez Street, northbound, at 15th Street; Sanchez Street, southbound, at 15th Street; 15th Street, eastbound, at Market Street; 15th Street, westbound, at Market Street; Market Street, eastbound, at Noe Street; Market Street, westbound, at Noe Street; 16th Street, eastbound, at Market Street; 16th Street, westbound, at Market Street; and Market Street, eastbound, at 15th Street.
- Q. EXTEND – BUS ZONE – Ellis Street, north side, from 67 feet to 89 feet east of Mason Street (relocates 1 yellow metered parking space and extends existing bus zone to 89 feet).
- R. RESCIND – BUS ZONE – Lincoln Way, south side, from 33rd Avenue to 75 feet easterly (restores 2 parking spaces).
- S. ESTABLISH – BUS ZONE – Lincoln Way, south side from 34th Avenue to 100 feet easterly (removes 4 parking spaces and restricts parking through 1 driveway).
- T. ESTABLISH – TOW AWAY, NO STOPPING ANYTIME – Oak Street, south side, from Laguna Street to 20 feet westerly (for 6-foot sidewalk widening); Oak Street, north side, from Laguna Street to 20 feet westerly (for 6-foot sidewalk widening); Laguna Street, east side, from Oak Street to 20 feet southerly (for 6-foot sidewalk widening); Laguna Street, west side, from Fell Street to 20 feet northerly (for 6-foot sidewalk widening); Fell Street, north side, from Laguna Street to 20 feet westerly (for 6-foot sidewalk widening); Fell Street, north side, from Laguna Street to 25 feet easterly (for 6-foot sidewalk widening); and Fell Street, south side, from Laguna Street to 25 feet easterly (for 6-foot sidewalk widening).
- U. ESTABLISH – PEDESTRIAN REFUGE ISLAND – Octavia Boulevard, northbound and southbound, at Oak Street (6-foot wide on south side, 10-foot wide on north side).
- V. RESCIND – TOW-AWAY, NO PARKING ANYTIME – ESTABLISH – RESIDENTIAL PERMIT PARKING, AREA U, 1-HOUR PARKING, 8 AM TO 10 PM, MONDAY THROUGH SUNDAY – Guy Place, south side, from 1st Street to 230 feet westerly.
- W. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – RESCIND – RESIDENTIAL PERMIT PARKING, AREA U, 1-HOUR PARKING 8 AM TO 10 PM, MONDAY THROUGH SUNDAY – Guy Place, north side, between 1st Street and Lansing Street (Residents will maintain eligibility to purchase residential parking permits).
- X. RESCIND – BUS ZONE – Hudson Street, north side, from 3rd Street to 40 feet easterly.
- Y. ESTABLISH – BUS ZONE – Newhall Street, west side, from Galvez Street to 66 feet southerly (removes 2 parking spaces).

WHEREAS, These items are categorically exempt from Environmental Review Class 1(c)(9) changes in traffic and parking regulations where such changes do not establish a higher speed limit and/or result in more than a negligible increase in the use of the street and/or Class 1(c)(13) installation, modification and replacement of traffic signals, where no more than a negligible increase in the use of the street will result; and,

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Director of Transportation and the Director of the Sustainable Streets Division approves the changes.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 16, 2015.

R. Boromee

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

ENCROACHMENT & MAINTENANCE AGREEMENT

1. PARTIES

The City and County of San Francisco Public Works (the "Department") enters into this Encroachment and Maintenance Agreement ("Agreement") with 45 Lansing Development, LLC or the party to whom the Department subsequently transfers the Permit (the "Permittee"). This Agreement shall be recorded in the Records of the City and County of San Francisco. In this Agreement, "the City" refers to the City and County of San Francisco and all affiliated City agencies including, but not limited to, the Department, the San Francisco Public Utilities Commission ("SFPUC") and the San Francisco Municipal Transportation Agency ("SFMTA"). The Fronting Property is named for reference and locational purposes only in connection with the Agreement. In addition, the Fronting Property owner may be the Permittee. The Permittee also may be the developer, builder, or owner of the Fronting Property. In other cases, the Fronting Property owner may or may not have any affiliation with the Permittee.

2. PERMIT INFORMATION

2.1 Major Encroachment Permit No.: 15ME-0003

2.2 Description of Encroachment Permit Area (See Schedule 1): _____

2.3 Location of Permittee's Property (See Schedule 2): _____

2.4 Description of Proposed Improvements ("Improvements" or "Encroachment"): Curb-less street, special pavers, new valley gutter, shared Street per the Rincon Hill Streetscape Master Plans approved by City Planning.

2.5 Permit Description/Type: Major Encroachment for curb-less sidewalk

2.6 Date of approved plans: 2/24/2015

2.7 Developer/Builder/Owner of the Fronting Property: 45 Lansing Development, LLC

2.8 **Contact Information.** The Permittee, Fronting Property Owner, third party management company, or project sponsor in responsible charge, shall provide to Public Works, Bureau of Street Use and Mapping ("BSM"), SFMTA, 311 Service Division, and SFPUC the information below regarding a minimum of two (2) contact persons with direct relation to or association with, or is in charge of or responsible for, the Permit. Permittee shall notify the listed City Agencies within thirty (30) calendar days of any changes in the Permittee's personnel structure, and submit the required contact information of the current and responsible contacts. If and when the City's 311 Service Division (or successor public complaint system program) allows direct communications with the contact person(s) for the Permit, the Permittee shall participate in this program.

Contact Person Number 1

Last Name, First Name: Christopher Palermo
Title/Relationship to Owner: Vice President
Phone Numbers: 415-748-1779
Email Addresses: cpalermo@crescentheights.com
Mailing Address: 2200 Biscayne Blvd., Miami, FL 33137

Contact Person Number 2

Last Name, First Name: Bonnie Dong
Title/Relationship to Owner: Design Manager
Phone Numbers: 415-361-3522
Email Addresses: bdong@crescentheights.com
Mailing Address: 2200 Biscayne Blvd., Miami, FL 33137

3. REVOCABLE PERMIT; NON-EXCLUSIVE

Commencing on the date the Department authorizes commencement of the Permit (the "Effective Date"), City confers to Permittee a revocable, personal, non-exclusive and non-possessory right to enter upon and use the public right-of-way (the "PROW") for the limited purpose of installing and subsequently maintaining the approved elements of the permit within the dedicated area (the "Permit Area") subject to the terms, conditions, and restrictions set forth herein. The privilege given to Permittee under this Agreement is effective only insofar as the rights of City in the PROW are concerned. Permittee shall obtain from other parties any further permission necessary to perform its activities under the Permit and this Agreement arising due to any other existing rights affecting the PROW.

Further permission from the Department may be required prior to Permittee's performance of work within the Permit Area following the initial installation within the Permit Area including, but not limited to, the restoration of a temporarily restored trench, removal and replacement of a tree or other landscaping, or repair of damaged or uplifted sidewalk or other paving material. This Agreement does not limit, prevent, or restrict the Department from approving and issuing permits for the Permit Area including, but not limited to, occupancy, encroachment, and excavation permits. The Department shall include as a condition in all new permits issued in the Permit Area that any new permittee notify and coordinate with the Permittee prior to occupying, encroaching, or excavating within the Permit Area.

4. PERMITTED USES AND ACTIVITIES

Commencing on the date(s) of the written authorization(s) from the Department, the Permittee may enter on and use the PROW for the purposes of constructing the Encroachment as set forth in the approved plans and described in the Department's written authorization(s) to proceed, and to perform and complete the initial or phase of construction. Subsequent to completion of the initial or phase of construction, Permittee may enter on and use the PROW for the purposes of performing as needed and routine maintenance, repair, and replacement activities set forth in this Agreement, as identified in Schedule 3, and as otherwise described in the Declaration of Maintenance Covenants and Obligations (the "Permitted Activities") [Include

reference to Declaration if fronting owner is permittee]. The Director of Public Works (the "Director"), in his or her sole discretion, and Permittee may modify the scope of such maintenance, repair, and replacement activities and other permitted activities by a written amendment to this Agreement that both parties execute.

5. CONDITIONS OF ENTRY AND USE

Permittee acknowledges its responsibility to construct the Improvements in the location as specified by the plans submitted, revised, approved, and filed in the Department. By entering into this Agreement, Permittee acknowledges its responsibility to comply with all requirements of construction, occupancy, maintenance, and liability of the Encroachment as specified in this Agreement, Declaration of Maintenance Covenants and Obligations (the "Declaration"), Public Works Code Section 786, Article 2.4 of the Public Works Code ("Excavation in the Public Right-of-Way"), the sidewalk maintenance requirements specified in Public Works Code Section 706, and as directed by the Director. Permittee shall comply and cause its agents to comply, with each of the following requirements in its performance of the Permitted Activities.

5.1 Permits and Approvals; Construction Bonds

5.1.A Requirement to Obtain all Regulatory Permits and Approvals.

Permittee shall obtain any permits, licenses, or approvals of any regulatory agencies ("Regulatory Permits") required to commence and complete any of the Permitted Activities. Promptly upon receipt of any such Regulatory Permits, Permittee shall deliver copies of them to the Department. Permittee recognizes and agrees that no approval by City under this Agreement for purposes of the Permitted Activities shall be deemed to constitute the grant of any or all other Regulatory Permits needed for the Permitted Activities, and nothing herein shall limit Permittee's obligation to obtain all such Regulatory Permits, at Permittee's sole cost.

5.1.B Performance and Labor and Materials Bonds for Construction. As a condition of the Department's authorization to construct the Improvements associated with this Permit, the Permittee shall post a performance bond in the amount of 100% of the City Engineer's estimated cost of construction and a labor and materials bond in the amount of 50% of the City Engineer's estimated cost of construction. The Permittee's posting and Department's reduction and release of such bonds shall be in accordance with the requirements for the construction of public improvements as set forth in the San Francisco Subdivision Regulations.

5.1.C Subsequent Excavation within Permit Area. When maintenance of the Permit Area requires excavation as described in Article 2.4 of the Public Works Code, or prevents accessible public access through the Permit Area, Permittee shall apply for applicable permits from the Department and any other affected City agencies. Permittee or agent of Permittee shall comply with all Department excavation permit bonding or security requirements when performing or causing to be performed any excavations within the Permit Area.

5.2 Exercise of Due Care

During any entry on the PROW to perform any of the Permitted Activities, Permittee shall, at all times and at its sole cost, perform the Permitted Activities in a manner that maintains the PROW in a good, clean, safe, secure, sanitary, and attractive condition. Permittee shall use due care at all times to avoid any damage or harm to the PROW or any Improvements or property located thereon, and to take such soil and resource conservation and protection measures with the PROW as are required by applicable laws and as City may reasonably request in writing. Permittee shall not perform any excavation work without City's prior written approval. Under no circumstances shall Permittee damage, harm, or take any rare, threatened, or endangered species on or about the PROW. While on the PROW to perform the Permitted Activities, Permittee shall do everything reasonably within its power to prevent and suppress fires on and adjacent to the PROW attributable to such entry.

5.3 Cooperation with City Personnel & Agencies

Permittee shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of access to the Improvements and property in, under, on or about the PROW and City and public uses of the PROW.

In the event that City seeks to physically alter or modify the Permit Area for City purposes, the City shall modify or amend this Agreement and require the Permittee at Permittee's cost to modify the Permit Area to accommodate the City project. City shall bear the responsibilities for construction, installation, maintenance, and repair of said alterations or modifications (aside from costs Permittee bears to accommodate the City project) and the alterations or modifications shall be wholly the obligation of the City to maintain and repair unless otherwise agreed upon between the parties to this Agreement.

5.4 Work Schedule

Prior to Public Works issuing written authorization(s) to proceed with the initial or phase of construction for work in connection to the Encroachment Permit, Permittee shall deliver its proposed construction schedule to the Director. If the Director objects to the proposed construction schedule, Permittee shall work in good faith with Public Works to reach a mutually agreeable schedule. Permittee shall complete the activities described in such schedule within the periods specified in such schedule, subject to Unavoidable Delays (defined below). If Permittee wishes to modify the City-approved construction schedule, Permittee shall provide the Director no less than fifteen (15) business days' notice prior to commencing the modified schedule. If the Director objects to the proposed changes to the schedule of performance, Permittee shall work in good faith with Public Works to reach a mutually agreeable schedule prior to modifying the schedule. For purposes of this Section, "Unavoidable Delays" shall mean any delays by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, inability to obtain labor or materials, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Permittee.

5.5 Inspection

Permittee acknowledges its inspection responsibility includes verifying and confirming it has constructed and installed all Improvements in compliance with the approved plans and as specified herein (including, but not limited to, materials, elements, fixtures, etc.). Permittee acknowledges its responsibility to schedule a preconstruction meeting with the required City inspector(s) prior to beginning the initial or phase of construction. Permittee acknowledges the City's responsibility to perform inspections during and after the construction of installed Improvements to confirm general conformance to the approved plans, and such inspections do not relieve the Permittee from its obligations and responsibilities to ensure all work is performed and constructed in accordance with the approved plans.

5.6 Permittee's Maintenance and Liability Responsibilities

5.6.A Permittee to Construct and Maintain Improvements and Encroachments. Permittee acknowledges its maintenance and liability responsibility for Improvements and all other Encroachments (including, but not limited to, materials, elements, fixtures, etc.) in compliance with the approved plans and as specified herein. Permittee agrees to construct and maintain said Encroachments as described in the Agreement and Schedule 3 and in accordance with the approved plans, and as described in the Declaration. Permittee shall reimburse the Department for any work performed by the Department as a result of the Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement. Permittee is wholly responsible for the quality of the work performed in the PROW under this Agreement, and the Permittee is liable for all consequences of any condition of such work and any facilities installed in the PROW. Neither the issuance of any permit nor the inspection, nor the repair, nor the suggestion, nor the approval, nor the acquiescence of any person affiliated with the City shall excuse the Permittee from such responsibility or liability. Notwithstanding the foregoing, the City acknowledges that certain maintenance and repair activities will be performed by the Greater Rincon Hill Community Benefit District (the "CBD") (with such activities denoted on Schedule 3) rather than the Permittee. In furtherance of the foregoing, if the Department, in its discretion, determines that the CBD fails to perform such activities or causes damage in the PROW, or if the Department, in its discretion, determines that injury or damage results from the negligence or willful misconduct of the CBD in the performance of its responsibilities, then the Permittee shall not be responsible and liable hereunder, and no Uncured Default (as hereinafter defined) shall be deemed to have occurred, as a result of the CBD's acts, omissions, negligence or willful misconduct. In the event that the CBD should cease to exist or that the CBD's maintenance and repair responsibilities are changed, then Permittee shall have responsibility for all activities that are no longer the responsibility of the CBD.

5.6.B Operations and Maintenance Plan or Manual. As a condition of the Department's issuance of the notice to proceed for construction of the Improvements or a phase of such construction, the Permittee shall submit to the Department a Maintenance Plan with a detailed description of means and methods to maintain any and all elements of the Permit. The Maintenance Plan should include estimated annual operating expenses, regular maintenance expenses, replacement costs, replacement lifespan, and any specialized equipment necessary for continued operation of the facilities,. At this same time, the Permittee also shall submit an Operations Manual

with a detailed description of how to operate any specialized equipment necessary for continued operation of the facilities along with manufacturer's instructions for operation and other information pertinent information about the equipment. The City Engineer shall review and certify both the Maintenance Plan and Operations Manual. The Permittee shall be free to exercise its maintenance and repair obligations as determined within the Maintenance Plan on a regular basis without the necessity of receiving prior notification from the City. The Permittee shall submit a maintenance monitoring report to the Director on the first anniversary of the City Engineer's certification specified above and once every five years thereafter. The maintenance monitoring report should provide any updates that may be necessary regarding the Maintenance Plan and/or the Operations Manual specified above. The Department, at its discretion, shall determine whether each maintenance monitoring report is satisfactory, and may require Permittee to submit additional monitoring information.

5.6.C Abatement of Unsafe, Hazardous, Damaged, or Blighted Conditions.

Permittee acknowledges its additional maintenance responsibility following receipt of a notice by the Department of an unsafe, damaged, or blighted condition of the Permit. It shall be the responsibility of the Permittee to immediately respond to the notice and restore the site to the condition specified on the approved plan within ten (10) calendar days, unless the Department specifies a shorter or longer compliance period based on the nature of the condition or the problems associated with it; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such ten (10) calendar day period or other period specified by the Department, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. In addition, Permittee acknowledges its responsibility to abate any hazardous conditions as a direct or indirect result of the Encroachment (e.g., slip, trip, and fall hazards), immediately upon receipt of notice from the Department. For unsafe or hazardous conditions, the Permittee shall immediately place or cause to be placed temporary measures to protect the public. Failure to immediately respond to an unsafe or hazardous condition or to not restore the site within the specified time may result in the Department's performing the temporary repair or restoration. Failure to abate the problem also may result in a Notice of Violation citation and/or request for reimbursement fees to the Department for departmental services necessary to abate the condition.

5.6.D Non-standard Materials and Features, Streetlights, and Other Utility Systems That Do Not Meet City's Criteria. If the Permittee elects to install streetlights that do not meet the SFPUC's criteria for operation, maintenance, and repair, the Permittee shall (i) acknowledge its responsibility for the operation, maintenance, repair, and replacement of the streetlights as constructed per the approved Permit plan, (ii) separately meter the streetlights and (iii) be responsible for providing electricity, at its own cost, to the streetlights. As an exception, if the street lights are installed in locations identified by the City as standard streetlight locations, the City may elect to power the streetlights and not require a separate meter. Permittee also acknowledges and agrees to install, operate, maintain, repair, adjust, and replace any storm water control improvements, including but not limited to catch basin(s) and sewer connection(s), in the Permit Area or as required for drainage of the Permit Area per the approved Permit plan. Permittee shall be responsible for any flooding caused by its design, maintenance, or operation of the storm water control improvements. Permittee shall indemnify and hold City harmless against any claims related to Permittee's design, operation, and maintenance of streetlights and any storm water

control-related or storm water-related damage including but not limited to excessive rainfall as set forth below in the Agreement section on indemnification.

5.6.E Permittee Contact Information, Signage. Upon the Department's determination that the Permittee has completed the Improvements in accordance with the City-approved plans, Permittee shall post a sign(s) within the Permit Area that provides a telephone number and other Permittee contact information so that members of the public can contact the Permittee to report a failure to maintain or any other complaints about the Permit. The Department shall approve the number, location, and design of the sign(s).

5.7 Fronting Property Owner's Maintenance, Liability, and Notice Responsibilities

If Permittee is not the Fronting Property owner, Permittee's maintenance responsibility generally shall be limited to the Encroachment area shown in Schedule 1 and its immediate vicinity, including any sidewalk damage directly related to the Encroachment, and Fronting Property owner would be responsible for all other sidewalk maintenance issues under Public Works Code Section 706 to the extent the fronting sidewalk is built to City-standard and is an official City-adopted sidewalk width. If it is unclear whether sidewalk maintenance is the responsibility of Permittee or a Fronting Property owner who is not the Permittee, the Department shall determine which party or parties are responsible. If the situation so warrants, the Department may assign responsibility for sidewalk maintenance to one or more parties, including a Fronting Property Owner who is not the Permittee.

Notwithstanding the above, if Permittee is the Fronting Property Owner, Permit shall transfer automatically to a successor property owner or owners, and the successor owner or owners shall be bound by the terms of the Permit, this Agreement, and the Declaration, subject to the terms and conditions set forth herein.

If Permittee is the Fronting Property Owner, Permittee must notify any successor owner(s) of the existence of the Encroachment and the successor owner's obligation at the time of closing on the subject property and satisfy the other Permittee obligations set forth in this Permit. In addition, Permittee recognizes the recordation of this Permit as providing constructive notice to the public and to any successor owner(s) of the Permit and the Permittee's responsibilities thereunder.

5.8 Annual Certification of Insurance and Security

Annually, Permittee shall submit written evidence to the Department indicating that the requirements of Sections 7 and 8 concerning insurance and, if applicable, security herein have been satisfied.

5.9 Damages, Cleanliness; Restoration of PROW

If any portion of the PROW or any property of City-owned or controlled property located adjacent to the PROW, including other publicly dedicated right-of-ways, is damaged by any of the

activities conducted by Permittee hereunder, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the PROW or property to its previous condition to the satisfaction of the Director.

Immediately following completion of the construction of the permitted Improvement or any of the Permitted Activities hereunder, Permittee shall remove all debris and any excess dirt from PROW and Improvements. Permittee shall restore the PROW to its condition immediately prior to Permittee's commencement of such Permitted Activities to the satisfaction of the Director.

Upon termination or revocation of the Permit, the Permittee shall, within thirty (30) calendar days (plus such additional time the Director determines is reasonably necessary to take the required corrective action in a practical manner given the circumstances), remove or cause to be removed all elements of the Permit Improvements and shall restore the site to a condition satisfactory to the Director without expense to the City unless the Department, in its discretion and in accordance with the Declaration, agrees to an alternative procedure.

If the Improvements were installed pursuant to a Planning Commission approved in-kind agreement, the following additional conditions shall apply:

(a) If the Permittee terminates the Permit after less than twenty (20) years from the date of Permit issuance and the Department requires restoration of some or all of the public right-of-way, the Permittee shall reimburse the Planning Department for a portion of the waived development impact fees;

(b) If the Department revokes the Permit for the Permittee's failure to comply with the terms of the Permit at any time within the twenty (20) years of the date of Permit issuance and the Department requires restoration of some or all of the public right-of-way, the Permittee shall reimburse the Planning Department for a portion of the waived development impact fees;

(c) Under the circumstances described in Subsections (a) or (b) above, the Planning Department shall calculate the outstanding development impact fee amount based the cost of that part of the estimated useful life of the Improvements during which the Improvements existed and the extent of Improvements, if any, that the Department allows to remain in place;

(d) The Department shall work with the Planning Department to ensure that any outstanding development impact fee collected from Permittee is placed into the legislatively authorized fund for such fee.

5.10 Excavation or Temporary Encroachment within the Permit Area

Permittee acknowledges its maintenance responsibility following any excavation or temporary encroachment of any portion or portions of the Permit Area as described below.

5.10.A Excavation by City. Following excavation by any City agency or the City agency's hired contractor, including but not limited to SFPUC and SFMTA, it shall be the responsibility of the Permittee to coordinate with the agency and restore the site to the condition

specified on the approved plan within thirty (30) calendar days following the completion of the excavation or temporary encroachment by the agency; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. In the case of excavations, the agency would be required to backfill and temporarily restore the site to safe conditions to the satisfaction of the Department. Permittee shall then, at its own expense, restore or cause to be restored the excavated portion or portions of the Permit Area to the condition specified on the approved plan within thirty (30) calendar days; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. Notwithstanding the above, after the completion of any excavation or temporary encroachment, and before the Permittee undertakes any restoration of the applicable portion of the Permit Area to the conditions specified in the approved plans, the Permittee and the City shall confer as to whether any party (e.g., the City, any agency, or a private party) intends to perform any work (e.g., any excavation or temporary encroachment) in the future that would be likely to damage, disrupt, disturb, or interfere with any restoration of the Permit Area. If such future work is anticipated, then the Permittee may request that the Department extend the restoration deadline to the date which is thirty (30) calendar days after such future work is completed (subject to extension to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period), and such request for an extension shall not be unreasonably withheld, conditioned, or delayed. Furthermore, such deadline shall automatically be extended if the City, any agency, or a private party is scheduled to perform future work within the Permit Area within the six (6) month period following the completion of the prior excavation or temporary encroachment. If the restoration deadline is extended as set forth above, then the Permittee shall be obligated to complete the restoration within the timeframes specified in this Agreement.

5.10.B Excavation by Private Parties. Following any excavation or temporary encroachment of any portion or portions of the Permit Area by a private party (e.g., contractor, property owner, or resident or any company or entity holding a valid Utility Conditions Permit), it shall be the responsibility of the private party and the Permittee to coordinate the restoration of the site and the private party shall bear all the cost of restoration and cooperate with the Permittee on how the restoration is performed; provided, however, that in all events the private party shall be required to restore the excavated portion or portions of the Permit Area to the condition specified on the approved plan within thirty (30) calendar days after completion of the excavation or temporary encroachment. If the private party fails to perform such restoration, then the Permittee should notify the Department of such failure in writing and allow any Departmental corrective procedures to conclude prior to pursuing any and all claims against such private party related thereto should the permittee have such third-party rights.

5.10.C Temporary Encroachments for Entities Other Than Permittee. In the case of temporary encroachments for entities other than the Permittee, the City or a City-approved permittee may occupy a portion or portions of the Permit Area, which may require the temporary relocation of a portion of the Permit Area or Improvements (elements or fixtures). It shall be the responsibility of the City or a City-approved permittee to protect in-place any undisturbed portion

of the Permit Area. Where a portion of the Permit Area requires temporary removal or relocation, it shall be the responsibility of both the City or City-approved permittee and Permittee to coordinate the temporary removal and storage of the portion of the Permit Area; provided, however, that such temporary removal and storage shall be at the City-approved permittee's sole cost and expense. Notwithstanding the prior sentence, the City or its contractors shall not be responsible for the cost and expense of any temporary removal and storage. The Permittee shall be responsible for ensuring the Permit Area has been restored within thirty (30) calendar days following the completion of the temporary encroachment; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. Notwithstanding the above, after the completion of a temporary encroachment, and before the Permittee undertakes any restoration of the applicable portion of the Permit Area to the conditions specified in the approved plans, the Permittee and the City shall confer as to whether any further temporary encroachment by any party (public or private) will occur that would be likely to damage, disrupt, disturb or interfere with any restoration of the Permit Area. If such future temporary encroachment is anticipated, then the Permittee may request that the Department extend the restoration deadline to the date which is thirty (30) calendar days after such future temporary encroachment is completed (subject to extension to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period), and such request for an extension shall not be unreasonably withheld, conditioned or delayed. Furthermore, such deadline shall automatically be extended if temporary encroachment in favor of any party is scheduled within the Permit Area within the six (6) month period following the completion of the prior temporary encroachment. If the restoration deadline is extended as set forth above, then after the completion of such future temporary encroachment, the Permittee shall be obligated to complete the restoration within the timeframes specified in this Agreement.

For City's temporary encroachments, Permittee shall be responsible for any costs for restoration and maintenance associated with restoration of the Permit Areas. For City-approved permittee's temporary encroachments, the City-approved permittee shall be responsible for any costs for restoration and maintenance associated with restoration of the Permit Areas and the obligation to restore under this section shall be conditioned upon the City-approved permit.

5.11 Revocability

Permittee acknowledges and agrees that the obligations of the Permittee or successor owner(s) to perform the Permitted Activities shall continue for the term of the Permit or as otherwise addressed pursuant to the Declaration. The City reserves the right to revoke the Permit under the procedures set forth in the Public Works Code Sections 786 et seq. and as specified in the BOS approval of this permit.

Permittee's or successor owner's obligation to remove the Encroachment and restore the right-of-way to a condition satisfactory to Director of Public Works shall survive the revocation, expiration, or termination of this Permit. When the Fronting Property Owner is the Permittee the Declaration will provide additional detail on how the Department may address Permittee's obligation in the case of revocation or termination.

The City and any and all City subdivisions or agencies shall be released from the responsibility to maintain the existence of the Encroachment and shall not be required to preserve or maintain the Encroachment in any capacity following the termination or revocation of the Permit unless the Department, in its discretion and in accordance with the Declaration, agrees to an alternative procedure.

5.12 Green Maintenance Requirements

In performing any Permitted Activities that require cleaning materials or tools, Permittee, to the extent commercially reasonable, shall use cleaning materials or tools selected from the Approved Alternatives List created by City under San Francisco Environmental Code, Chapter 2, or any other material or tool approved by the Director. Permittee shall properly dispose of such cleaning materials or tools.

6. USE RESTRICTIONS

Permittee agrees that the following uses of the PROW by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below. The list of prohibited uses includes, but is not limited to, the following uses.

6.1 Improvements

Permittee shall not make, construct, or place any temporary or permanent alterations, installations, additions, or improvements on the PROW, structural or otherwise, nor alter any existing structures or improvements on the PROW (each, a "Proposed Alteration"), without the Director's prior written consent in each instance. Director shall have a period of thirty (30) days from receipt of request for approval of an Improvement or Proposed Alteration to review and approve or deny such request for approval. Should the Director fail to respond to such request within said thirty (30) day period, Permittee's Proposed Improvement or Proposed Alteration shall be deemed disapproved. In requesting the Director's approval of an Improvement or a Proposed Alteration, Permittee acknowledges that the Director's approval of such Improvement or Proposed Alteration may be conditioned on Permittee's compliance with specific installation requirements and Permittee's performance of specific on-going maintenance thereof or other affected PROW. If Permittee does not agree with the Director's installation or maintenance requirements for any Improvement or Proposed Alteration, Permittee shall not perform the Improvement or the Proposed Alteration. If Permittee agrees with the Director's installation or maintenance requirements for any Improvement or Proposed Alteration, prior to Permittee's commencement of such Improvement or Proposed Alteration, Permittee and the Director shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from the Director shall not be required for any repairs and replacements made pursuant to and in accordance with the Permitted Activities.

If Permittee performs any City-approved Improvement or Proposed Alteration, Permittee shall comply with all of the applicable terms and conditions of this Agreement, including, but not limited to, any and all conditions of the proposed improvement(s) or alteration(s).

6.2 Dumping

Permittee shall not dump or dispose of refuse or other unsightly materials on, in, under, or about the PROW.

6.3 Hazardous Material

Permittee shall not cause, nor shall Permittee allow any of its agents to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the PROW, or transported to or from the PROW. Permittee shall immediately notify City if Permittee learns or has reason to believe that a release of Hazardous Material has occurred in, on, or about the PROW. In the event Permittee or its agents cause a release of Hazardous Material in, on, or about the PROW, Permittee shall, without cost to City and in accordance with all laws and regulations, (i) comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination, and (ii) return the PROW to a condition which complies with applicable law. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the PROW or are naturally occurring substances in the PROW, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the PROW.

Notwithstanding anything herein to the contrary, Permittee shall have no liability whatsoever (including, without limitation, the costs of any investigation, any required or necessary repair, replacement, remediation, cleanup or detoxification, or preparation and implementation of any closure, monitoring, or other required plans) with respect to any release or threatened release of any Hazardous Material on, in, under or about the PROW to the extent Permittee was not the source of such Hazardous Material and neither Permittee nor its agents caused the release or threatened release of the Hazardous Material. Permittee shall not be listed or identified as the

generator or responsible party of any waste required to be removed from the PROW, and will not sign any manifests or similar environmental documentation, with respect to any Environmental Condition (as hereinafter defined) unless Permittee or its agents are the source or have caused release of such Hazardous Material. "Environmental Condition" shall mean any adverse condition relating to the release or discharge of any Hazardous Materials on, in, under, or about the PROW by any party other than Permittee or its agents.

6.4 Nuisances

Permittee shall not conduct any activities on or about the PROW that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public. The parties hereby acknowledge that customary use of landscaping and similar equipment (such as lawn mowers, clippers, hedge trimmers, leaf blowers, etc.) that would typically be used to perform the Permitted Activities shall not be considered a nuisance under this Section 6.4 if they are used in compliance with all applicable laws.

6.5 Damage

Permittee shall use due care at all times to avoid causing damage to any of the PROW or any of City's property, fixtures, or encroachments thereon. If any of the Permitted Activities or Permittee's other activities at the PROW causes such damage, Permittee shall restore such damaged property or PROW to the condition it was in prior to the commencement of such Permittee activity to the Director's satisfaction. If any of the Permitted Activities or Permittee's other activities at the PROW causes damage to property and/or public right of way, Permittee shall notify City and shall reimburse City for its costs, if the City restores such damaged property and/or public right of way, to the condition it was in prior to the commencement of such Permittee activity.

7. INSURANCE

7.1 As described below, Permittee shall procure and keep insurance in effect at all times during the term of this Agreement, at Permittee's own expense, and cause its contractors and subcontractors to maintain insurance at all times, during Permittee's or its contractors performance of any of the Permitted Activities on the public right-of-ways. If Permittee fails to maintain the insurance in active status, such failure shall be grounds for the Department to revoke the Permit and cause the Permittee to remove the Encroachments and restore the public right-of-way to a condition satisfactory to the Director without expense to the City.

7.1.A An insurance policy or insurance policies issued by insurers with ratings comparable to A-VIII, or higher that are authorized to do business in the State of California, and that are satisfactory to the City. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder;

7.1.B Commercial General Liability Insurance written on an Insurance Services Office (ISO) Coverage form CG 00 01 or another form providing equivalent coverage with limits

not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including coverages for contractual liability, personal injury, products and completed operations, independent permittees, and broad form property damage;

7.1.C Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable for any vehicles brought onto PROW; and

7.1.D Workers' Compensation Insurance, in statutory amounts, with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

7.2 All liability policies required hereunder shall provide for the following: (i) name as additional insured the City and County of San Francisco, its officers, agents, and employees, jointly and severally; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement; and (iii) stipulate that no other insurance policy of the City and County of San Francisco will be called on to contribute to a loss covered hereunder.

7.3 Limits may be provided through a combination of primary and excess insurance policies. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

7.4 All insurance policies shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal or material reduction in coverage, or depletion of insurance limits, except for ten (10) days' notice for cancellation due to non-payment of premium, to both Permittee and City. Permittee shall provide a copy of any notice of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage to Department within one business day of Permittee's receipt. Permittee also shall take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced or depleted coverage, or obtain the full coverage required by this Section from a different insurer meeting the qualifications of this Section. Notices shall be sent to the Department of Public Works, Bureau of Street Use and Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA, 94103. The permission granted by the Permit shall be suspended upon the termination of such insurance. Upon such suspension, the Department and Permittee shall meet and confer to determine the most appropriate way to address the Permit. If the Department and Permittee cannot resolve the matter, the Permittee shall restore the right-of-way to a condition acceptable to the Department without expense to the Department. As used in this Section, "Personal Injuries" shall include wrongful death.

7.5 Prior to the Effective Date, Permittee shall deliver to the Department certificates of insurance and additional insured policy endorsements from insurers in a form reasonably satisfactory to Department, evidencing the coverages required hereunder. Permittee shall furnish complete copies of the policies upon written request from City's Risk Manager. In the event Permittee shall fail to procure such insurance, or to deliver such certificates or policies (following written request), Department shall provide notice to Permittee of such failure and if Permittee has not procured such insurance or delivered such certificates within five (5) days following such notice, City may initiate proceedings to revoke the permit and require restoration of the public right-of-way to a condition that the Director deems appropriate.

7.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

7.7 Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should any occurrences during the term of this Agreement give rise to claims made after expiration of this Agreement, such claims shall be covered by such claims-made policies.

7.8 Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the PROW, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

7.9 Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Agreement or any of Permittee's other obligations hereunder. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

8. VIOLATIONS; SECURITY FOR PERFORMANCE

8.1 Notices of Violation; Uncured Defaults

The Permittee acknowledges that the Department may issue a Correction Notice, or other form of notice, to inform the Permittee that there is an unsafe, hazardous, damaged, and/or blighted condition(s) within the permitted area. If the Permittee fails to respond to the notice of correction by abating the identified condition(s) within the allotted time specified herein or on the notice, the Department may issue a Notice of Violation ("NOV"). The NOV will identify each violation which may be accompanied by fines per applicable code(s) and specify the time frame in which to abate. If abatement is not completed, an Uncured Default, as required per the NOV, additional fines may be incurred, or the Department may choose to abate the condition(s) at Permittee's cost. Costs may

include but are not limited to administrative, design, construction, and material, and staff time of any affected City department. An "Uncured Default" shall mean Permittee's failure to timely cure any violation specified in a Notice of Violation within thirty (30) days after receipt of the Notice of Violation, or if such default is of a kind which cannot be reasonably cured within thirty (30) days, Permittee's failure to commence to cure such violation within such thirty (30) day period and to diligently thereafter prosecute such cure to completion. The Notice of Violation shall be deemed received no later than three (3) business days after it has been delivered to the United States Postal Service or other courier service. In the event of an emergency or other situation presenting a threat to public health, safety, or welfare, the Director may require the violation to be cured in a period less than thirty (30) days and may provide notice to the Permittee in an expedited manner that will be deemed received upon the Director's issuance of such notice. Permittee shall pay the penalties and fees associated with any Notice of Violations or if the Permittee wishes to dispute a Notice of Violation, it may submit a written explanation to the Director and Permittee's obligations with respect to the NOV, including any requirement to pay any penalties or fees, shall be suspended (and no penalties or interest shall accrue) during the period of such appeal. The Director, in his or her discretion, may hold a public hearing on the dispute in front of an administrative hearing officer. Permittee agrees to comply with any final written decision that the Director makes in regard to a dispute. In all cases where a public hearing is conducted, the Director shall issue a final written decision on his or her determination to approve, conditionally approve, modify, or deny the hearing officer's recommendation. Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement shall result in fees in accordance with the applicable Codes and Orders adopted by the City and in effect at the time of the Notice of Violation.

8.2 Security Deposit Required for Uncured Default of Fronting Property Owner Permittee

Uncured Default of Fronting Property Owner Permittee. The security deposit for an uncured default of the Fronting Property Owner Permittee shall be addressed in the Declaration as specified in Section 8.3 that is a companion to this Agreement. In no case shall the security deposit be less than twice the annual cost of maintenance as estimated by the Permittee in the Maintenance Plan and verified by the City as specified in Section 5.6(b).

8.3 Fronting Property Owners Must Enter Into Maintenance Covenant

If Permittee is the Fronting Property Owner, said Owner shall record against title a Declaration with the City as a third party beneficiary and signatory to the Declaration.

8.4 Permittees That Are Not Fronting Property Owners Shall Pay an Annual Encroachment Maintenance Endowment

If Permittee is not the Fronting Property Owner, Permittee shall pay to the Department an annual encroachment maintenance endowment on the anniversary of the date of permit approval. The annual endowment shall be 20% of the annual cost of maintenance as estimated by the Permittee in the Maintenance Plan and verified by the City as specified in Section 5.6(b). Such payments shall be made for the first 10 years of the Permit. Should Permittee fail to perform its

obligations under this Permit, the Department may use such endowment to reimburse City costs related to this Encroachment Permit or for restoration of the public right-of-way to a condition acceptable to the Director. To the extent that the Department uses such endowment for these purposes, the Permittee shall replenish the endowment fund for such costs. Should the Permittee terminate or abandon the permit, the Department may use any remaining endowment to maintain the Encroachment Permit Area, to restore the public right-of-way to a condition acceptable to the Director, or to address other Encroachment Permit locations in the City where a permittee terminates or abandons his or her permit.

9. CITY'S RIGHT TO CURE DEFAULTS BY PERMITTEE

If Permittee fails to perform any of its obligations under this Agreement at any time and/or fails to address a notice of correction, to restore the PROW or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Agreement, then City may issue a Notice of Violation demanding that the violation be cured. If Permittee does not cure the violation within thirty (30) days after receipt of the NOV or a shorter period as specified by the Department in the NOV based on the nature of the condition or the problems associated with it, or if such default is of a kind which cannot reasonably be cured within thirty (30) days (or such shorter period), and Permittee does not within the compliance period that the Department specifies in the NOV commence to cure such default and diligently thereafter prosecute such cure to completion, then City may, at its sole option, remedy such failure on Permittee's account and at Permittee's expense by providing Permittee with five (5) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to perform any act that Permittee is obligated to perform. Permittee shall pay to City within thirty (30) days of written demand, all costs, damages, expenses, or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAWS

Permittee shall, at its expense, conduct and cause to be conducted all activities on the PROW allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the PROW any and all business and other licenses or approvals necessary to conduct the Permitted Activities. Nothing herein shall limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers. At the Director's written request, Permittee shall deliver written evidence of any such regulatory approvals Permittee is required to obtain for any of the Permitted Activities.

11. SIGNS

Permittee shall not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the PROW without the Director's written prior consent, which the Director may give or withhold in its sole discretion; provided, however, that Permittee may install any temporary sign that is reasonably necessary to protect public health or safety during the performance of a Permitted Activity.

12. UTILITIES

City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the PROW, other than those owned by SFPUC or another City department on behalf of the City and subject to public dedication and acceptance for maintenance and liability. With respect to activities conducted by or on behalf of Permittee (as opposed to third-parties, including the City, utility companies and private third-parties), Permittee has the sole responsibility to locate such utilities and protect them from damage. To the extent required as a result of or in connection with activities conducted by or on behalf of Permittee (as opposed to third-parties, including the City, utility companies and private third-parties), Permittee shall arrange and pay for any necessary temporary relocation of City and public utility company facilities, subject to the prior written approval by City and any such utility companies of any such relocation. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

Permittee acknowledges that it will provide and not obstruct access to any utilities and facilities owned and operated by any City or public utility company at any time within the Permit Area for maintenance, repair, and/or replacement. Furthermore, with respect to City owned and operated utilities and facilities, the Permittee acknowledges that following any such access, the City's restoration shall include only back-fill and patch restoration. The City shall not replace special finishes, structures, and surface improvements that the City may remove or damage in connection with such access. The City shall not be responsible for any property damage, injury, death, or flooding related to the condition, operation, maintenance, or repair of non-City improvements or other non-City utilities.

Permittee's obligations shall not include maintaining any underground utilities not associated with its operations of the Permit Area, nor shall its obligations include maintenance of any improvements outside of the Permit Area (Schedule 1 depicts Permit Area). The Permittee shall have no obligation in regard to signing or striping associated with traffic guidance and safety on those portions of the public right-of-ways outside of the Permit Area. Should any agency other than a City department require access to any of the underground utilities for maintenance or repair, the Department shall impose permit or authorization conditions that such agency provide at least fourteen (14) calendar days' advance written notice and coordinate any such work with the Permittee. The City shall have access available 24 hours a day, 7 days a week as needed for maintenance purposes and the Department will strive to cooperate with affected City department to provide written notice to the Permittee for such work. In the case on an emergency, the City need not notify the Permittee of the work until after the emergency situation has been abated at

which point the Department will strive to cooperate with affected City department to provide written notice to the Permittee concerning the emergency work.

13. NO COSTS TO CITY; NO LIENS

Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the PROW pursuant to this Agreement, and shall keep the PROW free and clear of any liens or claims of lien arising out of or in any way connected with its (and not others') use of the PROW pursuant to this Agreement.

14. "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION OF PROW; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee acknowledges and agrees that Permittee installed the Encroachments contemplated in the Encroachment permit application and has full knowledge of the condition of the Encroachments and the physical condition of the PROW. Permittee agrees to use the PROW in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the PROW or any facilities on the PROW for Permittee's performance of the Permitted Activities. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules, and ordinances governing the use of the PROW, and to any and all covenants, conditions, restrictions, encroachments, occupancy, permits, and other matters affecting the PROW, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the PROW and all matters relating to its use of the PROW hereunder, including, without limitation, the suitability of the PROW for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the PROW in the manner contemplated hereby.

Under California Civil Code Section 1938, to the extent applicable to this Agreement, Permittee is hereby advised that the PROW has not undergone inspection by a Certified Access Specialist ("CAS") to determine whether it meets all applicable construction-related accessibility requirements.

15. NO ASSIGNMENT; FUTURE PERMITTEE PROPERTY OWNERS

This Agreement shall bind Permittee and all future fee owners of all or any portion of the Permittee's Property, with each party acquiring fee ownership of any or all of the Permittee Property being deemed to have assumed the Permittee obligations under this Agreement at the time of such acquisition of fee ownership; provided, however, that if any or all of the Permittee's Property is converted into condominiums, the obligations of Permittee under this Agreement shall be those of the homeowners association established for such condominiums, rather than of the individual owners of such condominiums. This Agreement shall be the obligation of Permittee and each future fee owner of all or any of the Permittee's Property, and may not be assigned, conveyed, or otherwise transferred to any other party under any circumstances. Successor

owner(s) of Permittee's Property shall be subject to the revocation and termination provisions set forth in this permit. Any attempt to assign, convey, or otherwise transfer this Agreement to any party that does not own all or part of the Permittee's Property shall be null and void. It is intended that this Agreement binds the Permittee and all future fee owners of all or any of the Permittee's Property only during their respective successive periods of ownership; and therefore, the rights and obligations of any Permittee or its respective successors and assignees under this Agreement shall terminate upon transfer, expiration, or termination of its interest in the Permittee's Property, except that its liability for any violations of the requirements or restrictions of this Agreement, or any acts or omissions during such ownership, shall survive any transfer, expiration, or termination of its interest in the Permittee's Property.

16. TRANSFER AND ACCEPTANCE PROCEDURES

Permittee is prohibited from transferring the Permit to any person or entity that is not the Fronting Property Owner or the successor fee owner of all or any portion of the Permittee's property. Only the Board of Supervisors may authorize the transfer or assignment of all or a portion of the Permit to a person or entity other than the Fronting Property Owner or the successor fee owner of all or any portion of the Permittee's property.

If Permittee is the Fronting Property Owner, the Permit is automatically transferred to any successor owner(s). If the Permittee is the Fronting Property Owner and is selling the property, the successor owner(s) shall submit contact information to the Department immediately upon closing on the property sale along with an acknowledgement that the successor owner(s) shall accept and assume all Permit responsibilities. The Department may require that such a transfer be evidenced by a new written Agreement with the Director, along with any other conditions that the Director deems appropriate, such as providing evidence of insurance within a specified period of time.

17. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on Permittee's interest under this Agreement or use of the PROW pursuant hereto and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the PROW that may be imposed upon Permittee by applicable law (collectively, a "Possessory Interest Tax"). Permittee shall pay all of such charges when they become due and payable and before delinquency. The parties hereto hereby acknowledge that the PROW will be a public open space during the term of this Agreement and Permittee's use of the PROW pursuant to this Agreement is intended to be non-exclusive and non-possessory.

18. PESTICIDE PROHIBITION

Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on

PROW, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Permittee to submit to the Director an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the PROW during the term of this Agreement, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Permittee, through the Director, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 303 thereof.

19. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the PROW. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

20. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the PROW. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

21. CONFLICTS OF INTEREST

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

22. FOOD SERVICE WASTE REDUCTION

If there is a City permit or authorization for the Permit Area that will allow food service, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein and the Permittee will be treated as a lessee for purposes of compliance with Chapter 16. This provision is a material term of this Agreement. By entering into this Agreement, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather as mutually agreed upon monetary damages sustained by City because of Permittee's failure to comply with this provision.

23. GENERAL PROVISIONS

Unless this Agreement provides otherwise: (a) This Agreement may be amended or modified only in writing and signed by both the Director and Permittee; provided that the Director shall have the right to terminate or revoke the Permit in accordance with this Agreement by providing written notice of such termination or revocation to Permittee. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made in the sole and absolute discretion of the Director or other authorized City official. (d) This instrument (including the schedules hereto), the Permit, the Board of Supervisors legislation approving the Permit, the Declaration [if applicable], and any authorization to proceed, discussions, understandings, and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Director shall have the sole discretion to interpret and make decisions regarding any and all discrepancies, conflicting statements, and omissions found in the Permit, Agreement, Schedule 1, and Approved Plans. (f) Time is of the essence. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

24. INDEMNIFICATION

Permittee, on behalf of itself and its successors and assigns ("Indemnitors"), shall indemnify, defend, and hold harmless ("Indemnify") the City including, but not limited to, all of its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the Department, and all of the heirs, legal representatives, successors, and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Permit Area from the use contemplated hereunder; (b) any default by such Indemnitors in the observation or performance of any of the terms, covenants, or conditions of this Permit to be observed or performed on such Indemnitors' part; (c) the use or occupancy or manner of use or occupancy of the Permit Area by such Indemnitors or any person or entity claiming through or under such Indemnitors; (d) the condition of the Permit Area; (e) any construction or other work undertaken by such Indemnitors permitted or contemplated by this Permit; (f) any acts, omissions, or negligence of such Indemnitors in, on, or about the Permit Area by or on behalf of such Indemnitors; (g) any injuries or damages to real or personal property, goodwill, and persons in, upon, or in any way allegedly connected with the use contemplated hereunder from any cause or Claims arising at any time; and (h) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Indemnitors in, under, on, or about the Permit Area; Permittee agrees to Indemnify as provided in this Section 24 regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants, and experts, and related costs and the City's costs of investigating any Claim. Permittee on behalf of the Indemnitors specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this Indemnity even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to such Indemnitors by the City and continues at all times thereafter. As used herein, "hazardous material" means any substance, waste, or material which, because of its quantity or concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work. It is expressly understood and agreed that the applicable Indemnitor shall only be responsible for claims arising or accruing during its period of ownership of the Fronting Property.

25. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application

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

[Signature Page to Follow]

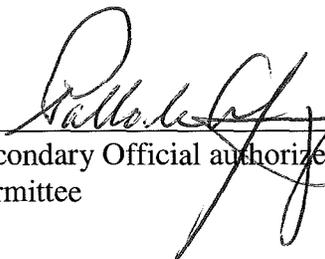
In witness whereof the undersigned Permittee(s) have executed this agreement this _____ day of _____, 20__.

PERMITTEE:

45 LANSING DEVELOPMENT, LLC, a Delaware limited liability company



Fronting Property Owner or Official
authorized to bind Permittee



Secondary Official authorized to bind
Permittee

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS, a
municipal corporation



City Engineer of San Francisco



7/7/17
Director of Department of Public Works

SCHEDULE 1
Description and Depiction of PROW

SCHEDULE 2
Description and Depiction of Permittee's Property

SCHEDULE 3

Construction, Maintenance, Repair, and Replacement Activities

The following scope of work is intended to define, describe, state, and outline the Owner maintenance, repair, and replacement obligations at the Public Right-of-Way pursuant to the Declaration to which this Exhibit is attached (the “**Maintenance Work**”):

I. **DAILY SERVICES.** The Encroachment Permit area and its perimeter is to be kept clean and neat, free from trash, debris, fallen leaves and waste. Each day Owner is expected to perform the following minimum cleaning operations:

A. **General Maintenance**

- 1.* Wipe and clean all steel, metal, steel, benches, lamps, glass, gates, planters, railings, boulders, cobblestone, drinking fountain, signs and other surfaces.
2. Remove foreign matter from sidewalks and tree containers surrounding trees before 8:00 am.
3. Sweep or blow clean all walkways, curbs and gutters within and around Public Right-of-Way.
- 4.* Inspect for graffiti daily and remove graffiti within the earlier to occur of the following: (1) forty-eight hours of discovery by Owner or (2) upon receiving any written City request for such removal; "Graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement on the Public Right-of-Way, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards or fencing, without the consent of the City or its authorized agent. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; (2) any mural or other painting authorized to be in the Public Right-of-Way, either permanent or temporary; or (3) any sign or banner that is authorized by the City's Director of Public Works.

B. **Trash**

1. Keep trash areas clean and swept and maintain adequate bins for trash, or as otherwise directed in writing by City's Director of Public Works.
2. Empty trash, causing deposited items to be thrown away as appropriate and re-line bins.

* To be performed by the Greater Rincon Hill Community Benefit District.

II. WEEKLY SERVICES

A. Landscaping

1. Tree maintenance, as needed.
2. Prune back shrubs.
3. Water all plants as necessary to keep green and in good condition.
4. Collect all dead leaves.
5. Prune all groundcover overhanging onto walkways and grass areas.
6. Remove litter and leaves from plants, planters and tree wells.
7. Remove any broken or fallen branches from trees; remove sucker growth from tree trunks.
8. Remove any weeds larger than 2 inches (5 cm) high or wide (at the designated time for performing the weekly services) from planters. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
9. Replace bark mulch or rocks that have been knocked or washed out of planters or planting areas. Smooth mulch or rock layer if it has been disturbed.
10. Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement (such as dying or dead plants).
11. Hand water any plants that are dry and stressed.
12. Treat for any signs of disease or pest infestation. Report to City any treatments for disease or pest control.
13. Check the irrigation system. Make emergency and routine repairs as needed.
14. Adjust the irrigation controllers for current water needs of plants.

B. Drain covers to be checked and debris cleared away as needed.

C. Power wash all sidewalks and paved areas two (2) times a week and as needed during any rainy season.

D. Wash trash bins weekly.

E. Clean, wipe and polish all lamps (high to low areas) and signs.

IV. YEARLY

A. Trim trees annually unless needed on a more regular basis or as required on a case-by-case basis.

B. Every two years, apply anti-graffiti coating to all surfaces except for the City artwork, if any is included in the design.

C. Every three years apply concrete reveal.

V. GENERAL

All repairs and replacements made by Owner or its employees, contractors, subcontractors, agents or representatives within the Public Right-of-Way as part of the Maintenance Work shall be performed: (a) at no cost to the City; (b) with materials and techniques that are equal or better in quality, value and utility to the original material or installation, if related to repair or replacement of existing improvements; (c) in a manner and using equipment and materials that will not unreasonably interfere with or impair the operations, use or occupation of the Public Right-of-Way; and (d) in accordance with all applicable laws, rules and regulations.

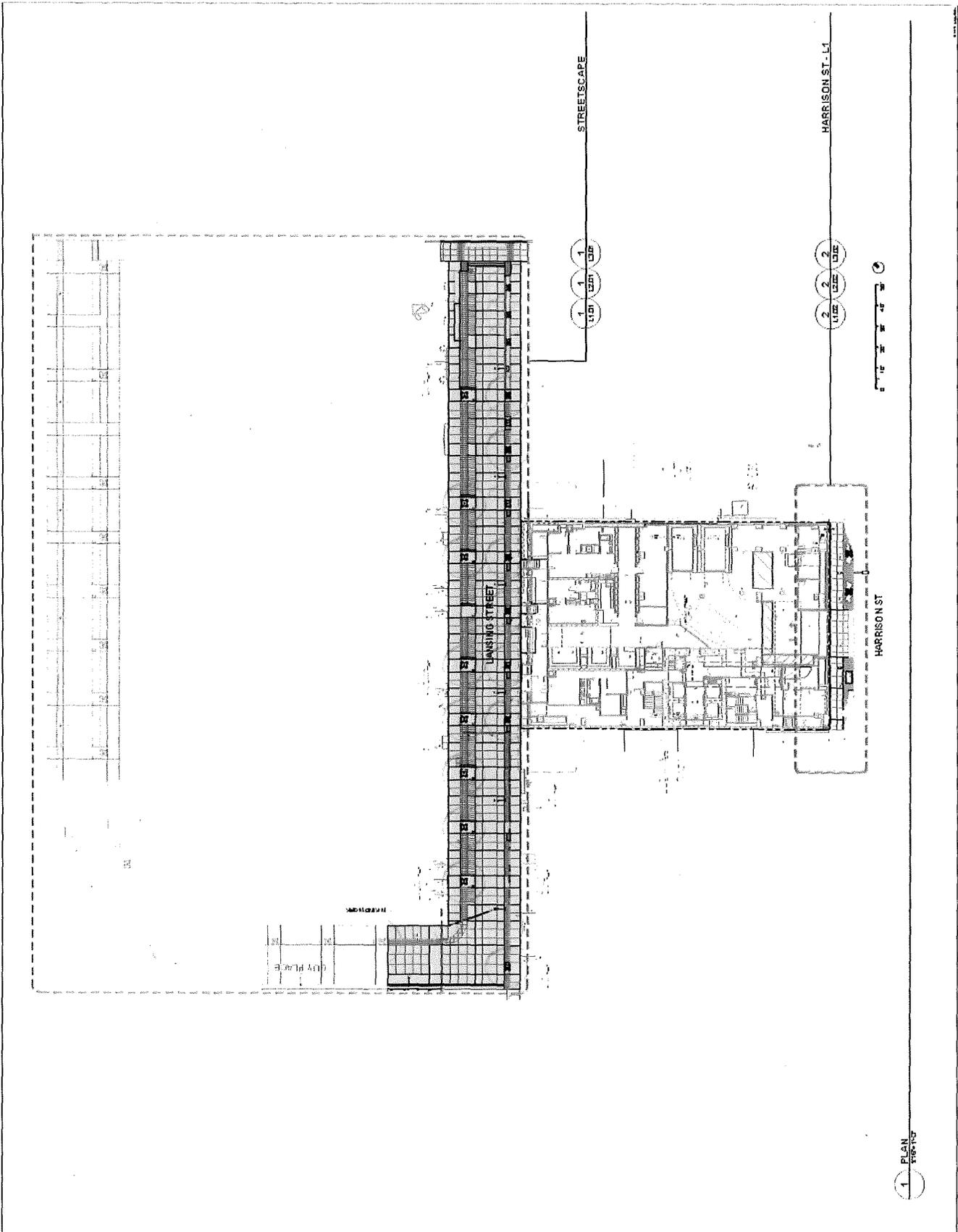
If any Maintenance Work performed by or for Owner at the Public Right-of-Way does not meet the quality standards set forth herein, as determined by the Director of City's Department of Public Works or the Director of the City's Department of the Environment, such work shall be re-done by Owner at its sole cost.

SCHEDULE 1

Description and Depiction of PROW

Lansing Street Right of Way, from the End of Guy Street to First Street

The reconstruction of Lansing Street into a “shared street”, as detailed in the Rincon Hill Streetscape Master Plan, including decorative concrete paving, new trees and street lights. Approximately dimensions are 36' x 380', or 13,680 sq. ft.



1 PLAN
1/10/10

SCHEDULE 2

Description and Depiction of Permittee's Property

The land referred to is situated in the City and County of San Francisco, State of California, and is more particularly described as follows:

Beginning at a point on the northwesterly line of Harrison Street, distant thereon 125 feet southwesterly from the southwesterly line of First Street; running thence southwesterly along said line of Harrison Street 100 feet; thence at a right angle northwesterly 150 feet deed, (150.21 feet survey) to the southeasterly line of Lansing Street; thence at a right angle northeasterly along said line of Lansing Street 100 feet; thence at a right angle southeasterly 150 feet deed, (150.21 feet survey) to the point of beginning.

Being portion of 100 Vara Block No. 349.

Being all that certain real property described on that certain map entitled "Final Map No. 7633", filed on September 12, 2014, in Book 124 of Parcel Maps, at Pages 144 through 146, inclusive, Official Records of the City and County of San Francisco, State of California.

Assessor's Lot 059; Block 3749

Property Address: 45 Lansing Street, San Francisco, CA 94105

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:

City and County of San Francisco
Public Works
City Hall, 1 Dr. Carlton B. Goodlett Place, Room 348
San Francisco, CA 94102
Attn: Director of Public Works

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

DECLARATION OF MAINTENANCE COVENANTS AND OBLIGATIONS

This Declaration of Maintenance Covenants and Obligations ("**Declaration**") is dated for reference purposes only as of _____, 20__ by 45 LANSING DEVELOPMENT, LLC, a Delaware limited liability company ("**Owner**"), in favor of CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), with reference to the following facts:

RECITALS

A. On the public right-of-way adjacent to a portion of the Owner's Property, as fully described and depicted on the attached Exhibit A, Owner has constructed certain public right-of-way improvements as fully described and depicted on the attached Exhibit B (the "**Right-of-Way Improvements**").

B. Owner has agreed to maintain the Right-of-Way Improvements under Major Encroachment Permit No. 15ME-0003 (as may be amended from time, the "**Encroachment Permit**"), which the City's Department of Public Works issued to Owner for the construction and maintenance of the Right-of-Way Improvements, and under the Major Encroachment and Maintenance Agreement issued by City for the Right-of-Way Improvements (as may be amended from time, the "**Encroachment Agreement**"). The Encroachment Permit and Encroachment Agreement are attached hereto as Exhibit C.

C. City is permitting or has permitted Owner to install the Right-of-Way Improvements pursuant to the Encroachment Permit and Encroachment Agreement, and Owner accordingly agrees to provide for the maintenance of the Right-of-Way Improvements, according to the terms and conditions specified below.

AGREEMENT

NOW, THEREFORE, Owner hereby declares that the Owner Property is held and will be held, transferred, encumbered, developed, improved, used, sold, conveyed, leased and occupied subject to the following covenants, conditions, agreements, and restrictions, for the benefit of City,

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

which covenants, conditions, agreements and restrictions shall run with and be binding upon the land and shall be enforceable by City at any time and at City's sole discretion.

1. Maintenance of Right of Way Improvements.

(a) Commencing on the date the City Engineer issues a Determination of Substantial Completion for the Right-of-Way Improvements unless the permitted work already has received such a Determination, Owner shall maintain the Right-of-Way Improvements (the "**Maintenance Work**") as described in the attached Exhibit D and in compliance with the terms and conditions of the Encroachment Permit and the Encroachment Agreement, as either may be modified by City and Owner, and Owner shall comply with all of Owner's obligations under the Encroachment Permit and the Encroachment Agreement. Owner acknowledges and agrees that City and Owner may mutually modify the scope of the Maintenance Work at any time through a written amendment to this Declaration, which City and Owner each shall have the right to record in the Official Records of San Francisco County. Owner further acknowledges and agrees that City and Owner may amend the Encroachment Permit or the Encroachment Agreement at any time in a writing executed by City and Owner, and such amendment need not be recorded in the Official Records of San Francisco County to be effective or to bind any successors in interest to all or any portion of the Owner Property.

Notwithstanding the foregoing, the City acknowledges that certain Maintenance Work will be performed by the Greater Rincon Hill Community Benefit District (the "**CBD**") (with such activities denoted on Exhibit D) rather than Owner. In furtherance of the foregoing, if the City, in its discretion, determines that the CBD fails to perform such activities or causes damage in the PROW (as defined in the Encroachment Agreement), or if the City, in its discretion, determines that injury or damage results from the negligence or willful misconduct of the CBD in the performance of its responsibilities, then Owner shall not be responsible and liable hereunder, and no Uncured Default (as defined in the Encroachment Agreement) shall be deemed to have occurred, as a result of the CBD's acts, omissions, negligence or willful misconduct. In the event that the CBD should cease to exist or that the CBD's maintenance and repair responsibilities are changed, then Owner shall have responsibility for all activities that are no longer the responsibility of the CBD.

(b) If the Encroachment Permit is terminated by Owner or revoked or terminated by City (each an "**MEP Termination Event**"), then Owner shall convert the Right-of-Way Improvements to a condition specified by City for a standard public right-of-way at Owner's sole cost (the "**Right-of-Way Conversion**") by (i) applying for, and providing the materials necessary to obtain, a street improvement permit or other authorization from City for the performance of such conversion work; (ii) performing such conversion work pursuant to the terms and conditions of such street improvement permit or other City authorization; and (iii) warranting the conversion work meets the standards required under such street improvement permit. Upon completion of the Right-of-Way Conversion, Owner's obligations pursuant to this Section 1 as to the Maintenance Work shall terminate.

Notwithstanding the foregoing paragraph, Owner and City may mutually elect to modify Owner's obligation to perform the Right-of-Way Conversion, including any modification

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

necessary to address any Right-of-Way Improvement that cannot be modified or replaced with a right-of-way improvement built according to the City's standard specifications. Any such modification may include, but not be limited to, Owner's agreement to convert, at its sole cost, specified Right-of-Way Improvements to a right-of-way built according to the City's standard specifications while leaving other specified Right-of-Way Improvements in their as-is condition, with Owner assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Right-of-Way Improvements. In addition, any such modification must address any applicable City requirements for maintenance security payment obligations and City's acquisition of specialized equipment needed to perform the Maintenance Work. If City and the Owner mutually agree to any modification to the Right-of-Way Conversion that results in Owner assuming such a maintenance payment obligation, Owner shall execute and acknowledge, and City shall have the right to record in the Official Records of San Francisco County, an amendment to this Declaration that details such payment obligation.

(c) Owner's obligations with respect to the Maintenance Work and the Right-of-Way Conversion under this Declaration shall run with the land and continue in perpetuity, unless City elects to terminate such obligations by delivering written notice of such termination to Owner or such obligations terminate pursuant to Section 1(b) above. City's right to modify the scope of the Maintenance Work and to terminate or modify Owner's obligations with respect to the Maintenance Work and the Right-of-Way Conversion under this Declaration, the Encroachment Permit, or the Encroachment Agreement shall be exercised by (i) City's Director of Public Works or the director of any other City department that has jurisdiction of the Right-of-Way Improvements at the time of such modification or termination, or (ii) any other person designated by the City's Board of Supervisors.

(d) Uncured Default in Maintenance Work under the Encroachment Agreement.

(i) If there is an Uncured Default associated with the Encroachment Permit, then within five (5) business days of the Public Works Director's request, Owner shall deposit with City the sum of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan on file with the Director (the "Security Deposit") to secure Permittee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the public right-of-way in the condition that the Director of Public Works deems acceptable. When Owner delivers the Security Deposit to City pursuant to the foregoing sentence, City shall have the right to require Permittee to proportionately increase the amount of the Security Deposit by an amount that reflects the increase in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics ("Index") published most immediately preceding the date the amount of the Security Deposit was established and the Index published most immediately preceding the date City delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Owner's obligations under the Encroachment Agreement.

(ii) Owner agrees that City may, but shall not be required to, apply the Security Deposit in whole or in part to remedy any damage to the Public Right-of-Way caused by Owner, its agents or the general public using the Encroachment Permit areas to the extent that the Director of Public Works requires Owner to perform such remediation under this Declaration or the Encroachment Agreement, or any failure of Owner to perform any other terms, covenants, or

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

conditions contained herein (including, but not limited to, the payment of any sum due to City hereunder either before or after a default), without waiving any of City's other rights and remedies hereunder or at law or in equity and without any obligation. Within the thirty (30) day period immediately following the termination of the Maintenance Work after an MEP Termination Event as described herein, the Director shall submit a check request to City's Controller's Office to have the unapplied portion of the Security Deposit delivered to Owner.

(iii) Should City use any portion of the Security Deposit to cure any Uncured Default, Owner shall immediately replenish the Security Deposit to the original amount. Subject to the following sentence, the Owner's obligation to replenish the Security Deposit shall continue for 2 years from the date of the initial payment of the Security Deposit unless the Public Works Director, in his or her sole discretion, agrees to a shorter period. If no Notice of Violation (as defined in the Encroachment Agreement) is issued for a period of one year from the date of the initial payment of the Security Deposit, then, upon Owner's written request, the Director shall submit a check request to City's Controller's Office to have the Security Deposit delivered to Owner. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Owner shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Owner under any provision of the Encroachment Permit or Encroachment Agreement. Upon termination of the Maintenance Work after an MEP Termination Event, City shall return any unapplied portion of the Security Deposit to Permittee.

2. Lender. A "**Lender**" means the beneficiary named in any deed of trust that encumbers all or a portion of the Property and is recorded in the Official Records of San Francisco County (the "**Deed of Trust**"). All rights in the Owner Property acquired by any party pursuant to a Deed of Trust shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Declaration and to all rights of City hereunder. Any Lender that takes possession or acquires fee ownership of all or a portion of the Owner Property shall automatically assume Owner's obligations under this Declaration, the Encroachment Agreement, and the Encroachment Permit for the period that Lender holds possession or fee ownership in the Owner Property. None of such covenants, conditions, and restrictions is or shall be waived by City by reason of the giving of such Deed of Trust, except as specifically waived by City in writing.

3. Nature and Purpose of Covenants; Covenants Run with the Land. Owner has agreed to the requirements set forth in this Declaration in consideration of City's issuance of an Encroachment Permit to allow Owner to install and maintain the Right-of-Way Improvements, and such requirements burden the Owner Property, the Owner, and each subsequent owner of the Owner Property (including any Lender or any other party that acquires any or all of the Property pursuant to foreclosure or a deed in lieu), and for the benefit of the Right-of-Way Improvements; provided, however, that if the Owner Property is subdivided into condominiums, Owner's obligation under this Declaration shall be assumed by the homeowner's association established for such condominiums, rather than the individual owners of such condominiums. All of such covenants and restrictions are intended to be and are hereby declared to be covenants running with the land pursuant to California Civil Code Section 1460 *et seq.* By accepting fee title to some or all of the Owner Property, Owner and each subsequent owner of the Owner Property, agree to be bound by and subject to all of the restrictions, covenants, and limitations set forth in this Declaration and agree to timely perform the obligations under this Declaration, the Encroachment Permit, and the

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

Encroachment Agreement during their respective successive periods of ownership; and therefore, the rights and obligations of Owner and any subsequent fee owner of any portion of the Owner Property shall terminate upon transfer, expiration, or termination of its fee interest in the Owner Property, except that its liability for any violations of the requirements or restrictions of this Declaration, or any acts or omissions during such ownership, shall survive any transfer, expiration, or termination of its fee interest in the Owner Property.

4. Notice of Transfers. Except in the event of transferring fee ownership in a condominium that comprises a portion of the Owner Property, prior to transferring fee ownership in all or any portion of the Owner Property to another party, Owner shall deliver a copy of the Encroachment Permit to the transferee party, and deliver written notice of the transfer and the name and address for the transferee party to City at the following address, or any other address provided by City, by personal delivery, first class mail or certified mail, with a return receipt requested, or reputable overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Public Works
City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place, Room 348
San Francisco, California 94102
Attn: Director of Public Works
Re: Specify Location/Name of Encroachment

If the Owner Property is subdivided into condominiums, prior to recording the documents effecting such subdivision, Owner shall deliver a copy of the Encroachment Permit and the Encroachment Agreement to the homeowner's association established through such subdivision, and deliver written notice of the anticipated date of the subdivision and the name and address for the homeowner's association to be established through such subdivision to City by personal delivery, first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid.

Any notices delivered pursuant to this Section shall be deemed given three (3) days after the date it is deposited with the U.S. Mail if sent by first class or certified mail, one (1) business day following the date it is deposited with a reputable overnight courier with next business day delivery requested, or on the date personal delivery is made. Either party shall have the right to designate a new address for notices to be given to it under this Section at any time by delivering written notice of such new address at least ten (10) days prior to the effective date of such change to the other party.

Owner: 45 Lansing Development, LLC
c/o Crescent Heights
2200 Biscayne Blvd.
Miami, FL, 33133
Attn: General Counsel

5. Duration; Termination. Following the recordation of this Declaration in the Official Records of San Francisco County, this Declaration shall continue and remain in full force and

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

effect at all times with respect to the Owner Property in perpetuity; provided, however, that if City delivers written notice to the address below of City's election to terminate Owner's maintenance obligations pursuant to Section 1 and above, this Declaration shall terminate at the time specified in such written notice. City shall record evidence of any such termination in the Official Records of San Francisco County.

6. No Third Party Beneficiaries. City is the sole beneficiary of Owner's obligations under this Declaration. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, nor shall it give rights to any party other than the City, it being the intention that this Declaration be strictly limited to the parties expressly set forth above. Without limiting the foregoing, nothing herein creates a private right of action by any person or entity other than the City.

7. Release, Waiver, and Indemnification. Neither the City nor any of its commissions, departments, boards, officers, agents, or employees (collectively, the "**City Parties**") shall be liable for any breach of any of the terms of this Declaration, for the failure to monitor or enforce any of the terms of this Declaration, or for any matter relating to this Declaration, or the construction or maintenance of the Right-of-Way Improvements (collectively, the "**Released Matters**"). Owner and each subsequent fee owner of any portion of the Owner Property, by accepting fee title to the Owner Property or any portion thereof, fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims against, and covenants not to sue, the City Parties for anything arising from or relating to the Released Matters. Owner acknowledges that the releases contained herein include all known and unknown, direct and indirect, disclosed and undisclosed, and anticipated and unanticipated claims. In addition, Owner shall indemnify, defend, reimburse, and hold the City Parties harmless as set forth in the Encroachment Agreement. The foregoing waiver, release, and indemnification shall survive any expiration or termination of this Declaration.

8. Severability. Should the application of any provision of this Declaration to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Declaration shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Owner and City and shall be reformed to the extent necessary to make such provision valid and enforceable.

9. No Joint Venture or Partnership; No Authorization. This Declaration does not create a partnership or joint venture between City and any Owner as to any activity conducted by an Owner in its performance of its obligations under this Declaration. No Owner shall be deemed a state actor with respect to any activity conducted by such Owner on, in, around or under the Right-of-Way Improvements pursuant to this Declaration.

10. Force Majeure. If Owner is delayed, interrupted, or prevented from performing any of its obligations under this Declaration, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of such Party, and such delay, interruption or prevention is due to fire, natural disaster, act of God, civil insurrection, governmental act or failure to act, labor dispute, unavailability of materials, or any cause outside such Party's

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within ten (10) business days of the occurrence of the event, the time for performance of the affected obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption or prevention.

11. General Provisions. (a) This Declaration may be amended or modified only by a writing signed by the City and the Owner. (b) No waiver by Owner or by City of any of the provisions of this Declaration shall be effective unless in writing and signed by Owner or by City, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Declaration. (c) This Declaration, the Encroachment Permit, and the Encroachment Agreement contain the entire agreement between the parties as to the maintenance of the Right-of-Way Improvements by Owner, and all prior written or oral negotiations, discussions, understandings, and agreements with respect to such maintenance are merged herein. (d) The section and other headings of this Declaration are for convenience of reference only and shall be disregarded in the interpretation of this Declaration. (e) Time is of the essence in each and every provision hereof. (f) This Declaration shall be governed by and construed in accordance with California law. (g) If either party commences an action against the other or a dispute arises under this Declaration, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of the City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (h) If the Owner consists of more than one person, then the obligations of Owner shall be joint and several.

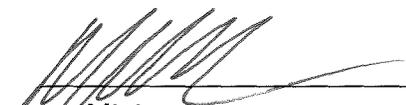
[REMAINDER OF PAGE INTENTIONALLY BLANK]

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

IN WITNESS WHEREOF, this Declaration has been executed by Owner in favor of City, and acknowledged by City, as of the date first above written at San Francisco, California.

OWNER:

45 LANSING DEVELOPMENT, LLC,
a Delaware limited liability company

By: 

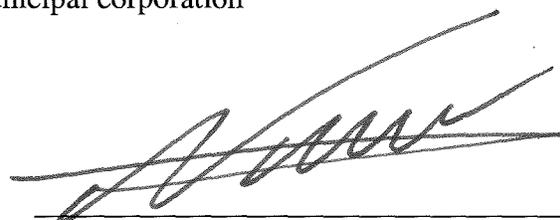
Name: Michael Sheitelman

Its: Vice President

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 

Mohammed Nuru

Director of Public Works

Date: 7/7/17

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Public Works General Counsel, Deputy City Attorney

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

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 Florida)
) ss
County of Miami-Dade)

On May 19, 2017, before me, Erica V. Carter, a notary public in and for said State, personally appeared Michael Sheitelman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature  (Seal)

 ERICA V CARTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF086452
Expires 1/29/2018

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

EXHIBIT A

Description of Owner Property

The Land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the northwesterly line of Harrison Street, distant thereon 125 feet southwesterly from the southwesterly line of First Street; running thence southwesterly along said line of Harrison Street 100 feet; thence at a right angle northwesterly 150 feet deed, (150.21 feet survey) to the southeasterly line of Lansing Street; thence at a right angle northeasterly along said line of Lansing Street 100 feet; thence at a right angle southeasterly 150 feet deed, (150.21 feet survey) to the point of beginning.

Being portion of 100 Vara Block No. 349.

Being all that certain real property described on that certain map entitled "Final Map No. 7633", filed on September 12, 2014, in Book 124 of Parcel Maps, at Pages 144 through 146, inclusive, Official Records of the City and County of San Francisco, State of California.

Assessor's Lot 059; Block 3749

Property Address: 45 Lansing Street, San Francisco, CA 94105

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

EXHIBIT B

Description and Depiction of the Public Right-of-Way

[see attached]

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

EXHIBIT C

Encroachment Permit and Encroachment Agreement

[see attached]

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

EXHIBIT D

Maintenance, Repair, and Replacement Work

The following scope of work is intended to define, describe, state, and outline the Owner maintenance, repair, and replacement obligations at the Public Right-of-Way pursuant to the Declaration to which this Exhibit is attached (the "**Maintenance Work**"):

- I. **DAILY SERVICES.** The Encroachment Permit area and its perimeter is to be kept clean and neat, free from trash, debris, fallen leaves and waste. Each day Owner is expected to perform the following minimum cleaning operations:
 - A. **General Maintenance**
 - 1.* Wipe and clean all steel, metal, steel, benches, lamps, glass, gates, planters, railings, boulders, cobblestone, drinking fountain, signs and other surfaces.
 2. Remove foreign matter from sidewalks and tree containers surrounding trees before 8:00 am.
 3. Sweep or blow clean all walkways, curbs and gutters within and around Public Right-of-Way.
 - 4.* Inspect for graffiti daily and remove graffiti within the earlier to occur of the following: (1) forty-eight hours of discovery by Owner or (2) upon receiving any written City request for such removal; "Graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement on the Public Right-of-Way, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards or fencing, without the consent of the City or its authorized agent. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; (2) any mural or other painting authorized to be in the Public Right-of-Way, either permanent or temporary; or (3) any sign or banner that is authorized by the City's Director of Public Works.
 - B. **Trash**
 1. Keep trash areas clean and swept and maintain adequate bins for trash, or as otherwise directed in writing by City's Director of Public Works.
 2. Empty trash, causing deposited items to be thrown away as appropriate and re-line bins.

* To be performed by the Greater Rincon Hill Community Benefit District.

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

II. WEEKLY SERVICES

A. Landscaping

1. Tree maintenance, as needed.
2. Prune back shrubs.
3. Water all plants as necessary to keep green and in good condition.
4. Collect all dead leaves.
5. Prune all groundcover overhanging onto walkways and grass areas.
6. Remove litter and leaves from plants, planters and tree wells.
7. Remove any broken or fallen branches from trees; remove sucker growth from tree trunks.
8. Remove any weeds larger than 2 inches (5 cm) high or wide (at the designated time for performing the weekly services) from planters. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
9. Replace bark mulch or rocks that have been knocked or washed out of planters or planting areas. Smooth mulch or rock layer if it has been disturbed.
10. Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement (such as dying or dead plants).
11. Hand water any plants that are dry and stressed.
12. Treat for any signs of disease or pest infestation. Report to City any treatments for disease or pest control.
13. Check the irrigation system. Make emergency and routine repairs as needed.
14. Adjust the irrigation controllers for current water needs of plants.

B. Drain covers to be checked and debris cleared away as needed.

C. Power wash all sidewalks and paved areas two (2) times a week and as needed during any rainy season.

D. Wash trash bins weekly.

E. Clean, wipe and polish all lamps (high to low areas) and signs.

IV. YEARLY

A. Trim trees annually unless needed on a more regular basis or as required on a case-by-case basis.

B. Every two years, apply anti-graffiti coating to all surfaces except for the City artwork, if any is included in the design.

C. Every three years apply concrete reveal.

NOTE: This document is required only for Major Encroachment Permits where the Permittee is the Fronting Owner/Developer

V. GENERAL

All repairs and replacements made by Owner or its employees, contractors, subcontractors, agents or representatives within the Public Right-of-Way as part of the Maintenance Work shall be performed: (a) at no cost to the City; (b) with materials and techniques that are equal or better in quality, value and utility to the original material or installation, if related to repair or replacement of existing improvements; (c) in a manner and using equipment and materials that will not unreasonably interfere with or impair the operations, use or occupation of the Public Right-of-Way; and (d) in accordance with all applicable laws, rules and regulations.

If any Maintenance Work performed by or for Owner at the Public Right-of-Way does not meet the quality standards set forth herein, as determined by the Director of City's Department of Public Works or the Director of the City's Department of the Environment, such work shall be re-done by Owner at its sole cost.

Exhibit A
Description and Depiction of Permittee's Property

The land referred to is situated in the City and County of San Francisco, State of California, and is more particularly described as follows:

Beginning at a point on the northwesterly line of Harrison Street, distant thereon 125 feet southwesterly from the southwesterly line of First Street; running thence southwesterly along said line of Harrison Street 100 feet; thence at a right angle northwesterly 150 feet deed, (150.21 feet survey) to the southeasterly line of Lansing Street; thence at a right angle northeasterly along said line of Lansing Street 100 feet; thence at a right angle southeasterly 150 feet deed, (150.21 feet survey) to the point of beginning.

Being portion of 100 Vara Block No. 349.

Being all that certain real property described on that certain map entitled "Final Map No. 7633", filed on September 12, 2014, in Book 124 of Parcel Maps, at Pages 144 through 146, inclusive, Official Records of the City and County of San Francisco, State of California.

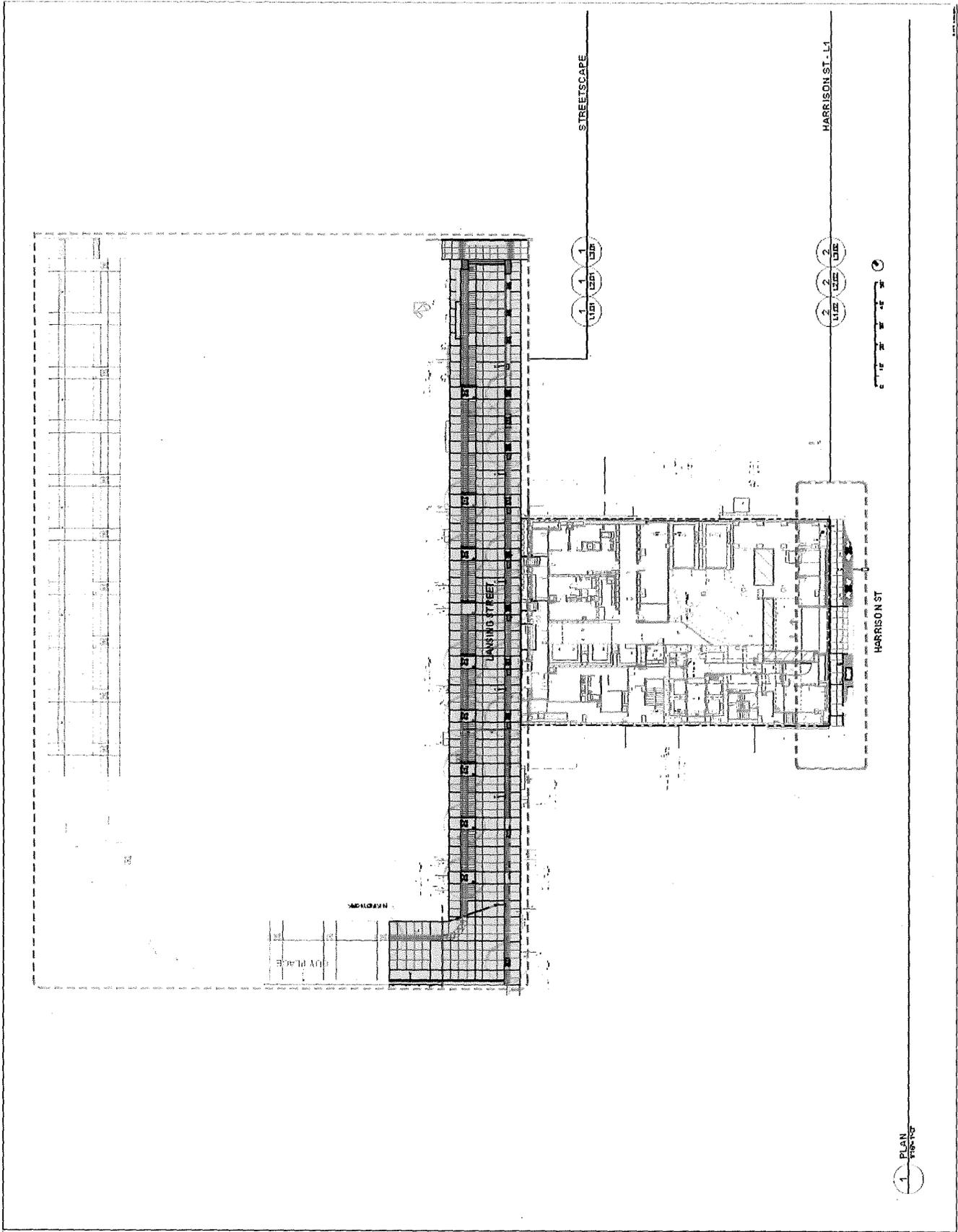
Assessor's Lot 059; Block 3749

Property Address: 45 Lansing Street, San Francisco, CA 94105

Exhibit B
Description and Depiction of PROW

Lansing Street Right of Way, from the End of Guy Street to First Street

The reconstruction of Lansing Street into a “shared street”, as detailed in the Rincon Hill Streetscape Master Plan, including decorative concrete paving, new trees and street lights. Approximately dimensions are 36' x 380', or 13,680 sq. ft.



1 PLAN
1/16" = 1'-0"



SFMTA
Municipal Transportation Agency

TASC MINUTES

TRANSPORTATION ADVISORY STAFF COMMITTEE

Thursday, May 14, 2015 at 10:15 AM
One South Van Ness Avenue, 7th Floor, Room #7080

SFMTA Sustainable Streets:		Harvey Quan
SFMTA Transit Operations:	Absent	
SFMTA Parking Enforcements:		Curtis Smith
Department of Public Works:	Absent	
San Francisco Police Department:	Absent	
SFMTA Taxi Services:	Absent	
San Francisco Planning Department:		Paul Chasen
San Francisco Fire Department:		Thomas Haney Alec Balmy
Guests:		Will Tabajonda John Darmanin Kely Rudnick Charlie Ream Kevin Shue Tony Henderson Ken Kwong Cliff Lowe Bonnie Dong Laura Stonehill Paul Stanis Calvin Gee Geraldine De Leon

MINUTES OF THE APRIL 23, 2015 MEETING

The Committee adopted the Minutes

PUBLIC HEARING SCHEDULING – CONSENT CALENDAR

The following Items for Public Hearing were considered routine by SFMTA Staff:

1. Geary Boulevard, south side, between 10th Avenue and 11th Avenue – Residential Permit Parking Eligibility
ESTABLISH – RESIDENTIAL PERMIT PARKING AREA N ELIGIBILITY
Geary Boulevard, south side, between 10th Avenue and 11th Avenue (4600 block)
Kathryn Studwell, 701-5708

2. Holyoke Street at Silliman Street – STOP Sign and Red Zone
ESTABLISH – STOP SIGN
Holyoke Street, southbound, at Silliman Street, stopping the stem of this "T" intersection

ESTABLISH – RED ZONE
Silliman, Street, south side, from west curb to east curb at Holyoke Street (60-foot red in intersection)
Charmine Solla, 701-4579

3. Belvedere Street and Carmel Street – STOP Sign
ESTABLISH – STOP SOGN
Belvedere Street, southbound, at Carmel Street, stopping the stem of this "T" intersection

ESTABLISH – RED ZONE
Carmel Street, north side, from Belvedere Street to 20 feet westerly
Mark D. Lee, 701-5214

4. 46th Avenue and Santiago Street – Red Zone
ESTABLISH – RED ZONE
46th Avenue, east side, from Santiago Street to 12 feet southerly
46th Avenue, west side, from Santiago Street to 27 feet northerly
Mark D. Lee, 701-5214

No objections to all items.

FOR PUBLIC HEARING SCHEDULING – REGULAR CALENDAR

1. Lincoln Way at 19th Avenue/Crossover Drive – No Turn on Red
ESTABLISH – NO TURN ON RED, 7 AM TO 7 PM, DAILY
Lincoln Way, westbound, at 19th Avenue/Crossover Drive
Tony Henderson, 701-5375

No objections.

2. 6th Street at Howard Street – Sidewalk Widening
ESTABLISH – TOW-AWAY NO STOPPING ANYTIME
Howard Street, south side, from 5 feet to 25 feet west of 6th Street (8-foot bulb)

ESTABLISH – SIDEWALK WIDENING

- A. 6th Street, east side, from Howard Street to 15 feet southerly (6-foot bulb)
- B. 6th Street, west side, from Howard Street to 15 feet southerly (6-foot bulb)
- C. Howard Street, south side, from 6th Street to 25 feet westerly (8-foot bulb)
- D. Howard Street, south side, from 6th Street to 28 feet easterly (6-foot bulb)
Charlie Ream, 701-4695

No objections. Confirm with CDD regarding service access needs to high pressure hydrant.

3. Clement Street at Funston Avenue and 14th Avenue – Crosswalk Closure
ESTABLISH – CROSSWALK CLOSURE
Clement Street, western crosswalk, at Funston Avenue (unmarked crosswalk between the northwest and southwest corners)
Clement Street, eastern crosswalk, at 14th Avenue (unmarked crosswalk between the northeast and southeast corners)
Desmond Chan, 701-4204

Hold.

4. Various – Commuter Shuttle Stops
EXTEND – BUS ZONE
Valencia Street, west side, from 60 feet to 81 feet south of 25th Street (removes parking meters 1408)

ESTABLISH – ABILITY OF PERMITTED COMMUTER SHUTTLE BUS TO USE MUNI BUS ZONE

- A. Valencia Street, west side, from 25th Street to 81 feet southerly
- B. Monterey Boulevard, north side, from Acadia Street to 75 feet westerly
- C. Polk Street, west side, from O'Farrell Street to 75 feet northerly
Kevin Shue, 701-5691

No objections.

5. Rotteck Street, between Still Street and Cayuga Avenue – One-Way Street
ESTABLISH – ONE WAY STREET
Rotteck Street, southbound, between Still Street and Cayuga Avenue
Daniel Carr, 749-2498

No objections.

6. Church Street at Duboce Avenue – Sidewalk Widening
ESTABLISH – TOW-AWAY NO STOPPING ANYTIME
ESTABLISH – SIDEWALK WIDENING
Church Street, east side, from Duboce Avenue to 60 feet northerly (12-foot bulb)
Paul Stanis, 701-5396

No objections.

7. 9th Street and Division Street – Parking Time Limit
ESTABLISH – 2-HOUR PARKING TIME LIMIT, 7 AM TO 6 PM, MONDAY
THROUGH SATURDAY
- A. 9th Street, east side, from Division Street to Brannan Street
 - B. 9th Street, west side, from Division Street to Brannan Street
 - C. Division Street, north side, from 9th Street/San Bruno Avenue to
10th Street/Brannan Street/Potrero Avenue
 - D. Division Street, south side, from 9th Street/San Bruno Avenue to
10th Street/Brannan Street/Potrero Avenue
 - E. Brannan Street, north side, between 9th Street and 10th Street/Division
Street/Potrero Avenue
 - F. Brannan Street, south side, between 9th Street and 10th Street/Division
Street/Potrero Avenue
Will Tabajonda, 701-4452

No objections.

8. 33rd Avenue and Balboa Street – Red Zone
ESTABLISH – RED ZONE
Balboa Street, north side, from 33rd Avenue to 28 feet easterly
Balboa Street, south side, from 33rd Avenue to 22 feet westerly (removes parking
meter 321-3201)
Mark D. Lee, 701-5214

No objections.

9. Eddy Street, north side, between Jones Street and Taylor Street (Boeddeker Park) –
Tow-Away, No Parking Anytime
ESTABLISH – TOW-AWAY, NO PARKING ANYTIME
Eddy Street, north side, from Jones Street to 132 feet easterly (removes 2 metered
motorcycle and 4 general metered parking spaces)

ESTABLISH – PART-TIME PASSENGER LOADING ZONE, 9 AM TO 7 PM, DAILY
ESTABLISH – TOW-AWAY, NO PARKING ALL OTHER TIMES
Eddy Street, north side, from 132 feet to 220 feet east of Jones Street (removes 4
general metered parking spaces)
Mark D. Lee, 701-5214

No objections.

10. 22nd Street at Minnesota Street – Sidewalk Widening
ESTABLISH – TOW-AWAY NO STOPPING ANYTIME
ESTABLISH – SIDEWALK WIDENING
22nd Street, south side, from Minnesota Street to 23 feet easterly (6-foot bulb)
Minnesota Street, from 22nd Street to 23 feet southerly (18-foot bulb)
David Valle-Schwenk 701-4565

Withdrawn.

11. Howard Street at Main Street – No Right Turn on Red
ESTABLISH – NO TURN ON RED, 7 AM TO 7 PM, MONDAY THROUGH FRIDAY
Howard Street, westbound, at Main Street
Dylan Garner, 581-5117

No objections.

12. Battery Street at Pine Street – Bus Zones
EXTEND – PART-TIME BUS ZONE, 3 PM TO 7 PM, MONDAY THROUGH FRIDAY
Battery Street, west side, from Pine Street to 87 feet southerly (extends bus zone
hours to 5 AM - 7PM)
Dylan Garner, 581-5117

No objections.

13. Franklin/O'Farrell/Starr King – Painted Safety Zones and Red Zones
ESTABLISH – TOW AWAY NO STOPPING ANYTIME
O'Farrell Street, north side, from Franklin Street to 29 feet easterly (painted safety
zone, removing general meter #1036)
O'Farrell Street, south side, from Franklin Street to 27 feet easterly (painted safety
zone, removing general meter #1035)

ESTABLISH – RED ZONE
Franklin Street, west side, from Starr King Way to 20 feet southerly (daylighting,
unmetered, lengthening existing red zone)
Laura Stonehill, 701-4789

No objections.

14. Franklin & Pine Streets– Painted Safety Zones and Red Zones

ESTABLISH – TOW AWAY NO STOPPING ANYTIME

- A. Pine Street, north side, from Franklin Street to 22 feet westerly (painted safety zone, lengthening existing red zone, effectively removing one parking space)
- B. Franklin Street, east side, from Pine Street to 21 feet northerly (painted safety zone, removing one unmetered space)
- C. Pine Street, north side, from Franklin Street to 22 feet easterly (painted safety zone, lengthening existing 20' red zone currently covered by construction)

ESTABLISH – RED ZONE

Franklin Street, west side, from Pine Street to 28 feet southerly (daylighting, removing one yellow metered space #1527)

Pine Street, south side, from Franklin Street, to 26 feet easterly (daylighting, removing one general metered space #1643)

Laura Stonehill, 701-4789

No objections.

15. Bush & Franklin – Painted Safety Zones, Red Zones & NTOR

ESTABLISH – TOW-AWAY NO STOPPING ANYTIME

Bush Street, north side, from Franklin Street to 21 feet westerly (painted safety zone, unmetered)

Franklin Street, east side, from Bush Street to 21 feet northerly (painted safety zone, removing one general metered space #1502)

ESTABLISH – RED ZONE

Franklin Street, east side, from Bush Street to 24 feet southerly (daylighting, removing one general metered space #1430)

Bush Street, south side, from Franklin Street to 20 feet westerly (daylighting, unmetered driveway)

ESTABLISH – NO TURN ON RED

Bush Street, eastbound, at Franklin Street

Laura Stonehill, 701-4789

No objections.

16. McAllister Street at Van Ness Avenue – Tow-Away, No Parking Anytime; Transit Island; Transit Bulb

ESTABLISH – TOW-AWAY NO STOPPING ANYTIME

ESTABLISH – TRANSIT ISLAND (10-FOOT WIDE)

McAllister Street, south side, from Van Ness Avenue to 140 feet easterly

ESTABLISH – 45 DEGREE BACK-IN ANGLE PARKING

McAllister Street, south side, from Polk Street to 234 feet westerly

ESTABLISH – TOW-AWAY NO STOPPING ANYTIME
ESTABLISH – TRANSIT BULB (6-FOOT WIDE)
McAllister Street, north side, from Van Ness Avenue to 153 feet westerly (rescinds metered space #514)
Calvin Gee / Kenneth Kwong, 701-2475

No objections. Low pressure hydrant relocation subject to SFFD approval.

17. Guy Place and Lansing Street at 1st Street – Guy Lansing Harrison Streetscape
RESCIND – TOW-AWAY, NO PARKING ANYTIME

Guy Place, south side, from 1st Street to 230 feet westerly

ESTABLISH – RESIDENTIAL PERMIT PARKING, AREA U, 1-HOUR PARKING, 8 AM TO 10 PM, MONDAY THROUGH SUNDAY

Guy Place, south side, from 1st Street to 230 feet westerly

ESTABLISH – TOW-AWAY, NO PARKING ANYTIME

Guy Place, north side, between 1st Street and Lansing Street

RESCIND – NO PARKING, 12:01 AM TO 6 AM, TUESDAY, STREET CLEANING

Lansing Street, north side, from Guy Place to 1st Street

Calvin Gee, 701-2475

No objections.

18. 15th Avenue, between Clement Street and Geary Boulevard – Speed Humps

ESTABLISH – SPEED HUMPS

15th Avenue, between Clement Street and Geary Boulevard (2)

Calvin Gee, 701-2475

No objections.

19. 18th Street, between Danvers Street to Hattie Street – Speed Cushions

ESTABLISH – SPEED CUSHIONS

18th Street, between Danvers Street and Hattie Street (2)

Calvin Gee, 701-2475

No objections. Modify design to accommodate 8'-6" slot spacing.

20. Sherman Street, from Folsom Street to Harrison Street – Speed Humps

ESTABLISH – SPEED HUMPS

Sherman Street, from Folsom Street to Harrison Street (2)

Daniel Carr, 749-2498

No objections.

DISCUSSION, INFORMATIONAL AND OTHER ITEMS NOT SCHEDULED FOR SFMTA PUBLIC HEARING

1. Lombard Street from Divisadero Street to Franklin Street – Muni Forward and Walk First Improvements

RESCIND – BUS ZONE

- A. Lombard Street, south side, from Divisadero Street to 109 feet westerly
- B. Lombard Street, south side, from Pierce Street to 89 feet westerly
- C. Lombard Street, north side, from Pierce Street to 110 feet easterly
- D. Lombard Street, south side, from Fillmore Street to 98 feet westerly
- E. Lombard Street, north side, from Fillmore Street to 75 feet easterly

RESCIND – FLAG STOP

Lombard Street, south side, west of Laguna Street

Lombard Street, north side, east of Laguna Street

ESTABLISH – SIDEWALK WIDENING

ESTABLISH – TOW-AWAY NO STOPPING ANYTIME

- A. Lombard Street, south side, from Divisadero Street to 112.5 feet easterly (6-foot wide bus bulb, removes meters 2445, 2443)
- B. Lombard Street, north side, from Divisadero Street to 83 feet westerly (6-foot wide bus bulb)
- C. Lombard Street, south side, from Pierce Street to 83 feet easterly (6-foot wide bus bulb, removes meters 2233, 2231)
- D. Lombard Street, north side, from Pierce Street to 83 feet westerly (6-foot wide bus bulb, removes meters 2302)
- E. Lombard Street, south side, from Fillmore Street to 148 feet easterly (6-foot wide bus bulb, removes meters 2031, 2029)
- F. Lombard Street, north side, from Fillmore Street to 148 feet westerly (6-foot wide bus bulb, removes meters 2102, 2104, 2108, 2110, 2112)
- G. Lombard Street, south side, from Laguna Street to 108 feet easterly (6-foot wide bus bulb)
- H. Lombard Street, north side, from Laguna Street to 83 feet westerly (6-foot wide bus bulb)

ESTABLISH – SIDEWALK WIDENING

ESTABLISH – TOW-AWAY NO STOPPING ANYTIME

- A. Divisadero Street, east side, from Lombard Street to 23 feet southerly (removes 1 parking space)

- B. Divisadero Street, west side, from Lombard Street to 23 feet northerly (removes meter #3201)
- C. Pierce Street, east side, from Lombard Street to 23 feet southerly (removes 1 parking space)
- D. Steiner Street, west side, from Lombard Street to 23 feet northerly (removes meter #3301)
- E. Steiner Street, east side, from Lombard Street to 23 feet southerly
- F. Lombard Street, south side, from Steiner Street to 23 feet westerly
- G. Lombard Street, north side, from Steiner Street to 23 feet easterly (removes meter #2136)
- H. Fillmore Street, west side, from Lombard Street to 23 feet northerly
- I. Lombard Street, north side, from Fillmore Street to 23 feet easterly
- J. Lombard Street, south side, from Fillmore Street to 23 feet westerly
- K. Laguna Street, east side, from Lombard Street to 23 feet southerly (removes 1 parking space)

RESCIND – BLUE ZONE

Lombard Street, south side, from 5 feet to 25 feet east of Fillmore Street

ESTABLISH – BLUE ZONE

Fillmore Street, west side, from 4 feet to 28 feet south of Moulton Street (removes meter #3211)

RESCIND – METERED WHITE PASSENGER LOADING ZONE, 11:30 AM TO 2 PM AND 4 PM TO 10 PM, DAILY

Lombard Street, north side, from 3 feet to 23 feet west of Steiner Street (removes meter #2202)

ESTABLISH – PASSENGER LOADING ZONE, 11:30 AM TO 2 PM AND 4 PM TO 10 PM, DAILY

Lombard Street, north side, from 43 feet to 63 feet west of Steiner Street (removes meter #2204)

ESTABLISH – PASSENGER LOADING ZONE, DURING BUSINESS HOURS

Pierce Street, west side, from 19 feet to 39 feet north of Lombard Street

RESCIND – YELLOW COMMERCIAL LOADING ZONE, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY

Buchanan Street, west side, from Lombard Street to 40 feet southerly

RESCIND – GREEN ZONE, 9 AM TO 6 PM MONDAY THROUGH SATURDAY
Lombard Street, south side, from Buchanan Street to 18 feet easterly

RESCIND- METERED YELLOW COMMERCIAL LOADING ZONE 9 AM TO 1 PM,
MONDAY THROUGH FRIDAY
Lombard Street, south side, from 5 feet to 23 feet west of Steiner Street (removes
meter #2201)

RESCIND- METERED YELLOW COMMERCIAL LOADING ZONE 8 AM TO 6 PM,
MONDAY THROUGH SATURDAY
Steiner Street west side, from 3 feet to 23 feet north of Lombard Street (removes
meter #3301)

RESCIND- METERED YELLOW COMMERCIAL LOADING ZONE 9 AM TO 6 PM,
MONDAY THROUGH FRIDAY
Pierce Street, west side, from Lombard Street to 19 feet northerly (removes meter
#3201)

ESTABLISH – YELLOW COMMERCIAL LOADING ZONE 8 AM TO 6 PM,
MONDAY THROUGH FRIDAY
Lombard Street, south side, from Buchanan Street to 31 feet easterly

ESTABLISH – GREEN ZONE, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY
Buchanan Street, west side, from 20 feet to 40 feet southerly

ESTABLISH - METERED YELLOW COMMERCIAL LOADING ZONE 9 AM TO 1
PM, MONDAY THROUGH SATURDAY
Lombard Street, north side, from 5 feet to 23 feet west of Steiner Street (meter
#2203)

ESTABLISH - METERED YELLOW COMMERCIAL LOADING ZONE 8 AM TO 6
PM, MONDAY THROUGH FRIDAY
Steiner Street west side, from 48 feet to 70 feet north of Lombard Street (meter
#3305)

ESTABLISH - METERED YELLOW COMMERCIAL LOADING ZONE 9AM TO 6
PM, MONDAY THROUGH SATURDAY
Pierce Street, west side, from 39 feet to 59 feet north of Lombard Street (meter
#3205)

RESCIND – PASSENGER LOADING ZONE, DURING BUSINESS HOURS
Lombard Street, south side, from 71 feet to 93 feet east of Fillmore Street
Lombard Street, north side, from 40 feet to 60 feet west of Pierce Street

RESCIND – TOW-AWAY NO PARKING, PERMITTED COMMUTER SHUTTLE BUS
ZONE, 6 AM TO 10 AM AND 4 PM TO 8 PM, MONDAY THROUGH FRIDAY
Lombard Street, south side, from 40 feet to 80 feet east of Pierce Street

ESTABLISH – TOW-AWAY NO PARKING, PERMITTED COMMUTER SHUTTLE BUS ONE, 6 AM TO 10 AM AND 4 PM TO 8 PM, MONDAY THROUGH FRIDAY
Lombard Street, south side, from Pierce Street to 118 feet westerly

ESTABLISH – RED ZONE

- A. Lombard Street, north side, from Franklin Street to 30 feet easterly
- B. Franklin Street, east side, from Lombard Street to 24 feet southerly
- C. Franklin Street, west side, from Lombard Street to 22.5 feet southerly
- D. Gough Street, east side, from Lombard Street to 18 feet southerly
- E. Gough Street, west side, from Lombard Street to 16.5 feet northerly
- F. Lombard Street, north side, from Octavia Street to 20 feet easterly (extends existing red zone by 5 feet)
- G. Lombard Street, south side, from Octavia Street to 24 feet westerly (extends existing red zone by 16 feet, relocate green zone)
- H. Octavia Street, west side, from Lombard Street to 20 feet northerly
- I. Lombard Street, north side, from Laguna Street to 20 feet easterly (extends existing red zone by 4 feet)
- J. Lombard Street, south side, from Laguna Street to 20 feet westerly (extends existing red zone by 5 feet)
- K. Laguna Street, east side, from Lombard Street, to 20 feet southerly
- L. Lombard Street, north side, from Buchanan Street to 20 feet easterly (relocates green zone)
- M. Lombard Street, south side, from Buchanan Street to 31 feet westerly
- N. Buchanan Street, east side, from Lombard Street to 20 feet southerly (relocate yellow and green zone)
- O. Buchanan Street, west side, from Lombard Street to 23 feet southerly
- P. Lombard Street, north side, from Webster Street to 20 feet easterly (extends existing red zone by 8 feet)
- Q. Lombard Street, south side, from Webster Street to 32 feet westerly (extends existing red zone by 22 feet, removes meter #2003)
- R. Lombard Street, north side, from Fillmore Street to 20 feet easterly

- S. Lombard Street, south side, from Fillmore Street to 20 feet westerly
- T. Lombard Street, north side, from Pierce Street to 20 feet easterly
- U. Lombard Street, south side, from Pierce Street to 20 feet westerly
- V. Pierce Street, west side, from Lombard Street to 19 feet northerly
- W. Lombard Street, north side, from Scott Street to 26 feet easterly
- X. Lombard Street, south side, from Scott Street, to 35 feet westerly (removes meter 2401-G)
- Y. Scott Street, east side, from Lombard Street, to 21 feet southerly
- Z. Scott Street, west side, from Lombard Street, to 20 feet northerly (extends existing red zone by 17 feet, removes meter 3201)
- AA. Lombard Street, south side, from Divisadero Street to 20 feet westerly
- BB. Divisadero Street, east side, from Lombard Street to 20 feet southerly

RESCIND – METERED WHITE PASSENGER LOADING ZONE, 6 AM TO 10 AM
AND 4 PM TO 8 PM, MONDAY THROUGH FRIDAY

Lombard Street, south side, from 40 feet to 80 feet east of Pierce Street (removes meters #2233, 2231)

Kevin Shue, 701-5691

For information.

45 Lansing Development, LLC
2200 Biscayne Blvd.
Miami, FL. 33137
Ph: 305.374.5700 Fax: 305.847.6353

May 29, 2015

RE: 45 Lansing- Major Encroachment Permit

Property Address: 45 Lansing Street
Assessor's Block: 3749 Lot Numbers: 59

Mr. Mohammed Nuru
Director
Department of Public Works
Bureau of Street-Use & Mapping
1155 Market Street, 3rd Floor
San Francisco, CA 94103

Dear Director Nuru:

This is a formal request for a Major Encroachment Permit for 45 Lansing Street. The project site is new construction of a 39-story, residential building. However, the scope of work the permit references covers the entirety of Lansing Street. The proposed design implements the concepts outlined in the Rincon Hill Streetscape Master Plan which includes the deletion of curbed sidewalks. Street trees will be planted to separate parked cars, and the use of patterned concrete throughout will encourage pedestrian use of the entire street. The width of the vehicular path of travel will remain the same, as will the direction of travel.

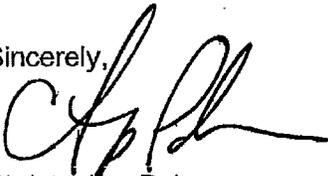
Enclosed are the following materials:

- 6 sets of plans showing design, location and nature of encroachment
- 300 foot radius map and list of property owners within 300 feet of 45 Lansing
- Check from 45 Lansing Development, LLC, Payable to San Francisco Department of Public Works in the amount of \$4,253.00

The Building Permit number for this job is #2010/09/14/0800S.

Thank you for your time and attention concerning this matter.

Sincerely,



Christopher Palermo
45 Lansing Development, LLC

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: John Rahaim, Director, Planning Department
Mohammed Nuru, Director, Public Works
Harlan Kelly, Jr., General Manager, Public Utilities Commission
Joanne Hayes-White, Chief, Fire Department

FROM: *ll*
bs Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

DATE: February 6, 2017

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Kim on January 31, 2017:

File No. 170130

Resolution granting revocable permission to 45 Lansing Development, LLC, to occupy and maintain the Lansing Street Shared Public Way on Lansing Street between Guy Place and 1st Street fronting 45 Lansing Street (Assessor's Parcel Block No. 3749, Lot No. 059); adopting environmental findings under the California Environmental Quality Act; and making findings of consistency the General Plan, and with the eight priority policies of Planning Code, Section 101.1.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: alisa.somera@sfgov.org.

c: Scott Sanchez, Planning Department
Lisa Gibson, Planning Department
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Joy Navarrete, Planning Department
Jeanie Poling, Planning Department
Frank Lee, Public Works

John Thomas, Public Works
Lena Liu, Public Works
Juliet Ellis, Public Utilities Commission
Donna Hood, Public Utilities Commission
John Scarpulla, Public Utilities Commission
Kelly Alves, Fire Department



Edwin M. Lee
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
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twitter.com/mrcleansf

July 7, 2017

Angela Calvillo, Clerk of the Board
Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

2017 JUL -7 PM 4:26
BOARD OF SUPERVISORS
SAN FRANCISCO

Dear Ms. Calvillo:

Attached please find supporting documents for the proposed 45 Lansing Street resolution which was sponsored and introduced at the January 31, 2017 Board hearing by Supervisor Kim. Material related to environmental review accompanied the resolution that the Supervisor introduced at the January 31, 2017 Board hearing.

Pursuant to Section 786 of the Public Works Code, Mr. Christopher Palermo, on behalf of 45 Lansing Development, LLC, requested a Major Encroachment Permit (15ME-0003) for a new shared, curbless street with special paving on Lansing Street between 1st Street and Guy Place, in association with the 45 Lansing building development and as part of the In-Kind Agreement. The Major Encroachment Permit has been reviewed by Planning Department for conformance with the General Plan and the eight priority policies of Planning Code Section 101.1, by the SFMTA and TASC with no objections, and by Public Works with no further objections.

The following is a list of accompanying supporting documents (3 sets):

1. Major Encroachment Request Letter from 45 Lansing Development, LLC, dated May 29, 2015.
2. Planning Department findings of General Plan Referral, dated March 17, 2015.
3. Transportation Advisory Staff Committee (TASC) meeting minutes (Regular #17), dated May 14, 2015 showing no further objections.
4. SFMTA Board of Directors Resolution No. 15-085.
5. Public Works Order No. 184520 approved January 28, 2016, recommending approval of the proposed Major Encroachment.
6. Civil plans for the Major Encroachment Permit.
7. Signed Declaration of Maintenance Covenants and Obligations and associated Encroachment and Maintenance Agreement.
8. Draft Board of Supervisors Resolution.

The following person may be contacted regarding this matter: Mr. Berhane Gaime of BSM at (415) 554-4185.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mohammed Nuru', written over a horizontal line.

Mohammed Nuru
Director of Public Works

Attachments: As Noted