

File No. 190053 Committee Item No. 4  
 Board Item No. \_\_\_\_\_

**COMMITTEE/BOARD OF SUPERVISORS**  
 AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date February 4, 2019

Board of Supervisors Meeting Date \_\_\_\_\_

**Cmte Board**

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Resolution                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ordinance                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

**OTHER (Use back side if additional space is needed)**

- |                                     |                          |                                       |
|-------------------------------------|--------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PLN Motion No. 19488 100815</u>    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PLN Motion no. 19566 021116</u>    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>In Kind Agmt 020818</u>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PLN GP Ref 071618</u>              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT Permit</u>                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order No. 188111</u>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order No. 200452</u>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT Encroachment Agmt 011419</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Irevocable Offer 012919</u>        |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                 |

Completed by: Erica Major Date February 1, 2019  
 Completed by: Erica Major Date \_\_\_\_\_

1 [Street Encroachment Permit - Eagle Plaza on a Portion of 12th Street at Harrison Street]

2  
3 **Resolution granting revocable permission to 1532 Harrison Owner, LLC, the property**  
4 **owner of 1532 Harrison Street (Assessor's Parcel Block No. 3521, Lot No. 055-056), to**  
5 **install, occupy, and maintain a portion of the 12th Street public right-of-way, between**  
6 **Harrison Street and Bernice Street, with a LGBTQ leather-focused public pedestrian**  
7 **plaza space and a two-lane roadway; conditionally accepting an offer of public**  
8 **improvements and dedicating the improvements to public use; adopting environmental**  
9 **findings under the California Environmental Quality Act; and making findings of**  
10 **consistency with the General Plan, and the eight priority policies of Planning Code,**  
11 **Section 101.1.**

12  
13 WHEREAS, Pursuant to Public Works Code, Sections 786 et seq., 1532 Harrison  
14 Owner, LLC, (hereafter referred to as "Permittee") requested permission to occupy an  
15 approximately 12,500 square foot portion of the public right-of-way to install and maintain  
16 along 12th Street between Harrison and Bernice Streets a LGBTQ leather-focused public  
17 pedestrian plaza space on a two-lane roadway with landscaping, sidewalk widening, and bulb-  
18 outs (hereafter referred to as "Eagle Plaza") fronting 1532 Harrison Street (Assessor's Parcel  
19 Block No. 3521, Lot No. 055-056); and

20 WHEREAS, The more detailed improvements at Eagle Plaza include, but are not  
21 limited to, the following: widened sidewalks; sidewalk landscaping; trees; irrigation; 12th Street  
22 roadway realignment from three lanes with parking on each side to two lanes with no parking;  
23 special roadway paving; colored crosswalks; removable bollards in the roadway along the  
24 crosswalks at Harrison and Bernice Streets; mid-block ADA crossing at the south side of 12th  
25

1 Street with detectable warning surface and bollards; flag pole; street lights; electrical outlets;  
2 and temporary seating (collectively referred to as the "Encroachments"); and

3 WHEREAS, The Permittee will construct Eagle Plaza under a separate Public Works  
4 street improvement permit in conjunction with the adjacent residential development, which  
5 consists of three seven-story residential buildings at 1532 Harrison Street; and

6 WHEREAS, The Permittee has agreed to maintain the Encroachments for the life of  
7 the Major Encroachment Permit; and

8 WHEREAS, The Planning Commission, on October 8, 2015, in Motion No. 19488,  
9 determined that the actions contemplated in this resolution comply with the California  
10 Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) and  
11 adopted findings in regard to the Encroachments ("Environmental Findings"); and

12 WHEREAS, The Planning Commission, on February 11, 2016, in Motion No. 19566,  
13 authorized an In-Kind Agreement for Eagle Plaza; and

14 WHEREAS, The Planning Department, in a letter dated July 16, 2018, ("Planning  
15 Department Letter"), found that the Encroachments are in conformity with the General Plan,  
16 and are consistent with the eight priority policies of Planning Code, Section 101.1; and

17 WHEREAS, The Permittee has submitted an irrevocable offer of improvements for the  
18 subject Permit dated January 29, 2019 in accordance with the terms of an In-Kind Agreement  
19 that the Planning Director approved on February 8, 2018; and

20 WHEREAS, Copies of Planning Commission Motion Nos. 19488 (adopting  
21 Environmental Findings) and 19566 (approving the In-Kind Agreement), the In-Kind  
22 Agreement dated February 8, 2018, and the irrevocable offer are on file with the Clerk of the  
23 Board of Supervisors in File No. 190053 and incorporated herein by reference; and

24 WHEREAS, The Transportation Advisory Staff Committee, at its meeting of July 26,  
25 2018, recommended approval of the Encroachments; and,

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

4           WHEREAS, After a public hearing on August 8, 2018, Public Works ("PW") issued PW  
5 Order No. 188111, dated August 8, 2018, recommending Board of Supervisors ("Board")  
6 approval of the Encroachments; and

7           WHEREAS, In PW Order No. 200452, dated January 4, 2019, PW recommended to  
8 the Board that it approve both the Encroachments and a Major Encroachment Permit  
9 Maintenance Agreement for the maintenance of the Encroachments (collectively, the  
10 "Permit"); and

11           WHEREAS, In PW Order No. 200452, the Director determined under Public Works  
12 Code Section 786.7(f)(4) that the public right-of-way occupancy assessment fee shall be  
13 waived because the Encroachments are associated with a Planning Commission In-Kind  
14 Agreement; and

15           WHEREAS, In PW Order No. 200452, the Director also determined and City Engineer  
16 certified that the annual maintenance cost for the Permit is \$42,548.00; and

17           WHEREAS, Copies of PW Order Nos. 188111 and 200452 and the Permit are on file  
18 with the Clerk of the Board of Supervisors in File No. 190053 and incorporated herein by  
19 reference; and

20           WHEREAS, The final approved Permit shall be in substantially the same form as that in  
21 the Clerk of the Board of Supervisor's file; and

22           WHEREAS, The Permit for the Encroachments shall not become effective until:

23                   (1) The Permittee executes and acknowledges the Permit and delivers said  
24 Permit and all required documents and fees to Public Works, and  
25



1 (2) Public Works records the Permit ensuring maintenance of the  
2 Encroachments in the County Recorder's Office; and

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

5 (1) To provide for the support and protection of facilities under the jurisdiction of  
6 Public Works, the San Francisco Public Utilities Commission, the San Francisco Fire  
7 Department, other City Departments, and public utility companies;

8 (2) To provide access to such facilities to allow said entities to construct,  
9 reconstruct, maintain, operate, or repair such facilities as set forth in the Permit;

10 (3) To remove or relocate such facilities if installation of Encroachments  
11 requires said removal or relocation and to make all necessary arrangements with the owners  
12 of such facilities, including payment for all their costs, should said removal or relocation be  
13 required;

14 (4) The Permittee shall assume all costs for the maintenance and repair of the  
15 Encroachments pursuant to the Permit and no cost or obligation of any kind shall accrue to  
16 Public Works by reason of this permission granted; and

17 WHEREAS, No structures shall be erected or constructed within the public right-of-way  
18 except as specifically permitted herein; now, therefore, be it

19 RESOLVED, The Board adopts the Environmental Findings in Planning Commission  
20 Motion No. 19488 as its own; and be it

21 FURTHER RESOLVED, That the Board finds that the Permit is consistent with the  
22 General Plan, and the eight priority policies of Planning Code, Section 101.1 for the reasons  
23 set forth in the July 16, 2018, Planning Department Letter; and, be it

24 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the  
25 Board hereby grants revocable, personal, non-exclusive, and non-possessory permission to

1 the Permittee, 1532 Harrison Owner, LLC, to occupy the public right-of-way with the  
2 Encroachments and install and maintain said Encroachments under the terms of the Permit;  
3 and, be it

4 FURTHER RESOLVED, The Board accepts the recommendations of the PW Order  
5 Nos. 188111 and 200452 and approves the Permit with respect to the Encroachments; and,  
6 be it

7 FURTHER RESOLVED, The Board, under Public Works Code, Section 786.7(f)(4),  
8 acknowledges waiver of the public right-of-way occupancy assessment fee in accordance with  
9 the PW Director's determination; and, be it

10 FURTHER RESOLVED, The Board hereby conditionally accepts the irrevocable offer  
11 of improvements, dated January 29, 2019, related to this Permit subject to completion in  
12 accordance with all City permit requirements, and dedicates said improvements to public use  
13 subject to the Permittee's obligations and responsibilities under this Permit; and, be it

14 FURTHER RESOLVED, The Board also authorizes the PW Director to perform and  
15 exercise the City's rights and obligations with respect to the Encroachments under the Permit  
16 and to enter into any amendments or modifications to the Permit with respect to the  
17 Encroachments; and, be it

18 FURTHER RESOLVED, Such actions may include without limitation, those  
19 amendments or modifications that the PW Director, in consultation with the City Attorney,  
20 determines are in the best interest of the City, do not materially increase the obligations or  
21 liabilities of the City or materially decrease the obligations of the Permittee or its successors,  
22 are necessary or advisable to effectuate the purposes of the Permit or this resolution with  
23 respect to the Encroachments, and are in compliance with all applicable laws.

24 n:\landuse\jmalamut\dpw\encroach\eagle plaza final reso.docx  
25

190053  
SUBMITTED 01/30/19

Irrevocable Offer of Dedication

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

IRREVOCABLE OFFER OF IMPROVEMENTS  
(Portion of 12<sup>th</sup> Street)

1532 Harrison Owner, LLC, a limited liability company, does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation ("City"), and its successors and assigns, those certain public improvements on 12<sup>th</sup> Street and adjacent to Assessor's Lots 055-056 in Block 3521 and Assessor's Lots 114-116, 014 of Block 3522 more particularly described and depicted in Public Works Permit No. 17ME-0008 and as shown on site diagrams, attached as **Exhibits 1 and 2**, respectively, to this instrument.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29 day of JANUARY, 2019.

1532 Harrison Owner, LLC  
a limited liability company.

By: [Signature]  
Name: LOU VASQUEZ  
Title: MEMBER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Francisco )

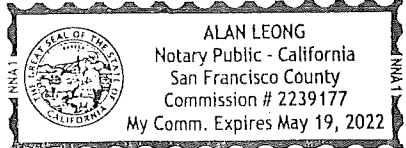
On 1/29/19 before me, Alan Leong (Notary Public)  
Date Here Insert Name and Title of the Officer

personally appeared Louis Antonio Vasquez  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT 1

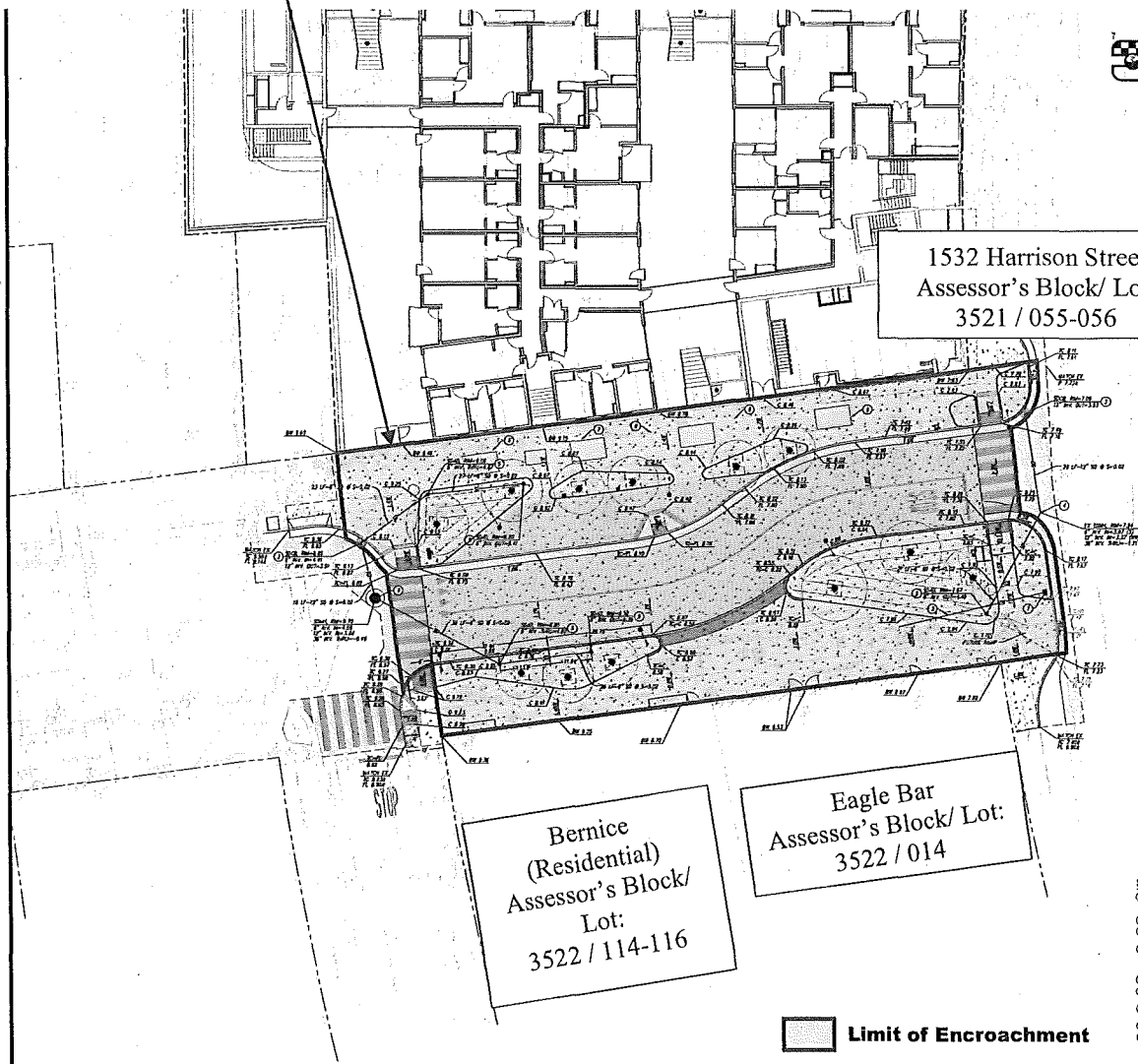
Permit Information

EXHIBIT 2

Diagram of Permit Location

Eagle Plaza Layout Plan

Total Area = 12,500 sq. ft. of Public Right-of-Way



1532 Harrison Street  
Assessor's Block/ Lot:  
3521 / 055-056

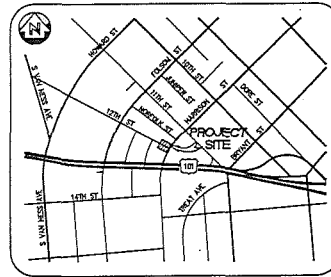
Bernice  
(Residential)  
Assessor's Block/  
Lot:  
3522 / 114-116

Eagle Bar  
Assessor's Block/ Lot:  
3522 / 014

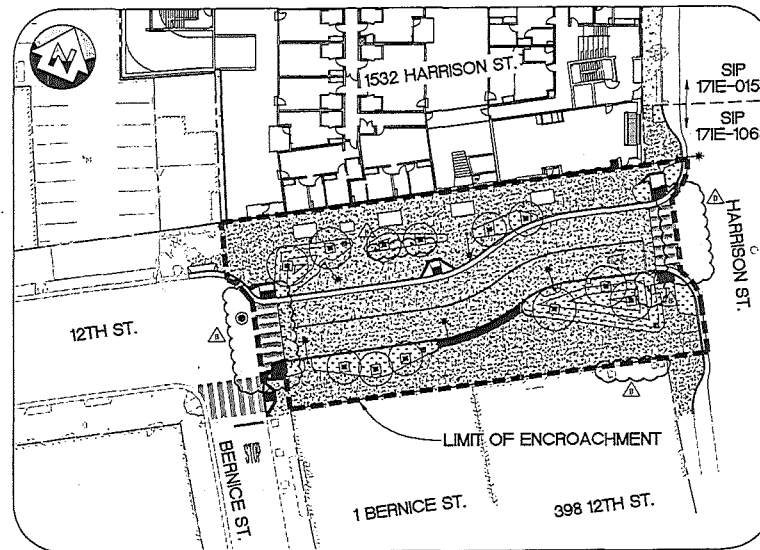
 Limit of Encroachment

- SHEET NOTES:**
- ① REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ② REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ③ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ④ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ⑤ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ⑥ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ⑦ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.
  - ⑧ REFER TO PERMIT OR PLAN FOR CONTROL OF CONSTRUCTION AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY.

**1532 HARRISON STREET (EAGLE PLAZA)  
 SAN FRANCISCO, CA 94103  
 BLOCK 3521, LOT 056  
 STREET IMPROVEMENT PERMIT 171E-1063**



VICINITY MAP  
N.T.S.



SITE MAP  
N.T.S.

**OWNER** DURA, INC.  
333 JONES STREET  
SAN FRANCISCO, CA 94102

**CONSULTANTS**

**CIVIL** SANDO  
836 9TH STREET  
OAKLAND, CA 94607

**LANDSCAPE** DORNIC  
813 MARKET STREET, SUITE 601  
SAN FRANCISCO, CA 94103

**IRRIGATION** RUSSELL & MITCHELL AND ASSOCIATES  
2782 CHANDLER BLVD  
MAYNOT CREEK, CA 94587

**JOINT TRENCH** CHALCUMEC DESIGN SERVICES INC.  
500 STERNBERG HALL RD., #40  
PLEASANTON, CA 94588

**PROJECT DESCRIPTION**

THE PROPOSED PROJECT IS A COMBINATION OF 12TH ST BETWEEN HARRISON ST AND BERNICE ST INTO A 12' WIDE ST. PROPOSED PLANS SPACE THE PLANS BY USING FRAMES THROUGH AN AGREEMENT WITH 1532 HARRISON STREET AN ADJACENT MULTI-FAMILY RESIDENCE DEVELOPMENT.

**SHEET INDEX**

**GENERAL**

- G-000 COVER SHEET
- G-001 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
- G-002 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)

**CIVIL**

- C-000 DIVE LEGEND, ASSUMPTIONS, AND SITE MAP
- C-001 CONSTRUCTION NOTES
- C-100 SEWERAGE PLAN
- C-200 SITE AND HORIZONTAL CONTROL PLAN
- C-300 DRAINAGE AND SWANAGE PLAN
- C-400 DRAINAGE CALCULATIONS
- C-500 UTILITY PLAN
- C-600 CONSTRUCTION DETAILS
- C-601 CONSTRUCTION DETAILS

**LANDSCAPE**

- L-000 LANDSCAPE GENERAL NOTES & REQUIREMENTS
- L-201 LAYOUT PLAN
- L-202 MATERIALS PLAN
- L-302 JOINTING PLAN
- L-303 FURNISHING PLAN
- L-401 PLANTING PLAN

**IRRIGATION**

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- I-201 IRRIGATION NOTES, LEGEND, AND WATER USAGE CALCULATIONS
- I-301 IRRIGATION DETAILS
- I-304 IRRIGATION DETAILS

**JOINT TRENCH**

- JT-1 JOINT TRENCH COMPOSITE SHEET
- JT-2 JOINT TRENCH GENERAL NOTES & DETAILS
- JT-3 JOINT TRENCH SECTIONS & DETAILS
- JT-4 JOINT TRENCH COMPOSITE PLAN

**STREET LIGHT**

- SL-1 PUBLIC STREET LIGHTING SHEET
- SL-2 PUBLIC STREET LIGHTING DETAIL SHEET
- SL-3 PUBLIC STREET LIGHTING DETAIL SHEET

**PHOTOMETRICS**

PHOTOMETRICS

**ELECTRICAL**

- E-100 EAGLE PLAZA SITE POWER

**STRUCTURAL**

- S-1 FLORABLE DETAILS

DRAWN BY: JSE  
 CHECKED BY: RLS, JES  
 PROJECT NO: 171E-1063

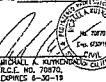
REV # DATE ISSUE

1 01/17/2019 INITIAL PLAN  
 2 01/22/2019 REVISIONS  
 3 01/22/2019 REVISIONS  
 4 01/22/2019 REVISIONS

Consultant  
 Stamp



DATE: 01/17/2019



**COVER SHEET**

SCALE: N.T.S.

File: X:\1614003\PLAN SETS\EAGLE PLAZA\10-000.dwg Date: Jan 02, 2019

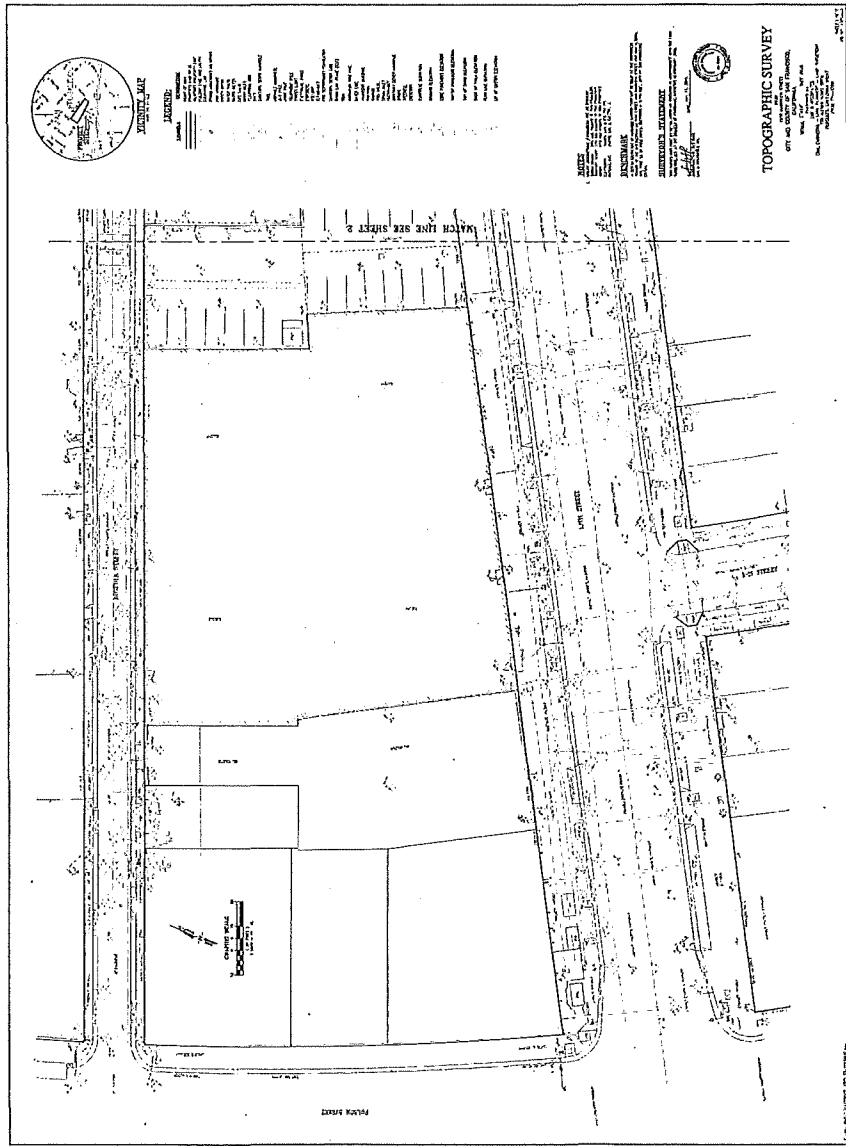
PROJECT NO.	3521/056
DATE	08/11/2011
PROJECT NAME	1532 HARRISON STREET
PROJECT ADDRESS	1532 HARRISON STREET
PROJECT CITY	SAN FRANCISCO, CA
PROJECT COUNTY	SAN FRANCISCO
PROJECT STATE	CALIFORNIA
PROJECT ZIP	94103
PROJECT CLIENT	AMERICAN LAND MANAGEMENT
PROJECT ENGINEER	AMERICAN LAND MANAGEMENT
PROJECT SURVEYOR	AMERICAN LAND MANAGEMENT
PROJECT CHECKER	AMERICAN LAND MANAGEMENT
PROJECT DATE	08/11/2011
PROJECT SCALE	AS SHOWN
PROJECT SHEET	1 OF 1



TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)

SCALE: 1"=20'

G-001





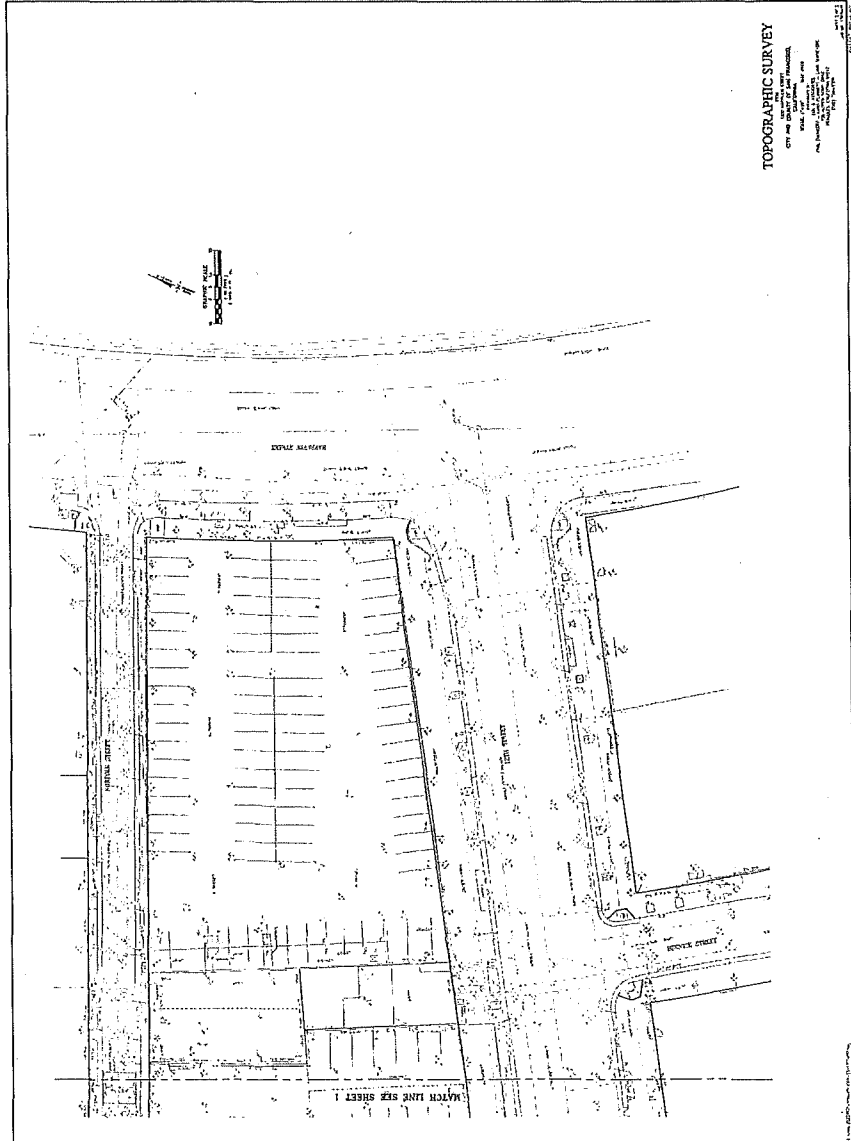
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
PROJECT NO.	DATE
REV. DATE	REVISION
1	ISSUE FOR PERMITTING
2	ISSUE FOR CONSTRUCTION
3	ISSUE FOR RECORDING
4	ISSUE FOR RECORDING
5	ISSUE FOR RECORDING
6	ISSUE FOR RECORDING
7	ISSUE FOR RECORDING
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20	ISSUE FOR RECORDING



TOPOGRAPHIC SURVEY  
 SURVEY FOR  
 REFERENCE  
 ONLY

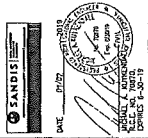
SCALE: 1"=40'

G-002



TOPOGRAPHIC SURVEY  
 CITY OF SAN FRANCISCO  
 DEPARTMENT OF PUBLIC WORKS  
 100 MARKET STREET, SUITE 100  
 SAN FRANCISCO, CA 94102  
 TEL: 415.355.3333  
 FAX: 415.355.3333





**CONSTRUCTION NOTES**

SCALE: 1/8" = 1'-0"

**C-001**

**UTILITY/POTHOLE NOTE**

THE PIPES, TRENCHES, SEWER AND/OR POT-HOLE OF EXISTING INFRASTRUCTURE SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**SURVEY UTILITY NOTE**

THE PIPES, TRENCHES, SEWER AND/OR POT-HOLE OF EXISTING INFRASTRUCTURE SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**TOPOGRAPHIC SURVEY**

THE EXISTING SURFACE HAS BEEN RECONSTRUCTED BY THE CITY AND COUNCILMAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**BENCHMARK**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**EROSION CONTROL NOTE**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**EARTHWORK NOTE**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**SOILS REPORT**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**DISCREPANCIES**

IF THERE ARE ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND THE FIELD CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

**CONSTRUCTION NOTES**

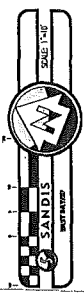
1. ALL PRE-CAST CONSTRUCTION MATERIALS AND FINISHES SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN FRANCISCO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.
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20. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

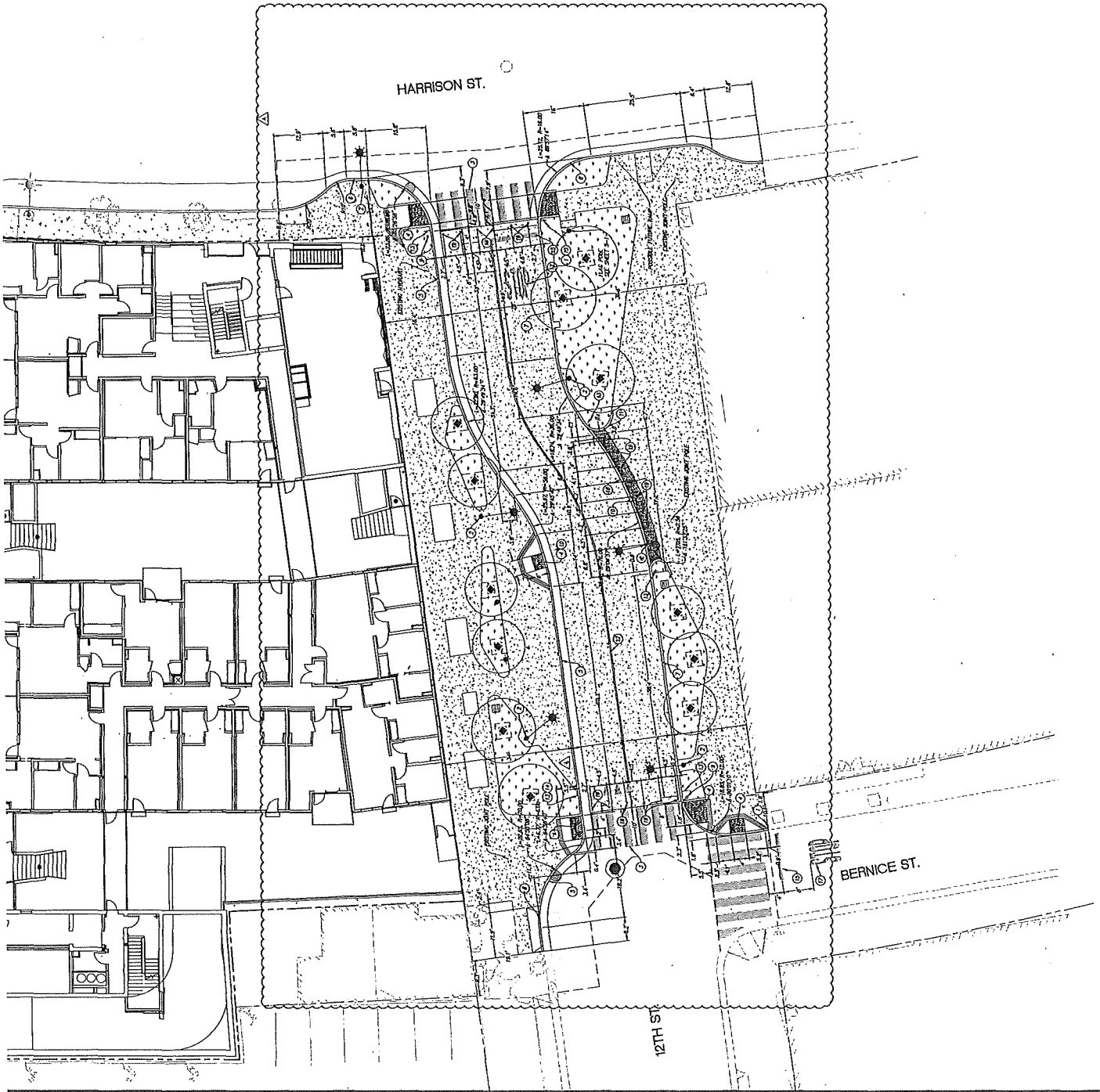
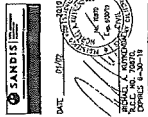
**ADA NOTES**

1. ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.
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20. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO PLACES AND THE DEPARTMENT OF PUBLIC WORKS.





DATE	01/27/12
PROJECT NO.	121212
PROJECT NAME	1532 HARRISON STREET
DESIGNER	SANDS
ARCHITECT	HONIC
ENGINEER	W&A
LANDSCAPE ARCHITECT	W&A
PLANNING	W&A
CONTRACTOR	W&A
PERMITS	W&A
REVISIONS	



**LEGEND**

- PROPERTY LINE
- SHEDDING LINE
- 3" WALKING SURFACE AND 6" CONCRETE SLAB PER CITY OF SAN FRANCISCO STANDARD DETAILS, SHEET C-200
- LANDSCAPING SLA
- CONCRETE STAIRS PER CITY OF SAN FRANCISCO STANDARD DETAILS
- 6" FINISH FLOOR PER CITY OF SAN FRANCISCO STANDARD SPEC BUILDING SECTION 210

**GENERAL NOTES**

1. PROPERTY LINE LOCATIONS SHOWN ON THIS PLAN ARE BASED ON RECORD PLANS AND FIELD SURVEY DATA. VERIFY PROPERTY LINE LOCATIONS IN FIELD.
2. SEE SHEET C-200 FOR GENERAL NOTES.
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REV	DATE	ISSUE

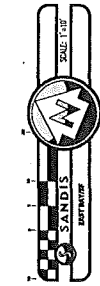
**SANDS** INC.  
 1532 HARRISON STREET  
 SAN FRANCISCO, CA 94109  
 (415) 778-3333  
 www.sandsinc.com

DATE: 10/2/17  
 SHEET: 10-17-001  
 PROJECT: 1532 HARRISON STREET  
 SHEET: 10-17-001

**GRADING AND  
 DRAINAGE PLAN**

SCALE: 1/8" = 1'-0"

**C-300**



- LEGEND**
- PROPERTY LINE
  - EXISTING LINE
  - GRADE ROCK
  - 2" PLANING SURFACE OVER 4" CONCRETE SLAB
  - LANDSCAPING
  - CONCRETE CURB/CURB
  - MODULAR CONCRETE

**SHEET NOTES:**  
 1. ELECTRICAL, MECHANICAL, SEE JOINT PROPERTY PLAN FOR  
 2. SEE PLANING SURFACE OVER 4" CONCRETE SLAB



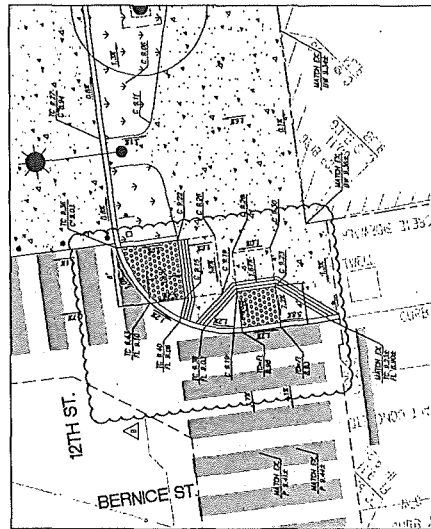
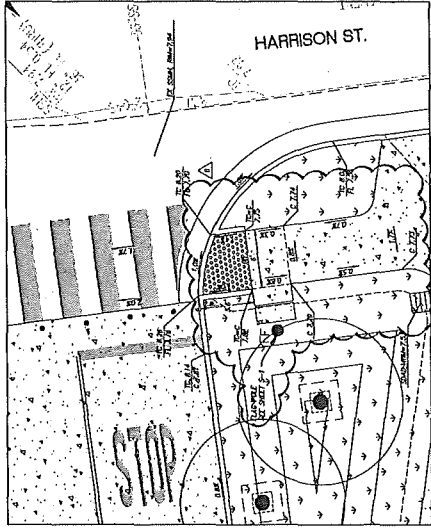
1532 HARRISON STREET  
(EAGLE PLAZA)  
SAN FRANCISCO, CA  
BLOCK/LOT: 3521/056

PROJECT NO.	15321056
DATE	01/27/19
DESIGNED BY	AK/CS
DRAWN BY	AK/CS
CHECKED BY	AK/CS
PROJECT NO.	15321056
CITY	SAN FRANCISCO
COUNTY	SAN FRANCISCO
STATE	CALIFORNIA
FEDERAL PROJECT NO.	
CITY PROJECT NO.	
COUNTY PROJECT NO.	
STATE PROJECT NO.	
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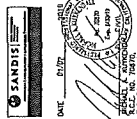
**SANDIS**  
DATE: 01/27/19  
PROJECT: 15321056  
SCALE: 1/8"=1'-0"  
SHEET: 1 OF 1

GRADING  
ENLARGEMENTS

SCALE: 1/8"=1'-0"  
C-301

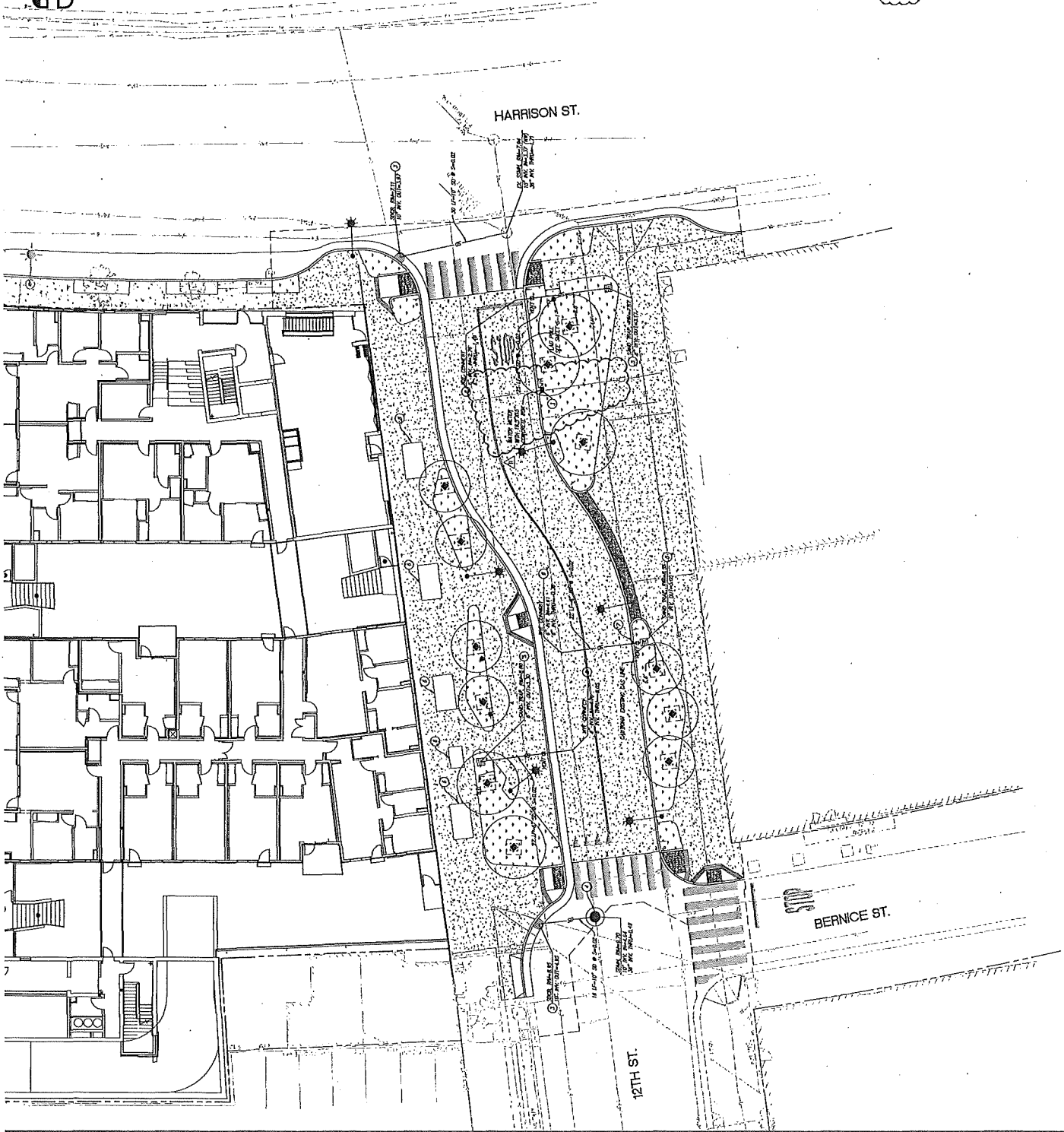


DATE	01/27/12
BY	SS
PROJECT NO.	1532 HARRISON STREET
PROJECT NAME	REPAIR AND IMPROVE
PROJECT LOCATION	1532 HARRISON STREET
PROJECT CLIENT	BIONIC ARCHITECTS
PROJECT ARCHITECT	BIONIC ARCHITECTS
PROJECT ENGINEER	BIONIC ARCHITECTS
PROJECT CONTRACTOR	BIONIC ARCHITECTS
PROJECT SUBMITTER	BIONIC ARCHITECTS
PROJECT REVIEWER	BIONIC ARCHITECTS
PROJECT APPROVER	BIONIC ARCHITECTS
PROJECT DATE	01/27/12
PROJECT ISSUE	REPAIR AND IMPROVE
PROJECT DRAWING NO.	1532 HARRISON STREET
PROJECT SHEET NO.	1532 HARRISON STREET
PROJECT TOTAL SHEETS	1532 HARRISON STREET
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PROJECT TOTAL SHEETS	1532 HARRISON STREET



UTILITY PLAN

SCALE: 1/8" = 1'-0"



LEGEND

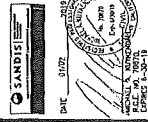
- PROPERTY LINE
- SEWER LINE
- WATER LINE
- 2" WORKING SERVICE ONLY 4" CONCRETE BASE
- LANDSCAPING
- CONCRETE DRIVEWAY
- IRREGULAR CONCRETE

SHEET NOTES

1. REVISOR CHECKING WITH ARCHITECT. CONTRACTOR TO VERIFY ALL UTILITIES ARE SHOWN AND AS SHOWN.
2. ANY WORK TO BE DONE BY CONTRACTOR SHALL BE SHOWN ON THIS SHEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND ANY AMENDMENTS THEREON.
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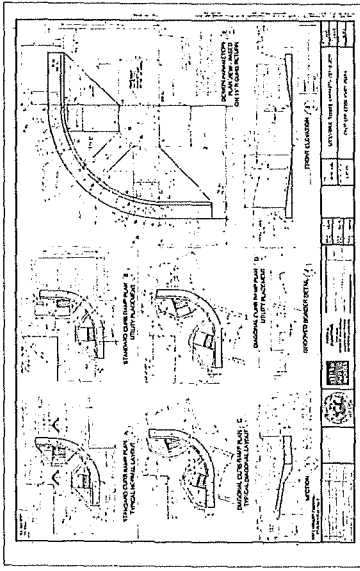
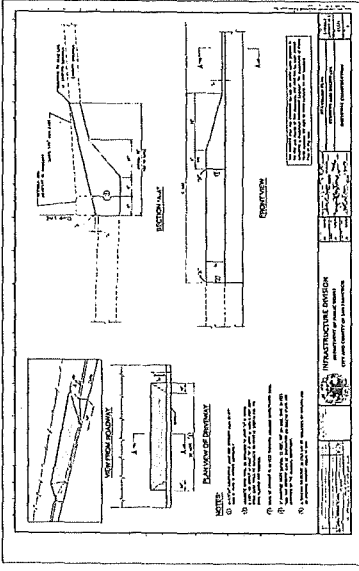
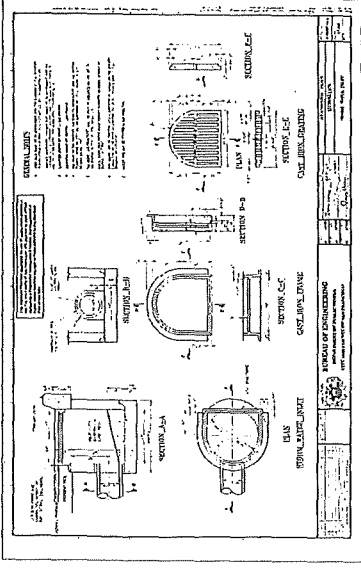
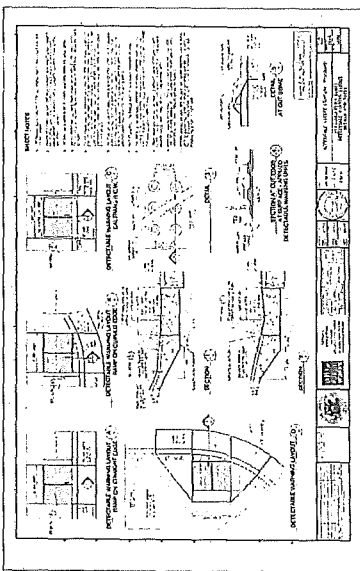
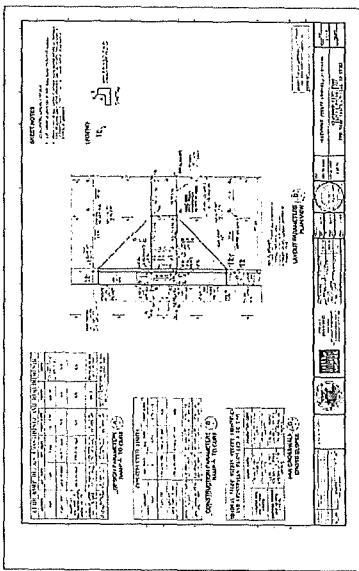
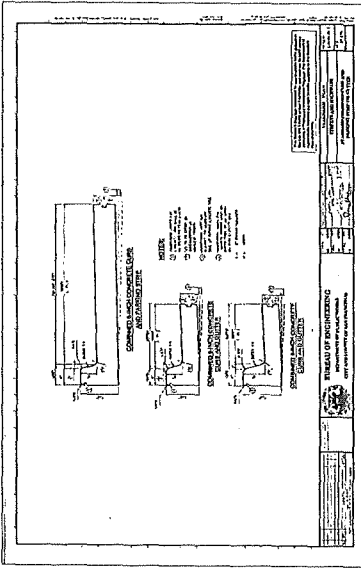
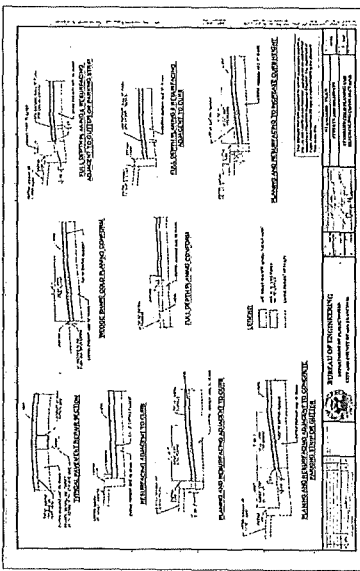
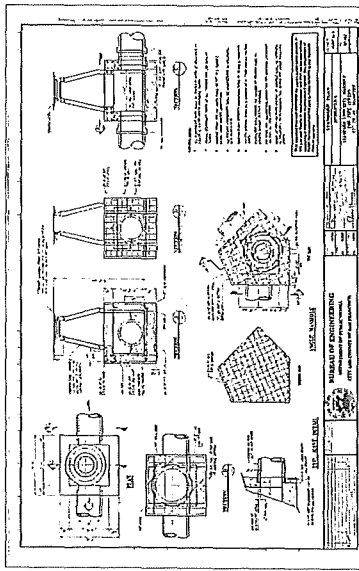
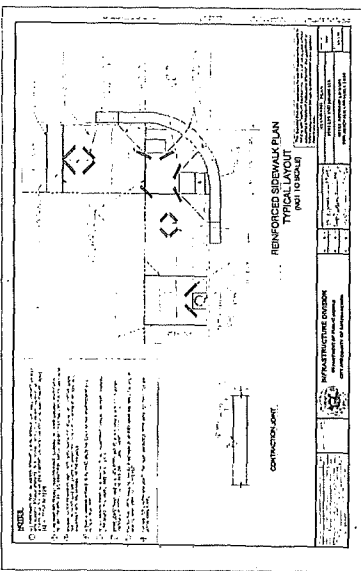
DESIGNED BY	DATE	SCALE
DRAWN BY	DATE	SCALE
PROJECT NO.	DATE	SCALE
REV. DATE	ISSUE	
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2	11/15/11	REVISIONS
3	12/15/11	REVISIONS
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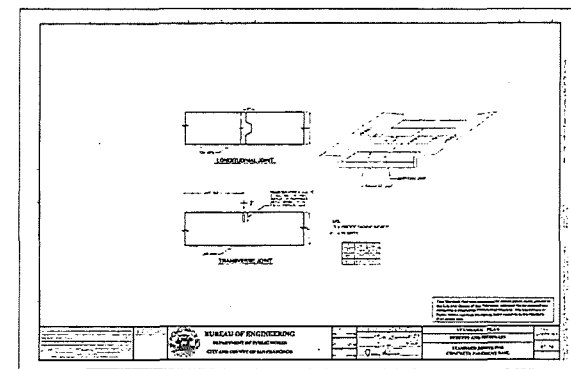
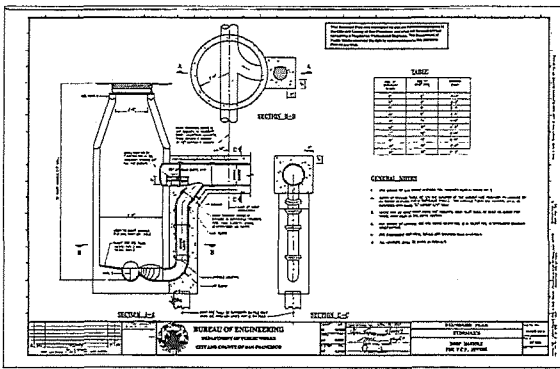
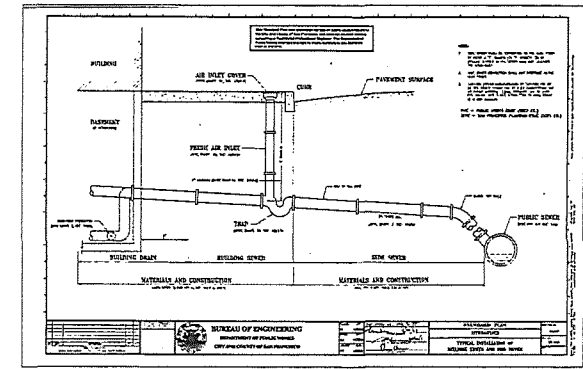
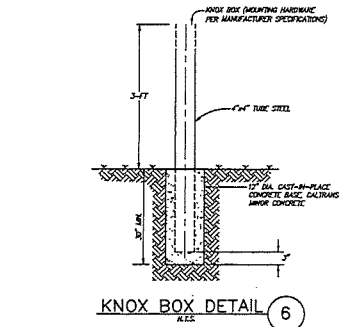
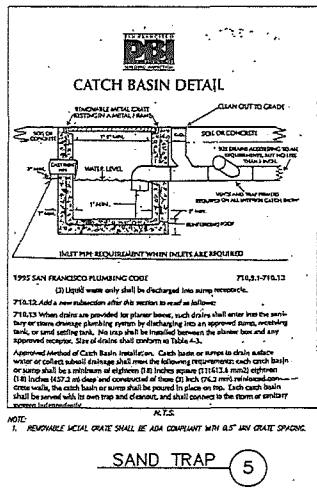
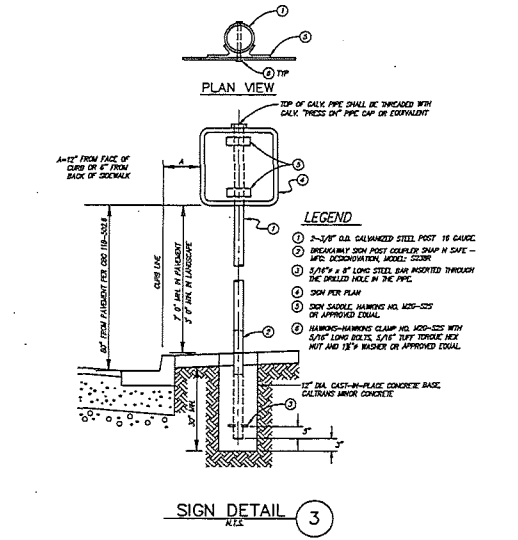
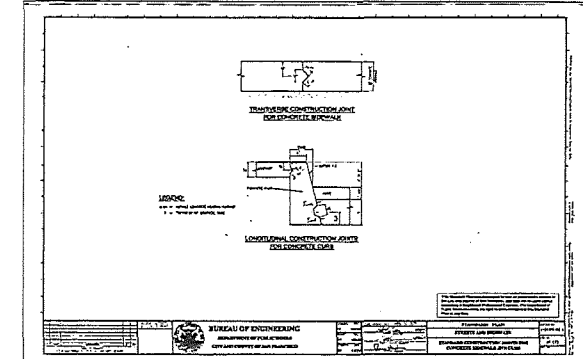
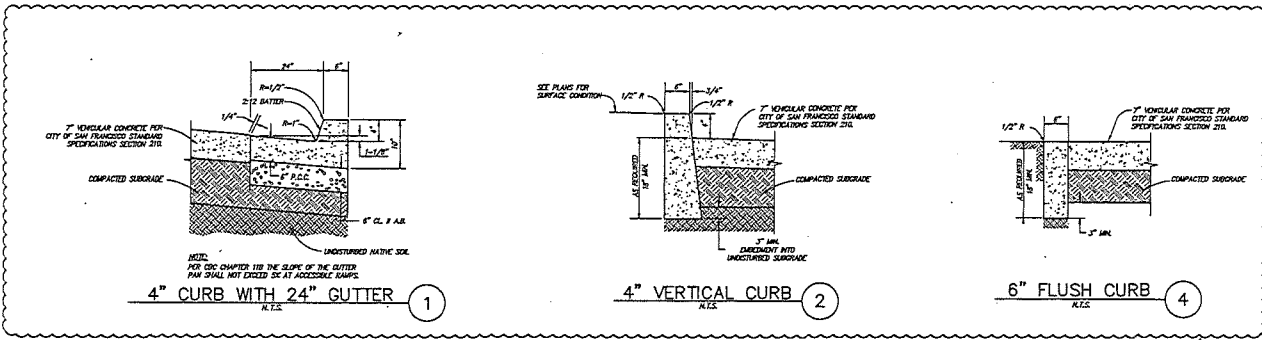
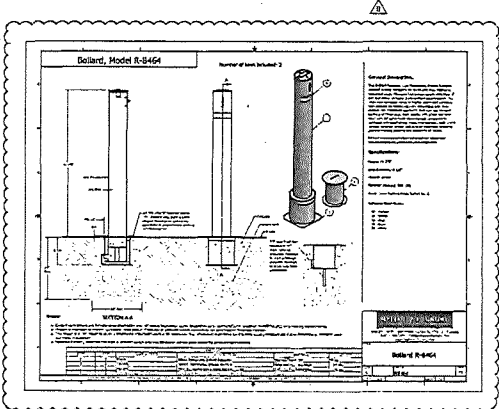


DATE: 01/22/20  
SCALE: 1/8" = 1'-0"

**CONSTRUCTION DETAILS**

SCALE: 1/8" = 1'-0"





1532 HARRISON STREET  
 (EAGLE PLAZA)  
 SAN FRANCISCO, CA  
 BLOCK/Lot: 3521/056

DESIGNED BY: K&E  
 CHECKED BY: SCS  
 PROJECT NO.: 11000

REV# DATE ISSUE

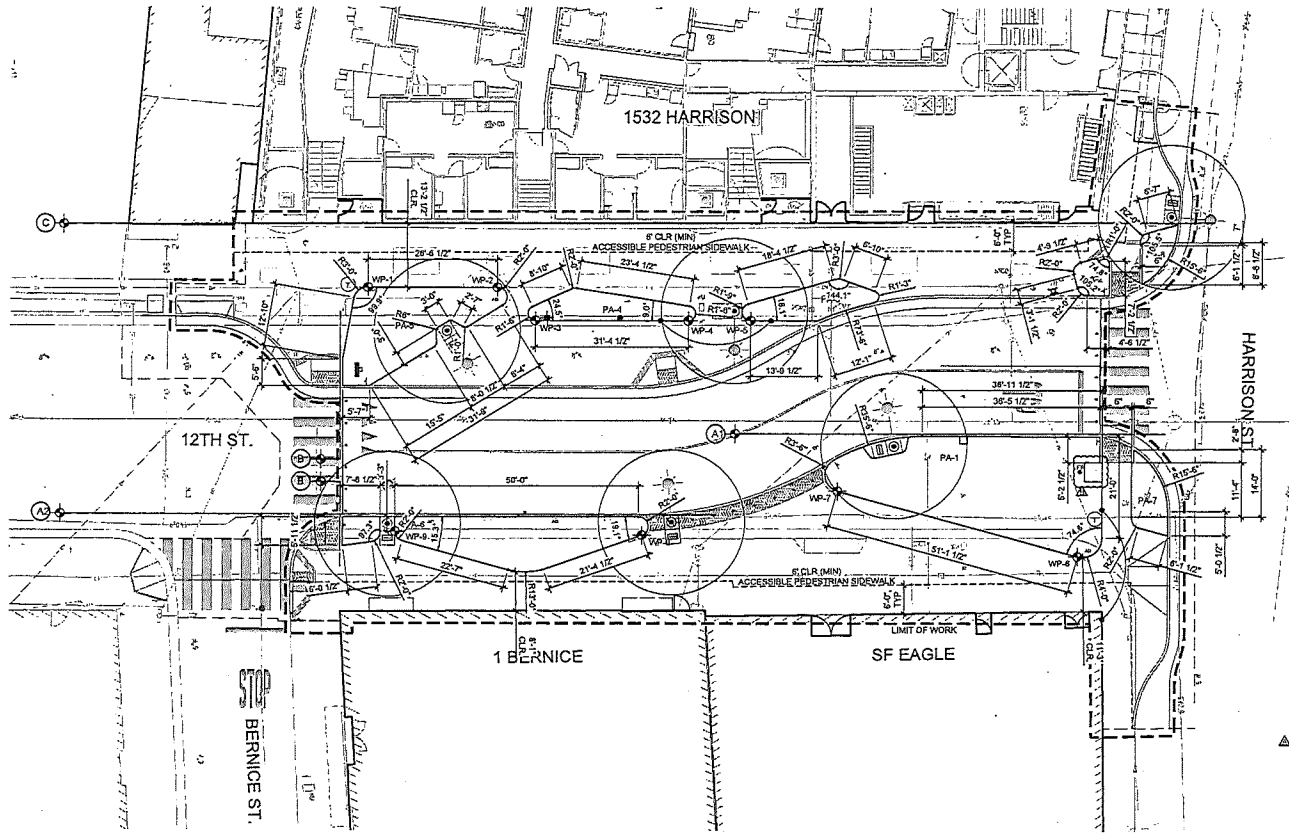
1. 01/02 2010

DATE: 01/02 2010

CONSTRUCTION DETAILS

SCALE: 1/8\"/>





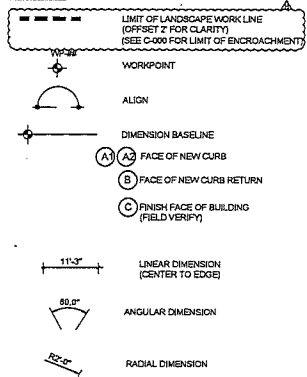
LANDSCAPE LAYOUT PLAN  
SCALE: VARIES (A)

PLAN SCALE: 1" = 10'-0"

**KEY LAYOUT NOTES**

1. LAYOUT INFORMATION SHOWN ON THIS DRAWING IS LIMITED TO DEFINING THE HORIZONTAL GEOMETRY OF THE PLANTER AREAS PA1 THROUGH PA8. SEE CIVIL HORIZONTAL CONTROL PLAN AND GRADING PLAN FOR ALL OTHER HARDSCAPE AND UTILITY DIMENSIONS WITHIN THE RIGHT OF WAY OF 12TH STREET, BERNICE STREET AND HARRISON STREET.
2. DIMENSIONS TO FACE OF FINISH WALL, FACE OF CURB UNLESS OTHERWISE NOTED.
3. WATER METER, S.C.D. PROVIDE CONCRETE PAD AROUND WATER METER PER SFPUC REQUIREMENTS.

**LEGEND**



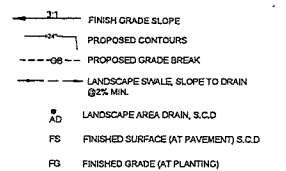
WORKPOINT SCHEDULE	
WP-#	COORDINATES (X,Y)
WP-1	119251.75, 56800.63
WP-2	119628.24, 56758.59
WP-3	119740.59, 56734.39
WP-4	120078.26, 56921.47
WP-5	120208.85, 56997.46
WP-6	121199.18, 56890.70
WP-7	120605.14, 56737.56
WP-8	120242.73, 56403.04
WP-9	119710.90, 56109.09

DRAWN BY	SK	
CHECKED BY	ZLSEB	
PROJECT NO.		
REV#	DATE	ISSUE
1	12/28/11	ISSUE FOR PERMIT
2	02/13/12	ISSUE FOR PERMIT
3	03/22/12	ISSUE FOR PERMIT
4	03/23/12	ISSUE FOR PERMIT

**KEY LANDSCAPE BERMING NOTES**

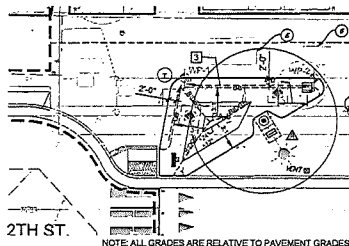
1. THE INTENT OF THIS DRAWING IS TO PROVIDE INFORMATION ON STAKING AND FORMING LANDSCAPE BERMS AT PLANTER AREAS PA 1 AND PA 6.
2. GRADE BREAK @ 2" BELOW ADJ. FINISH SURFACE ELEVATION AT PAVEMENT PER CIVIL GRADING PLANS. TOP GRADE BOTTOM OF BERM TO SLOPE TO DRAIN W/ DWALES AS SHOWN.
3. STAKE GRADE BREAK (GB) LINE PER OFFSETS FROM FROM ADJACENT EDGE OF PAVEMENT.
4. INSTALL BERMS TO CONFORM WITH FORMAL GEOMETRY AS SHOWN. REQUEST A REVIEW IN THE FIELD BY THE LANDSCAPE ARCHITECT PER GRADING NOTES ON SHEET L500.

**LEGEND**



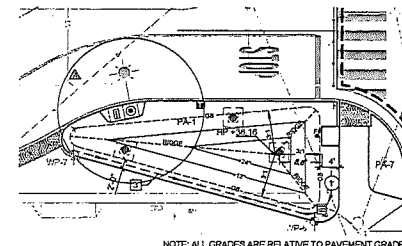
SHEET TITLE  
LAYOUT PLAN

SCALE: 1" = 10'-0"  
L-201



LANDSCAPE BERM LAYOUT AND GRADING - PA 5  
SCALE: VARIES (C)

NOTE: ALL GRADES ARE RELATIVE TO PAVEMENT GRADES



LANDSCAPE BERM LAYOUT AND GRADING - PA 1  
SCALE: VARIES (B)

NOTE: ALL GRADES ARE RELATIVE TO PAVEMENT GRADES

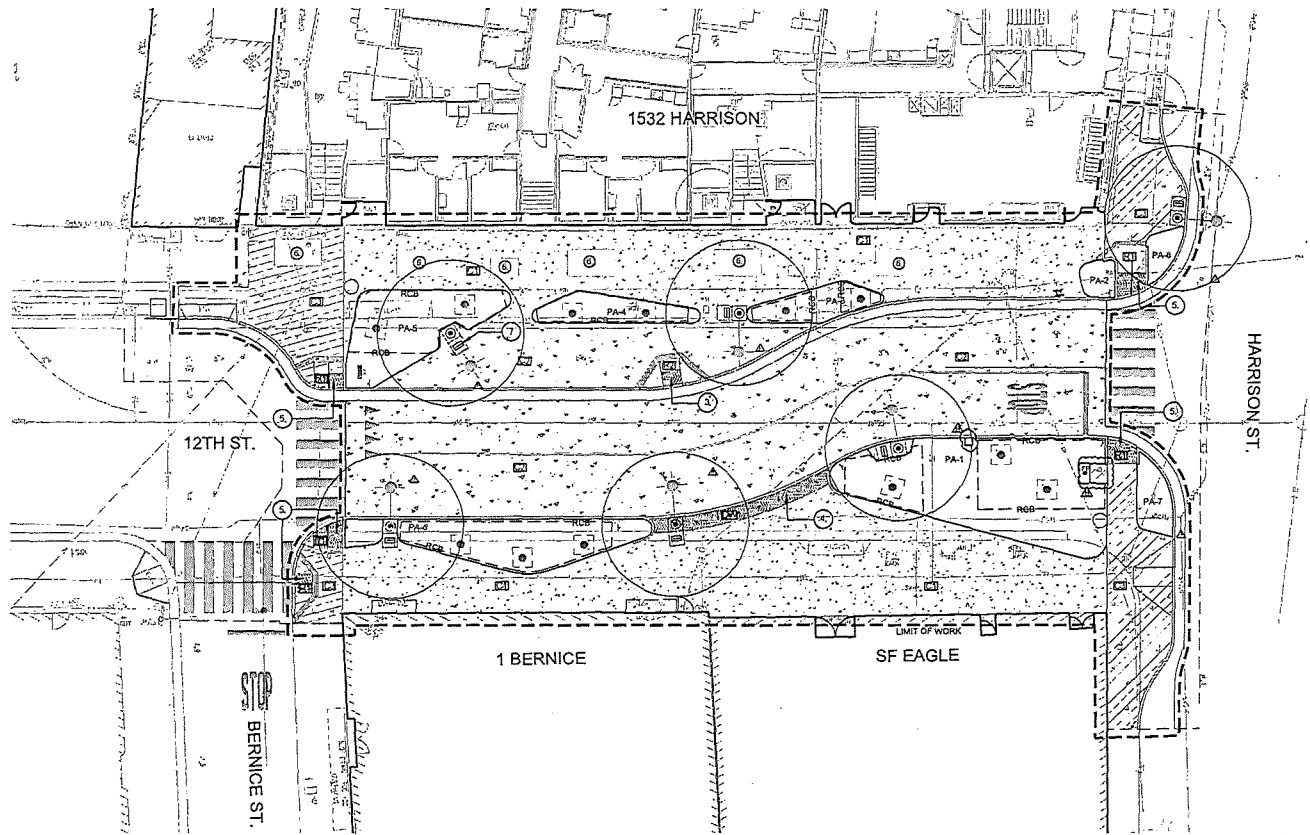
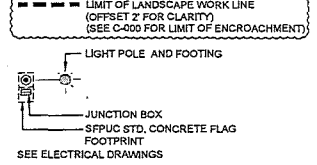
REV#	DATE	ISSUE
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2	11/20/24	ISSUE FOR PERMIT
3	11/20/24	ISSUE FOR PERMIT
4	11/20/24	ISSUE FOR PERMIT
5	11/20/24	ISSUE FOR PERMIT



KEY NOTES

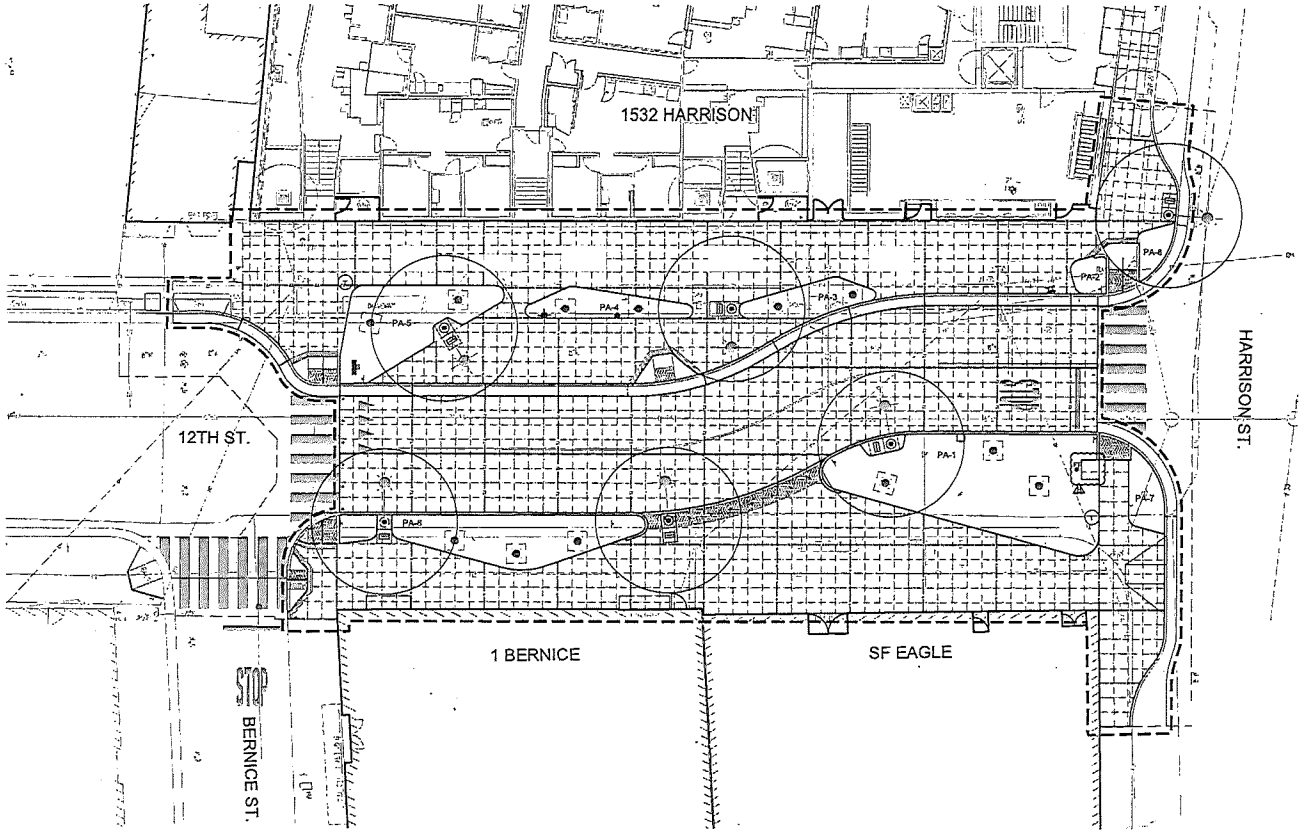
- REFER TO CIVIL DRAWINGS FOR HORIZONTAL CONTROL, GRAVING AND UTILITY INFORMATION, ROADWAY STRIPING AND CONSTRUCTION DETAILS.
- INSTALL ROOT CONTROL BARRIERS AT ALL PLANTER AREAS TO EXTENT SHOWN AND AS REQUIRED TO PROTECT EXISTING AND PROPOSED UTILITIES AND PAVEMENT SECTION FROM POTENTIAL TREE ROOT INTRUSION. REFER TO PLANTING NOTES ON SHEET L000.
- TO MEET THE SFPDW STANDARDS AND CALIFORNIA TITLE 24 REQUIREMENTS OF 70% VISUAL CONTRAST W/ ADJACENT SIDEWALK (TYPE C2), THE MID BLOCK CURB RAMP (R2) SHALL BE INSTALLED W/
  - INTEGRAL COLOR: SEE MATERIAL SCHEDULE
  - CAST IN PLACE DETECTABLE WARNING PAVERS, COLOR: SEE MATERIAL SCHEDULE
 THE COLOR CONTRAST PROVIDED IS INTENDED TO CONFORM W/ DIRECTION RECEIVED FROM PROJECT REVIEWS BY THE ADA DISABILITY ACCESS COORDINATOR, SF DPA.
- DETECTABLE WARNING PAVERS (DW) SHALL MEET SFPDW STANDARDS AND CALIFORNIA TITLE 24 REQUIREMENT OF 70% VISUAL CONTRAST W/ ADJACENT SIDEWALK (TYPE C1 & C2). SEE MATERIAL SCHEDULE FOR COLOR.
- CITY STANDARD CURB RAMP (R1) IN CITY STD CONCRETE SIDEWALK (C1) SHALL BE INSTALLED W/ CITY STD INTEGRAL COLOR SPECIFICATIONS & FEDERAL YELLOW DETECTABLE WARNING PAVERS. SEE CIVIL DWGS.
- IN-GRADE UTILITY VAULTS PER JOINT TRENCH CONSULTANT DRAWINGS.
- TRAFFIC RATED ELECTRICAL PULL BOX INSTALLATION

LEGEND



MATERIALS SCHEDULE

Symbol	Code	Material Type	Color	Finish	Manufacturer/Repi/Contact #
		CIP Concrete Flatwork			
	C1	Pedestrian section concrete paving w/ Sawcut score joints SF City Std. pavement section	Integral Color; Chromix admixtures Dark Gray C-34, w/ Emerchrome SC Color Hardener Color Dark Gray C-34	Medium Acid Etch	LM Scofield, Bob Torres Torres, bob@us.sika.com #3167152717
	C2	Vehicle section concrete paving w/ Sawcut score joints SF City Std. Pavement Section	Integral Color; Chromix admixtures Dark Gray C-34, w/ Emerchrome SC Color Hardener Color Dark Gray C-34	Medium Acid Etch	LM Scofield, Bob Torres Torres, bob@us.sika.com #3167152717
	C3	SF City standard concrete sidewalk	SFPDW standard mix design	SFPDW standard finish	CC
	R1	New SF City standard concrete curb ramps w/ detectable warning pavers (installed at pavement type C3).	See Civil Dwgs.	See Civil Dwgs.	See Civil Dwgs.
	R2	New SF City standard mid block concrete curb ramp (installed at pavement type C2)	Ramp: Integral Color; Chromix admixtures Cool Gray C-1266, w/ 70% color contrast to adj. pavement C2, w/ Cast in Place Detectable Warning pavers; Pearl White #378975 Curb and Gutter: SFPDW standard color	SFPDW standard finish	LM Scofield, Bob Torres Torres, bob@us.sika.com #3167152717 Armor Tile, Engineered Plastics Inc. gerard@engplastics.com
	DW	Cast in place detectable warning pavers (installed at pavement type C1)	Detectable Warning pavers; Pearl White #378975 w/ 70% color contrast to adj. pavement C2.	Standard finish	Armor Tile, Engineered Plastics Inc. gerard@engplastics.com
	RCB	Root Control Barrier 48"H x 24" W Panels	Modat UB 48-2	Standard Finish	DeepRoot Green Infrastructure, LLC 101 Montgomery Street, Suite 2850, San Francisco, CA 94104 info@deeproot.com Tel: 415 781 9700
		Pavement striping	See Civil Dwgs.		
		Protect ex. fire hydrant to remain.			



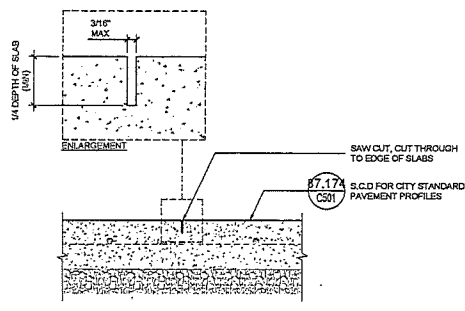
- KEYED NOTES**
1. SEE CIVIL DRAWINGS C-500 AND C-501 FOR SFPW STANDARD CONCRETE PAVEMENT, ROADWAY AND JOINTING DETAILS.
  2. PROVIDE REINFORCEMENT AT ALL PROPERTY CORNERS, UTILITY VAULTS, CORNERS OF PLANTERS AND CURB RAMPS PER SFPW STANDARD PLAN #96.008.
  3. ALL PAVEMENT JOINTS TO BE SAWCUT.
  4. PROVIDE CITY STANDARD TRANSVERSE CONSTRUCTION JOINT WHERE CITY STD SIDEWALK MEETS PAVEMENT @ ADJ. PRIVATE PROPERTY.

- LEGEND**
- LIMIT OF LANDSCAPE WORK LINE (OFFSET Z FOR CLARITY) (SEE C-000 FOR LIMIT OF ENCROACHMENT)
  - LONGITUDINAL CONSTRUCTION JOINT AT COMBINED CURB AND GUTTER (PER SFPW STANDARD PLAN #87.170)
  - ④ (C-501) LONGITUDINAL CONSTRUCTION JOINT AT FLUSH CURB
  - TRANSVERSE JOINT AT ROADWAY (PER SFPW STANDARD PLAN 87.174)
  - LONGITUDINAL CONSTRUCTION JOINT AT ROADWAY (PER SFPW STANDARD PLAN 87.174)
  - ⊖ B --- CONTRACTION (SCORE) JOINT AT SIDEWALK. SAWCUT TO 1/4 DEPTH OF SLAB, TYP.
  - TRANSVERSE CONSTRUCTION JOINT AT CONCRETE SIDEWALK (PER SFPW STANDARD PLAN 87.173)
  - ⊖ A --- ISOLATION JOINT; INSTALL BETWEEN PAVEMENT AND BUILDING FACE, TYP.

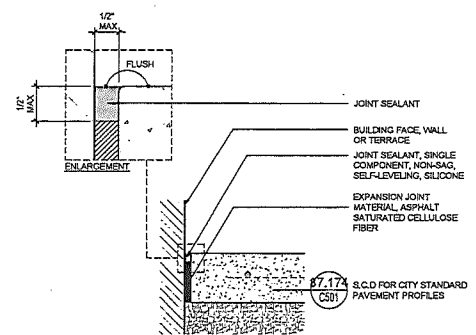
1532 HARRISON STREET  
(EAGLE PLAZA)  
SAN FRANCISCO, CA  
BLOCK/L: 1: 3521/056

DRAWN BY: KK  
CHECKED BY: KK, SCS  
PROJECT NO:

REV#	DATE	ISSUE
1		ISSUED FOR PERMITS
2		ISSUED FOR PERMITS
3		ISSUED FOR PERMITS
4		ISSUED FOR PERMITS
5		ISSUED FOR PERMITS
6		ISSUED FOR PERMITS
7		ISSUED FOR PERMITS
8		ISSUED FOR PERMITS
9		ISSUED FOR PERMITS
10		ISSUED FOR PERMITS



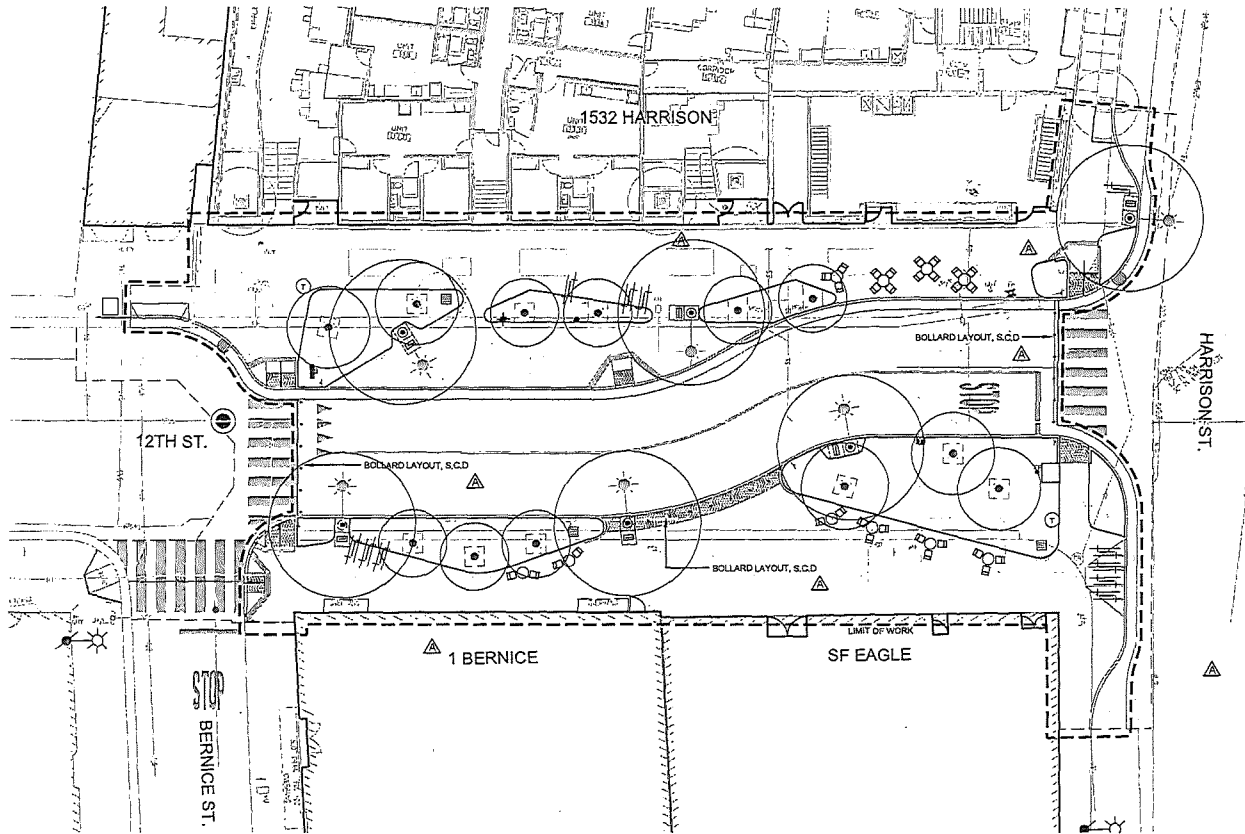
SECTION B  
STANDARD SAW CUT CONTRACTION JOINT  
SCALE: 3"=1'-0"



SECTION A  
STANDARD CONCRETE ISOLATION JOINT  
SCALE: 3"=1'-0"

SHEET TITLE  
JOINTING PLAN

SCALE: 1"=10'-0"  
L-302



**KEY LAYOUT NOTES**

- 1 LAYOUT INFORMATION SHOWN ON THIS DRAWING IS LIMITED TO DEFINING THE HORIZONTAL GEOMETRY OF THE PLANTER AREAS PA1 THROUGH PA 5. SEE CIVIL HORIZONTAL CONTROL PLAN AND GRADING PLAN FOR ALL OTHER HARDSCAPE AND UTILITY DIMENSIONS WITHIN THE RIGHT OF WAY OF 12TH STREET, BERNICE STREET AND HARRISON STREET.
- 2 DIMENSIONS TO FACE OF FINISH WALL, FACE OF CURB UNLESS OTHERWISE NOTED.

**LEGEND**

--- LIMIT OF LANDSCAPE WORK LINE (OFFSET 2' FOR CLARITY) (SEE C-600 FOR LIMIT OF ENCROACHMENT)

Symbol	Description Tag	Quantity	Manufacturer	Model	Color	Material/Finish
○	Cafe Table (OSCI)	10	Sarralunga	Lisboa side Chair	Red	Polypropylene
□	Chair (OSCI)	30	Sarralunga	Lisboa Armchair	Red	Polypropylene
•	Removable bollards w/ keyed lock/unlock, and reflective stripe.	13	Reliance Foundry	Model #R-8484-RA including all accessories.	Paint color: match Cool Gray 1296 pavement color. Reflective stripe: Red	stainless steel w/ exterior grade Tnemec paint system.
○*	New city std. street light	8	See Electrical Drawings			
⊙	Sidewalk trashcan, City Std	2		City Std.	City Std.	hot dip galvanized steel w/ exterior grade Tnemec paint system.
⊙	Monument Sign	1	Design Build Contractor			
⊙	Flag Pole (OSCI)	1	LPh Bolander & Sons San Francisco, CA	See Owner provided structural drawing S-1 for flag pole product, color, finish and structural details.	See Sheet S-1	See Sheet S-1
⊙	SFMTA Std. Bike Rack	13	GC, submit shop drawings.	Circular Bike Rack with flanges for surface mounting per SFMTA standards.	none	hot dip galvanized steel square tube/ natural finish.
⊙	Outdoor O/C Power Pedestal	1	See Electrical Drawings			



1532 HARRISON STREET  
(EAGLE PLAZA)  
SAN FRANCISCO, CA  
BLOCK/LOT: 3521/056

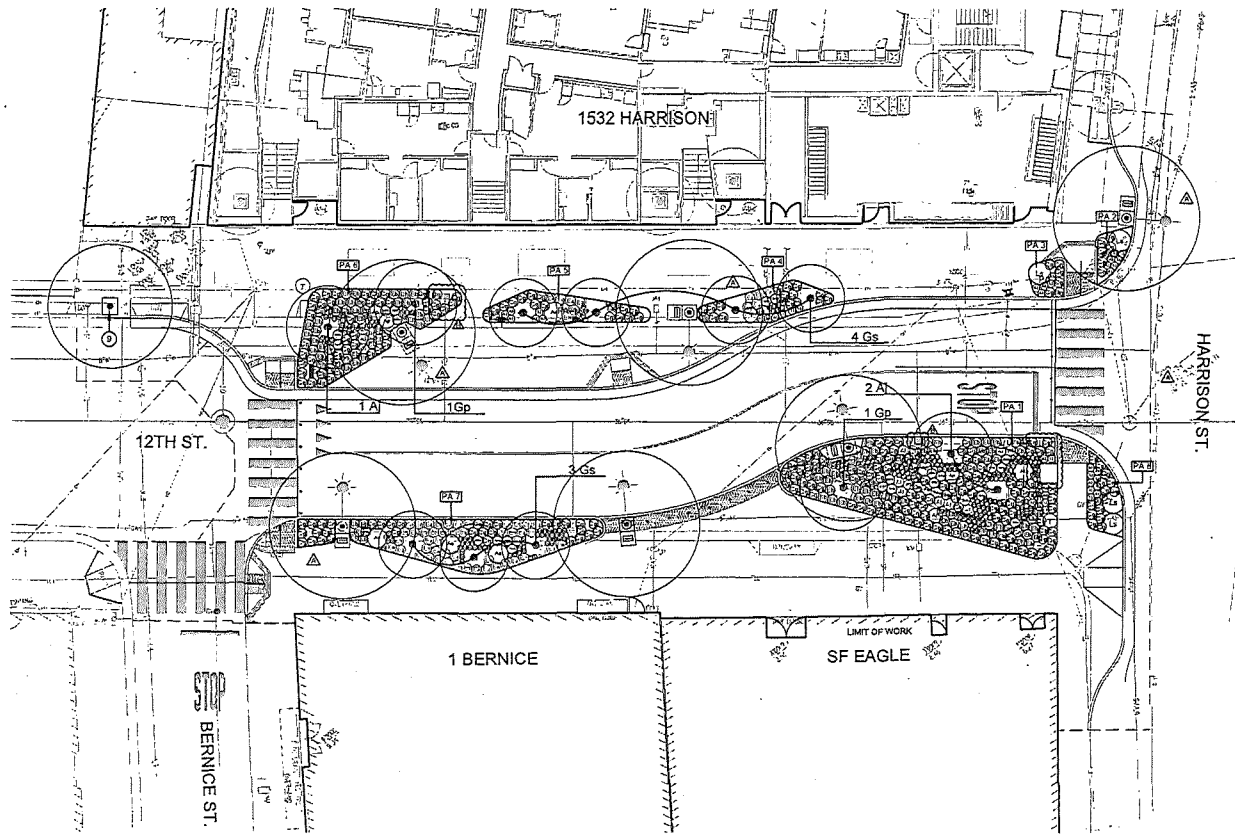
DRAWN BY: EC  
CHECKED BY: JK, JEL  
PROJECT NO:

REV#	DATE	ISSUE
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2	02/23/12	ISSUE FOR PERMIT
3	02/23/12	ISSUE FOR PERMIT
4	02/23/12	ISSUE FOR PERMIT
5	02/23/12	ISSUE FOR PERMIT



SHEET TITLE  
SITE FURNISHINGS PLAN

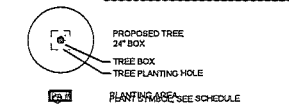
SCALE: 1"=10'-0"  
L-311



**KEY NOTES**

1. REQUEST A REVIEW IN THE FIELD BY THE LANDSCAPE ARCHITECT TO FIELD VERIFY LOCATION OF ALL NEW TREES, PER NOTES ON SHEET L004.
2. INSTALL ALL NEW TREES A MINIMUM OF 5FT MEASURED FROM CENTER OF TREE TO THE OUT EDGE OF EXISTING AND PROPOSED SFPDW WATER UTILITY ASSETS.
3. SHRUBS/PERENNIALS SYMBOL SIZE SHOWN AT MATURITY MAINTAINED.
4. PLANTING SPACING GENERAL RULE: PLACE THE CENTER OF ALL SHRUBS AWAY FROM EDGES AND WALLS 1/2 DIAMETER OF THE SPACING. PLACE THE CENTER OF ALL PERENNIALS 1/2 DIAMETER OF THE SPACING.
5. BEGIN LAYOUT PARALLEL WITH EDGES OF EACH PLANTER AND RECONCILE IN THE CENTER OF EACH BED. ALIGN PLANTS AS SHOWN TO TOLERANCE +/- 1/2" IN 10'.
6. PLANT SHRUB ADJACENT TO CURB SPACED 1/2' WIDTH OF PLANT AT MATURITY.
7. ALL PLANTER AREAS SHALL RECEIVE TWO IMPORT SOIL MIXES:
  - SOIL PROFILE A: IMPORT TOP SOIL W/ ORGANIC AMENDMENT UP TO 12" DEPTH
  - SOIL PROFILE B: IMPORT TOP SOIL MEDIA W/ ORGANIC AMENDMENT.
  - USE SOIL PROFILE B AT TREE BACKFILL, BERMS AND ALL PLANTER AREAS WHERE EXISTING SOIL IS ABSENT OR DEFICIENT FOR HORTICULTURAL USE.
7. INSTALL 3" OF MULCH IN ALL PLANTER AREAS. TYPE:
  - BARK MULCH, COLOR: BLACK
8. INSTALL 2" - 4" DIA. BLACK BASALT ROCK MULCH AT ALL TREES WITHIN A 3FT ZONE FROM CENTER OF TREE TRUNK.
9. PROTECT ALL EXISTING TREES ADJACENT TO THE LANDSCAPE LIMIT OF WORK. REFER TO TREE PROTECTION NOTES ON SHEET L000 AND FOLLOW THE PROJECT ARBORIST'S RECOMMENDATIONS.
10. ECHINOCYLLUS CALIFORNICA - SEED 1 LB BY HAND THROUGHOUT ALL PLANTING AREAS WITHIN THE LANDSCAPE LIMIT OF WORK.
11. ALL PLANTER AREAS (PA) ARE AT GRADE PLANTING AREAS. NO RAISED WALLS, OR ABOVE OR BELOW GRADE PLANTER STRUCTURES ARE PROPOSED.

**LEGEND**



Symbol	Quantity	Size	Spacing in Inches	Botanical Name	Common Name	Evergreen/Deciduous	Wucols
<b>Trees</b>							
Gp	2	24" Box		<i>Gelgera parvifolia</i>	Australian Willow	E	M
Aj	3	24" Box		<i>Albizia julibrissin</i>	Mimosa Tree	D	
Gs	7	24" Box		<i>Gleditsia tricanthos</i> 'Sunburst'	Sunburst Honey Locust	D	L
<b>Perennials</b>							
Aa	5	5 gal	48	<i>Agave attenuata</i>	Foxtail Agave		
Ap	7	5 gal	36	<i>Agave parryi</i>	Parry's Agave		
Al	23	1 gal	24	<i>Anigozanthos</i> 'Landscape Lilac'	Lilac Kangaroo Paw		L
Ab	49	1 gal	24	<i>Anigozanthos</i> 'Bush Gold'	Yellow Kangaroo Paw		L
Am	123	1 gal	12	<i>Achillea millefolium</i>	Yarrow		L
Ans	29	1 gal	24	<i>Achillea moonshine</i>	Fern Leaf Yarrow		L

Symbol	Quantity	Size	Spacing in Inches	Botanical Name	Common Name	Evergreen/Deciduous	Wucols
<b>Perennials</b>							
Cg	285	1 gal	24	<i>Calandrinia grandiflora</i>	Rock Purslane		L
Ea	61	1 gal	24	<i>Euphorbia amygdaloides</i> var. <i>robilae</i>	Mrs Robble's Bonnet Wood Spurge		M
Eb	108	1 gal	24	<i>Euphorbia</i> 'Blue Haze'	Blue Haze Wood Spurge		L
Ep	121	1 gal	12	<i>Echinacea purpurea</i>	Purple Coneflower		M
Es	7	5 gal	72	<i>Leucadendron</i> 'Safari Goldstrike'	Yellow Conebush		L

**1532 HARRISON STREET**  
 (EAGLE PLAZA)  
 SAN FRANCISCO, CA  
 BLOCK/L f. 3521/056

DRAWN BY: JCL  
 CHECKED BY: JCL  
 PROJECT NO:

REV # DATE LEAVE  
 1 02/20/2018  
 2 02/20/2018  
 3 02/20/2018  
 4 02/20/2018  
 5 02/20/2018

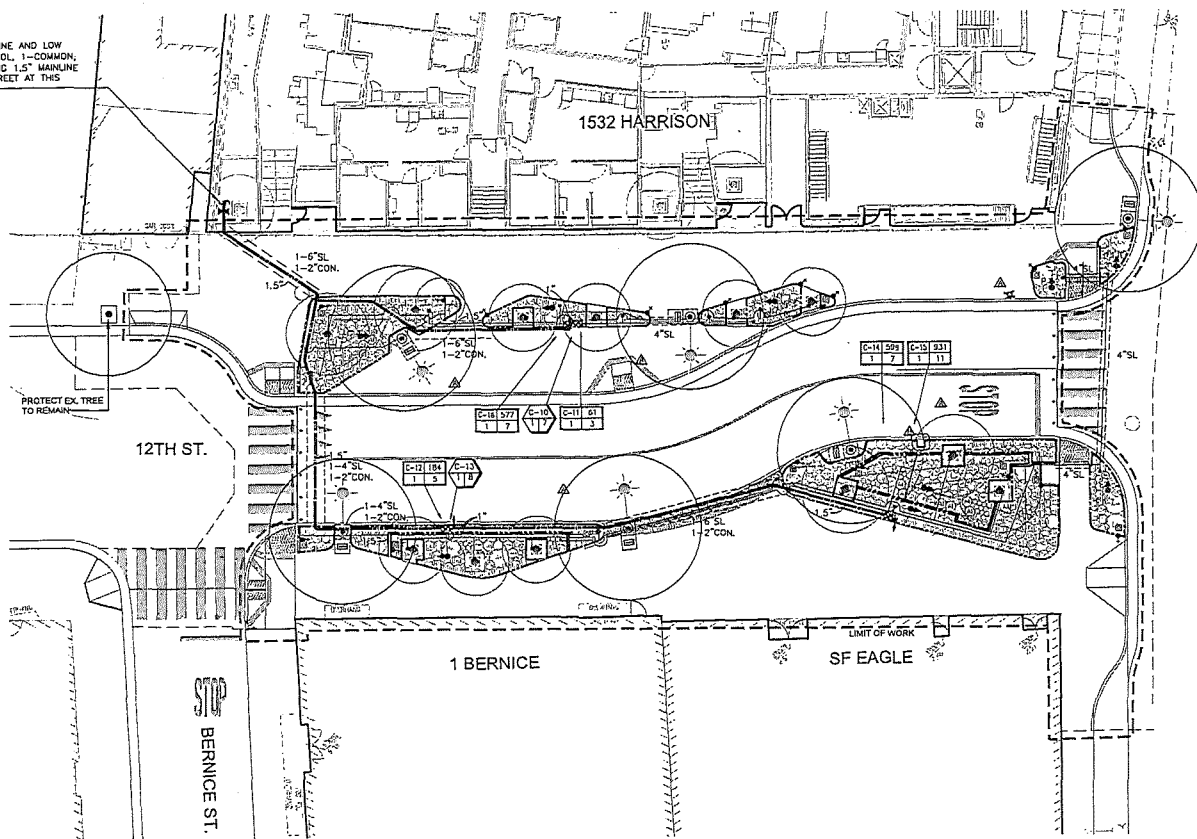


SHEET TITLE  
**PLANTING PLAN**

SCALE: 1"=10'-0"  
 L-401



CONNECT NEW 1.5" MAINLINE AND LOW VOLTAGE WIRES (6-CONTROL, 1-COMMON, AND 2-EXTRA) TO EXISTING 1.5" MAINLINE FROM 1532 HARRISON STREET AT THIS APPROXIMATE LOCATION.



NOTES:

- ONE BUBBLER SYMBOL IS SHOWN AT TREES FOR GRAPHIC CLARITY ONLY. INSTALL MINIMUM TWO BUBBLERS AT EACH TREE. INSTALL REQUIRED NUMBER OF BUBBLERS AS DETAILED.
- IRRIGATION EQUIPMENT MAY BE SHOWN WITHIN HARDSCAPE FOR GRAPHIC CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN PLANTED AREAS. IRRIGATION PIPE AND WIRE CROSSING BENEATH HARDSCAPE SURFACES SHALL BE CONTAINED WITHIN SLEEVING OR SCHEDULE 40 PVC CONDUIT. SLEEVING SIZE SHALL BE A MINIMUM OF TWO TIMES THE AGGREGATE DIAMETER OF ALL PIPES CONTAINED WITHIN SLEEVE. PROVIDE VERTICAL SWEEP FOR ALL ELECTRICAL CONDUIT ON EACH SIDE OF HARDSCAPE AND TERMINATE ENDS AT 12" MINIMUM DEPTH AND 12" FROM HARDSCAPE SURFACE.
- UNSIIZED LATERAL LINE PIPING LOCATED DOWN STREAM OF 1" PIPING SHALL BE 3/4" IN SIZE (TYPICAL).
- SIZING OF LATERAL PIPE SHALL BE AS FOLLOWS:
 

.75"	0-5 GPM
1"	7-12 GPM
1.25"	13-20 GPM
- SIZING OF LATERAL PIPE FOR DRIPLINE (12" O.C. CRD WITH 0.6 GPH OR LESS EMITTERS) SHALL BE AS FOLLOWS:
 

.75"	0-500 FT
1"	501-1100 FT
1.25"	1101-2000 FT
1.5"	2001-3000 FT



1532 HARRISON STREET  
(EAGLE PLAZA)  
SAN FRANCISCO, CA  
BLOC JT: 3521/056

DRAWN BY	SK	
DESIGNED BY	SK, SLS	
PROJECT NO.		
REV #	DATE	ISSUE
1	11/20/17	ISSUE 1 (PROPOSED PLAN)
2	12/15/17	ISSUE 2 (REVISED PLAN)
3	01/10/18	ISSUE 3 (REVISED PLAN)
4	02/01/18	ISSUE 4 (REVISED PLAN)
5	02/15/18	ISSUE 5 (REVISED PLAN)
6	03/01/18	ISSUE 6 (REVISED PLAN)
7	03/15/18	ISSUE 7 (REVISED PLAN)
8	04/01/18	ISSUE 8 (REVISED PLAN)
9	04/15/18	ISSUE 9 (REVISED PLAN)
10	05/01/18	ISSUE 10 (REVISED PLAN)
11	05/15/18	ISSUE 11 (REVISED PLAN)
12	06/01/18	ISSUE 12 (REVISED PLAN)
13	06/15/18	ISSUE 13 (REVISED PLAN)
14	07/01/18	ISSUE 14 (REVISED PLAN)
15	07/15/18	ISSUE 15 (REVISED PLAN)
16	08/01/18	ISSUE 16 (REVISED PLAN)
17	08/15/18	ISSUE 17 (REVISED PLAN)
18	09/01/18	ISSUE 18 (REVISED PLAN)
19	09/15/18	ISSUE 19 (REVISED PLAN)
20	10/01/18	ISSUE 20 (REVISED PLAN)
21	10/15/18	ISSUE 21 (REVISED PLAN)
22	11/01/18	ISSUE 22 (REVISED PLAN)
23	11/15/18	ISSUE 23 (REVISED PLAN)
24	12/01/18	ISSUE 24 (REVISED PLAN)
25	12/15/18	ISSUE 25 (REVISED PLAN)
26	01/01/19	ISSUE 26 (REVISED PLAN)
27	01/15/19	ISSUE 27 (REVISED PLAN)
28	02/01/19	ISSUE 28 (REVISED PLAN)
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32	04/01/19	ISSUE 32 (REVISED PLAN)
33	04/15/19	ISSUE 33 (REVISED PLAN)
34	05/01/19	ISSUE 34 (REVISED PLAN)
35	05/15/19	ISSUE 35 (REVISED PLAN)
36	06/01/19	ISSUE 36 (REVISED PLAN)
37	06/15/19	ISSUE 37 (REVISED PLAN)
38	07/01/19	ISSUE 38 (REVISED PLAN)
39	07/15/19	ISSUE 39 (REVISED PLAN)
40	08/01/19	ISSUE 40 (REVISED PLAN)
41	08/15/19	ISSUE 41 (REVISED PLAN)
42	09/01/19	ISSUE 42 (REVISED PLAN)
43	09/15/19	ISSUE 43 (REVISED PLAN)
44	10/01/19	ISSUE 44 (REVISED PLAN)
45	10/15/19	ISSUE 45 (REVISED PLAN)
46	11/01/19	ISSUE 46 (REVISED PLAN)
47	11/15/19	ISSUE 47 (REVISED PLAN)
48	12/01/19	ISSUE 48 (REVISED PLAN)
49	12/15/19	ISSUE 49 (REVISED PLAN)
50	01/01/20	ISSUE 50 (REVISED PLAN)

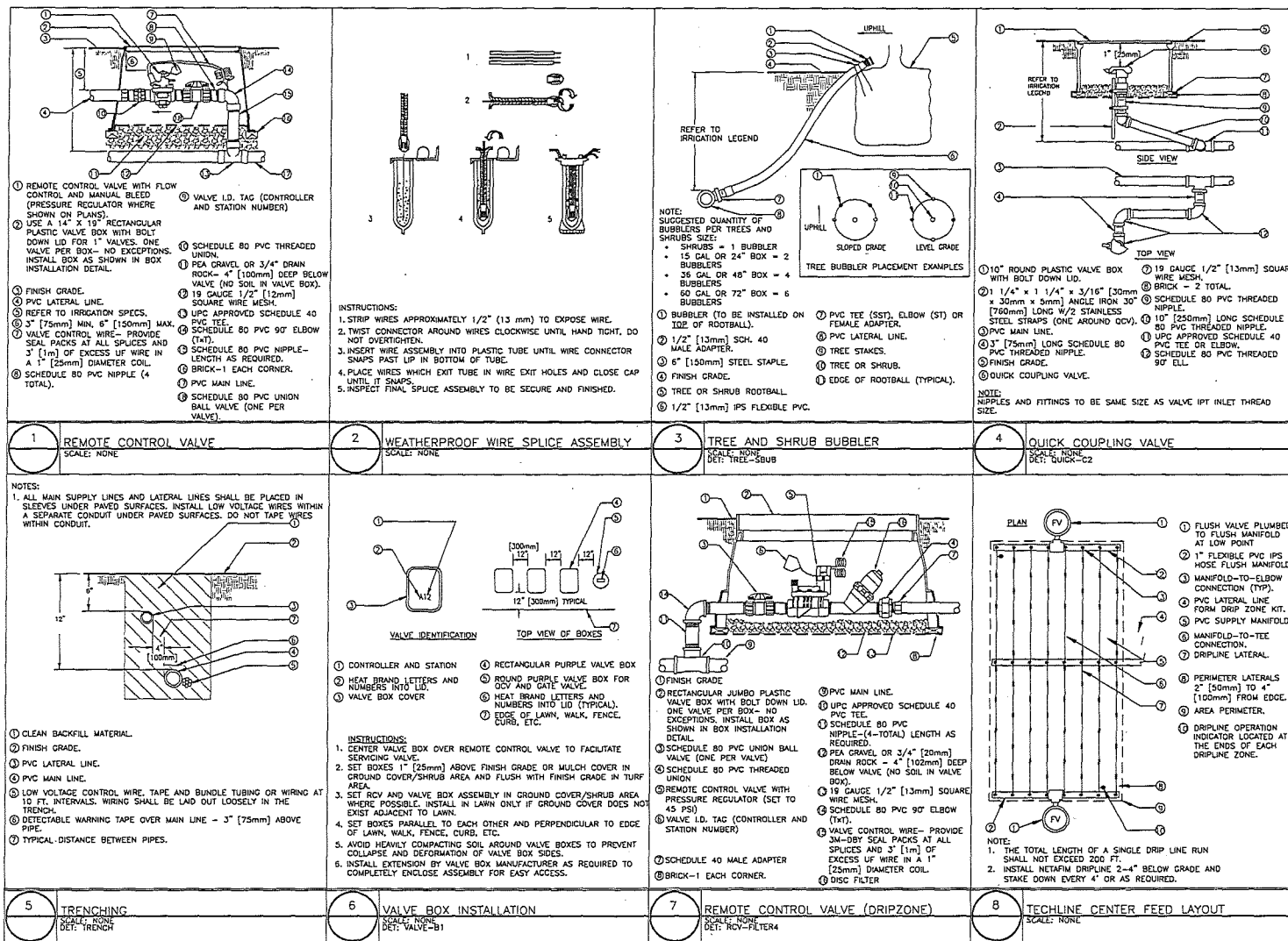


SHEET TITLE  
IRRIGATION PLAN

Irrigation Consultant:  
Russell D. Mitchell Associates, Inc.  
2765 Canyon Diablo  
Walrus Creek, CA 94591  
H 925.979.3163 F 925.962.9471  
www.mitchellirrigation.com

SCALE: 1"=10'-0"  
L-501



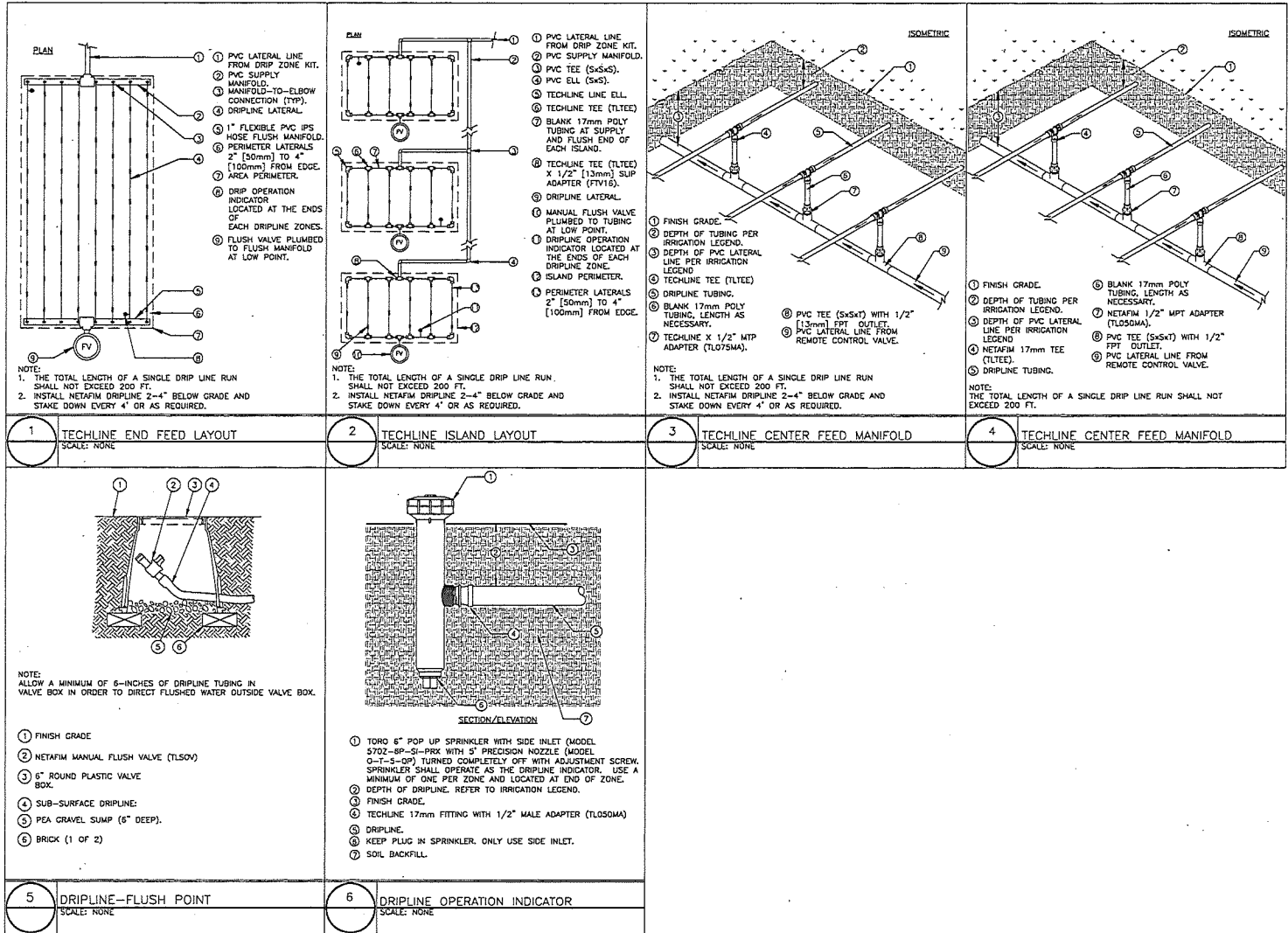


DRAWN BY: *kk*  
 CHECKED BY: *LS, UES*  
 PROJECT NO: \_\_\_\_\_

REV # DATE ISSUE

11/25/23	SHEET APPROVED BY
	PROJECT APPROVED BY
	DESIGN APPROVED BY
	CHECKED BY

DATE: 11/25/23  
 TIME: 10:00 AM



1532 HARRISON STREET  
(EAGLE PLAZA)  
SAN FRANCISCO, CA  
BLOCK 1: 3521/056

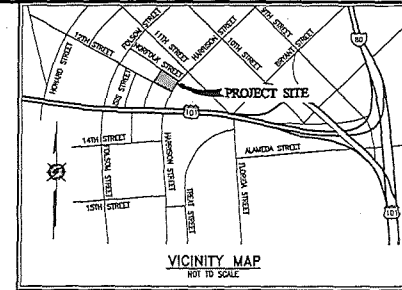
DRAWN BY: [ ]  
CHECKED BY: [ ]  
PROJECT NO: [ ]

REV# DATE ISSUE  
[ ] [ ] [ ]  
[ ] [ ] [ ]  
[ ] [ ] [ ]



SHEET TITLE  
IRRIGATION  
DETAILS

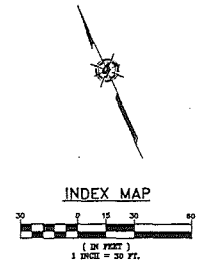
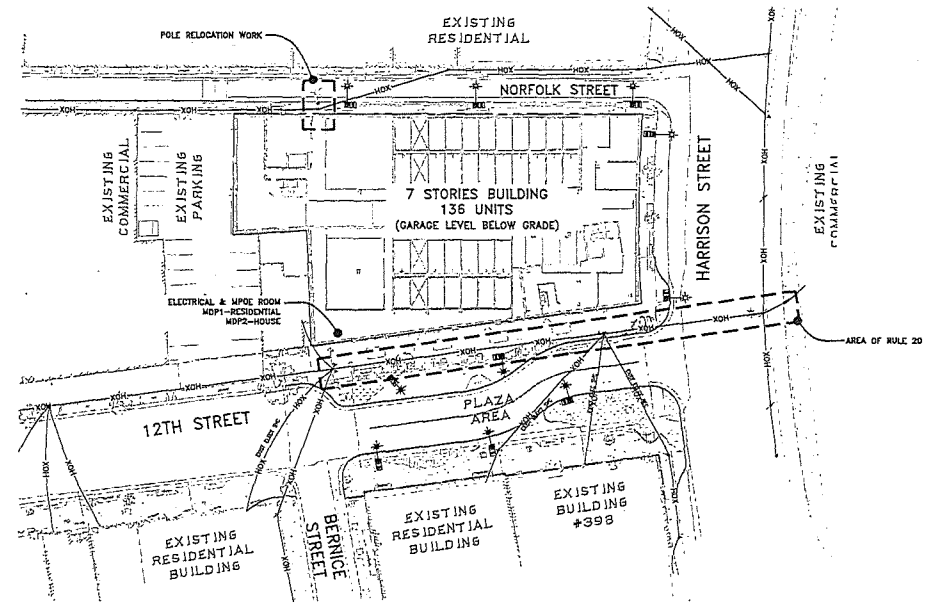
# BUILD, INC. 1532 HARRISON STREET SAN FRANCISCO, CALIFORNIA



BUILDING INFO	
136 UNITS	
Avg. SQ. FT. 605	
LARGEST SQ. FT. 1101	
SMALLEST SQ. FT. 308	

ELECTRIC LOADS	
<b>MDP1 (RESIDENTIAL)</b>	
2500A, 120/208V, 3#	
136 RESIDENTIAL UNITS	
<b>MDP2 (HOUSE &amp; RETAIL)</b>	
1200A, 277/480V, 3#	
1-FREE PUMP 75HP (600A)	
2-CLERKING (20 HP EACH)	
1-HOUSE PANEL (600A)	
1-RETAIL (200A)	
8-DI CHARGERS	

GAS LOADS	
<b>METER #1 (RESIDENTIAL)</b>	
1 METER @ 30PSI	
136 RESIDENTIAL UNITS	
TOTAL LOAD: 2,055,000 BTU	
WATER MTR. 4 @ 200,000 BTU EA	
AC UNIT: 2 @ 325,000 BTU EA	
AC UNIT: 3 @ 100,000 BTU EA	
AC UNIT: 1 @ 75,000 BTU	
FIRE PIT: 1 @ 100,000 BTU	
REC 2 @ 65,000 BTU	
<b>METER #2 (RETAIL)</b>	
1 METER @ 30PSI	
RETAIL SPACE	
TOTAL LOAD: 2,000,000 BTU	



REVISIONS	
NO.	DATE
1	02-19-18
2	02-19-18
3	02-19-18
4	02-19-18
5	02-19-18
6	02-19-18
7	02-19-18
8	02-19-18
9	02-19-18
10	02-19-18

**GIACALONE DESIGN SERVICES, INC.**  
3400 STEWARTS HALL DR., 4TH FLOOR, SAN FRANCISCO, CA 94108  
www.giacalone.com

**JOINT TRENCH COMPOSITE TITLE SHEET**  
1532 HARRISON STREET  
BLOC # 1, E PLAZA  
SAN FRANCISCO, CALIFORNIA  
T: 3521/056

PROJECT TEAM CONTACTS		
COMPANY:	CONTACT:	PHONE:
BUILD, INC.	MARK MUTTER	415-581-7835
SANDS	BRIAN SHICK	510-873-8888
PG&E - SAN FRANCISCO	MY-LINH NGUYEN	415-284-7889
AT&T - SAN FRANCISCO	MIKE PICHINA	415-216-2199
CABLECOM - S. SAN FRANCISCO	TIM WILSON	650-489-8715
WAVEBAND - CONCORD	ORAN GORDON	925-459-1077
BAR ARCHITECTS	PAUL HERSCOOK	415-293-7183
BERNIG LANDSCAPE	SCOTT SMITH	415-200-0285
OTIS - PUBLIC SAFETY	MIKE DENNING	415-650-2718
GIACALONE DESIGN SERVICES, INC.	TOMAS ARGAYA	925-467-1740

PG&E PM NO.
ELECTRIC:
RULE 19: 31325232
RULE 16:
RULE 20: 31325235
WR01: 31354555
GAS:
RULE 19: 31341182
RELD0:

LATEST FILES RECEIVED				
DESCRIPTION:	BY:	DATE:	STATUS:	
GAS DESIGN	CGSI	02-05-18	A	
ELECTRIC DESIGN (NR/R20)	CGSI	2-12-18/4-20-18	A/A	
ELECTRIC DESIGN (WR0)	CGSI	02-13-18	A	
TELEPHONE LAYOUT	AT&T	01-09-18	INTENT REPLY	
CONCAST CMTY LAYOUT	CABLE COM	02-22-18	REV INTENT REPLY	
WAVEBAND CMTY LAYOUT	WAVEBAND	12-19-17	INTENT REPLY	
STREET LIGHT PLANS - PUBLIC	CGSI	10-03-18	RS	
PUBLIC SAFETY LAYOUT				
IMPROVEMENT PLANS (ELECTRONIC FILE)	SANDS	02-07-18		

PROJECT DESCRIPTION & SCOPE	
<ul style="list-style-type: none"> <li>NEW SERVICE TO (1) BUILDING CONSISTING OF (136) UNITS (E.G.T.C)</li> <li>2 SERVICES: (1)-1200A, 277/480V, 3#, (1)-2500A, 120/208V, 3#</li> <li>3 SS UCD TRANSFORMERS: (2) NEW BUSINESS, (1) R20</li> <li>2 GAS METERS: (1) RESIDENTIAL, (1) RETAIL</li> <li>1 MPOE ROOM</li> <li>UNDERGROUNDINGS OF APPROX. 240' OF OVERHEAD ALONG 12TH ST.</li> <li>11 NEW STREET LIGHTS:             <ul style="list-style-type: none"> <li>6-PLAZA AREA, 2-HARRISON STREET, 3-NORFOLK STREET</li> </ul> </li> <li>WR0 POLE RELOCATION (NORFOLK STREET)</li> </ul>	

SHEET INDEX	
SHEET	DESCRIPTION
JT1	JOINT TRENCH COMPOSITE TITLE SHEET
JT2	JOINT TRENCH GENERAL NOTES & DETAILS
JT3	JOINT TRENCH SECTIONS & DETAILS
JT4	JOINT TRENCH COMPOSITE PLAN
SL1-SL2	PUBLIC STREET LIGHTING TITLE & DETAIL SHEET
SL3	PUBLIC STREET LIGHTING SITE PLAN
G1-G2	PG&E GAS CONSTRUCTION DRAWINGS
E1-E2	PG&E ELECTRIC CONSTRUCTION SKETCH (NEW BUSINESS)
E1-E2	PG&E ELECTRIC CONSTRUCTION SKETCH (RULE 20)
E1	PG&E ELECTRIC CONSTRUCTION SKETCH (WR0)

PROJECT MANAGER:  
T. ARGAYA  
DRAWN BY:  
M. ALHUSSEINI  
CHECKED BY:  
D. SHAY  
SCALE:  
1"=30'  
JOB NUMBER:  
18-056  
DATE LAST MODIFIED:  
02-19-18  
SHEET  
**JT1**  
OF 4 SHEETS

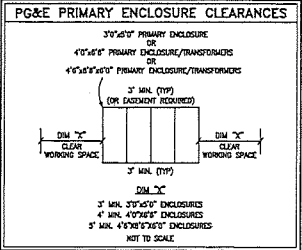
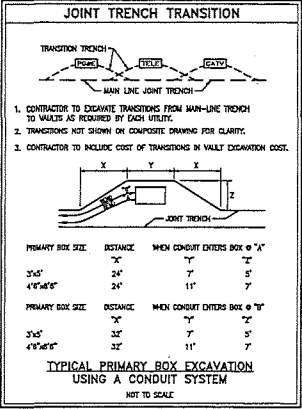
A=Approved • ANS=Approved Not Signed • NA=Not Approved • F=Final Submittal • SS=Second Submittal

LABOR & CONSTRUCTION RESPONSIBILITY	
1. TRENCHING; EXCAVATE, BACKFILL AND COMPACT	CONTRACTOR
2. GAS MATERIALS: SUPPLY, INSTALL	CONTRACTOR
3. ELECTRIC CABLE: SUPPLY, INSTALL	CONTRACTOR
4. ELECTRIC CONDUIT: SUPPLY, INSTALL	CONTRACTOR
5. ELECTRIC SPURCE BOXES: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
6. ELECTRIC TRNS. ENCLS: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
7. ELECTRIC ENCL. ENCLS: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
8. ELECTRIC TRNS. PADS: GRADE, SUPPLY, INSTALL	CONTRACTOR
9. ELECTRIC SWITCH PADS: GRADE, SUPPLY, INSTALL	CONTRACTOR
10. TELEPHONE CONDUIT: SUPPLY, INSTALL	CONTRACTOR
11. TELEPHONE CABLE: SUPPLY, INSTALL	CONTRACTOR
12. TELEPHONE SPURCE BOXES: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
13. TELEPHONE INTER PADS: GRADE, SUPPLY, INSTALL	CONTRACTOR
14. CATV CONDUITS: SUPPLY, INSTALL	CONTRACTOR
15. CATV SPURCE BOXES: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
16. WAVEBAND CONDUITS: SUPPLY, INSTALL	CONTRACTOR
17. WAVEBAND SPURCE BOXES: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
18. PUBLIC SAFETY CONDUITS: SUPPLY, INSTALL	CONTRACTOR
19. PUBLIC SAFETY BOXES: EXCAVATE, SUPPLY, INSTALL	CONTRACTOR
20. STREET LIGHTING (PUBLIC): EXCAVATE, SUPPLY, INSTALL	CONTRACTOR

THE ⊗ ABOVE DESIGNATES THE WORK TO BE PERFORMED BY THE CONTRACTOR AND EACH UTILITY COMPANY.

**STREET LIGHTING NOTES**

- STREET LIGHT LOCATIONS PROVIDED BY LANDSCAPE ARCH & CO. CIRCULAR PROVIDED BY EOL. SEE PUBLIC STREET LIGHT PLANS SHEETS SL1-SL3.
- STREET LIGHT CONDUIT INSTALLED IN SEPARATE TRENCH. REFER TO J.T. COMPOSITE PLANS FOR LOCATION OF STREET LIGHT TRENCH.

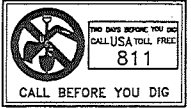


- JOINT TRENCH CONTRACTORS NOTES**
- THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL INSTALLATIONS INSPECTED AND APPROVED BY THE RESPECTIVE UTILITY COMPANY, MUNICIPALITY, OR SOLID DESIGNER PRIOR TO ANY BACK FILLING. (48 HOUR NOTICE)
  - CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH OSHA INDUSTRIAL PROCEDURES AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING AROUND ENERGIZED EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE WARNING SIGNS AND SAFETY PROCEDURES AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.
  - THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POINTS OF ACCESS THAT ARE NECESSARY TO ADVISORY LAW ENFORCEMENT AND TRAFFIC AT ALL TIMES.
  - THE CONTRACTOR TO BE AWARE THAT THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE BASED UPON RECORD DATA MADE AVAILABLE BY PG&E, TELEPHONE, CITY, IMPROVEMENT PLANS AND CITY RECORDS. GICALONE DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR THE INFORMATION SHOWN. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE PRECISE LOCATION OF ALL UNDERGROUND FACILITIES. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) (811) AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO START OF WORK.
  - THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF CONSTRUCTION WITH THE RESPECTIVE UTILITY AGENCIES, AGENCIES, AS NEEDED PRIOR TO THE NEED FOR INSTALLATIONS.
  - THE CONTRACTOR SHALL NOTIFY DEVELOPER AS HOURS PRIOR TO THE NEED FOR SURVEY STAKING. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF ALL CONSTRUCTION STAKING SET BY THE DEVELOPER SURVEYORS AND WILL BE BACK CHARGED FOR ANY RE-CORRECTING THAT IS REQUIRED.
  - THE CONTRACTOR IS RESPONSIBLE TO PROTECT IN PLACE ALL EXISTING FACILITIES. EXCAVATION MAY BE REQUIRED OVER, UNDER OR ADJACENT TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, EXPOSE AND PROTECT ALL EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO DO THE WORK BASED ON THE RECORD OF THE IMPROVEMENT PLANS IN CONJUNCTION WITH THESE PLANS.
  - IT'S THE CONTRACTOR'S/DEVELOPER'S RESPONSIBILITY TO MAKE SURE THAT THE MOST CURRENT SET OF PLANS ARE BEING USED. CALL GICALONE DESIGN SERVICES, INC. (925) 487-1740 IF NEEDED.
  - THE CONTRACTOR SHALL COORDINATE ALL TIE-INS WITH UTILITY COMPANIES AS REQUIRED.
  - THE CONTRACTOR SHALL PROVIDE TRENCH HOLES TO 12" BELOW EXISTING GAS MAIN FOR PEEK ONE TIE-INS UNLESS OTHERWISE NOTED ON PLANS.
  - JOINT TRENCH FACILITIES SHALL MAINTAIN A MINIMUM OF 3" HORIZONTAL CLEARANCE FROM EDGE OF JOINT TRENCH TO EDGE OF "NET" UTILITIES WITH A MINIMUM 6" VERTICAL CLEARANCE WITH CROSSING (U.S.M.). THE CONTRACTOR SHALL REFER TO PG&E UD STANDARD 55433 FOR ADDITIONAL INFORMATION.
  - TRENCH TRENCHES FOR VALVES/PEDISTALS NOT SHOWN FOR CLARITY. THE CONTRACTOR SHALL PROVIDE INSTANT TRENCHES AS REQUIRED FOR CONDUIT/CABLE ROUTING INTO VALVES/PEDISTALS. CONTRACTOR SHALL INCLUDE COST OF TRENCH TRENCH IN VALVE/PEDISTAL EXCAVATION COST.
  - THE CONTRACTOR SHALL OFFSET VALVES/PEDISTALS AS REQUIRED FOR CONDUIT/CABLE ROUTING.
  - THE CONTRACTOR SHALL FIELD ADJUST VALVES/PEDISTALS AS REQUIRED TO AVOID CONFLICTS WITH SIDEWALKS, SIDEWALKS, HANDICAP RAMPS, FIRE HYDRANTS, WATER & SEWER LATERALS, ETC.
  - SERVICE LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THEIR EXACT LOCATIONS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL FIELD ADJUST SERVICE TUBS AND CROSSING LOCATIONS AS REQUIRED TO AVOID CONFLICTS WITH OTHER FACILITIES.
  - SERVICE CONNECTION TRENCHES SHALL BE INSTALLED AFTER CURB AND GUTTER. UNDIRECTED OVERHEADS. THE CONTRACTOR SHALL CONDUCT ADDITIONAL WORK-UPS AS NECESSARY TO COMPLETE THE SERVICES TO EACH INDIVIDUAL UNIT WITH THE DEVELOPER. UTILITY COMPANIES & ALL INVOICED SHALL COORDINATE THESE WORK-UPS. THIS SHALL BE INCLUDED IN THE CONTRACTORS UNIT BID PRICE FOR TRENCHING.
  - EDGE OF SPURC BOXES & PEDISTALS SHALL BE 3" FROM EDGE OF F&M AND 3" FROM STREET LIGHT (TRP) CONDUIT TO AVOID IMPROVING F&M TRUCK BLOCK.
  - THE CONTRACTOR SHALL PERFORM ALL TRENCHING, EXCAVATING, BACKFILLING, INSTALLATION AND ALL OTHER WORK AS SHOWN OR NOTED ON THESE PLANS & SPECIFICATIONS.
  - ALL TRENCHES, BOXES AND CONDUIT LAYOUTS IN THE PLAN SET ARE SHOWN IDEENTIALLY. THE CONTRACTOR SHALL SIGNAL ALL UTILITY MAINT. PADS, CONDUITS, ETC. IN PROPER RELATION TO FINAL DRIVE. VERIFY ALL SUBSTRUCTURE EXCAVATION DIMENSIONS WITH SUPPLIERS PRIOR TO EXCAVATING.
  - ALL JOINT TRENCH CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARD PRACTICES AND SPECIFICATIONS OF EACH PARTICIPATING UTILITY COMPANY AND CONFORM TO THE CURRENTLY ADOPTED EDITIONS OF THE CONDUIT PLANS AND SPECIFICATIONS OF THE CITY OR COUNTY ADOPTED.
  - THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING WORK.
  - THE BOTTOM OF ALL TRENCHES SHALL BE CLEARED OF ROCKS AND ALL OTHER HARD SURFACE MATERIAL. A SAND BEDDING OF AT LEAST 2" (TWO INCHES) SHALL BE PROVIDED ON WHICH THE UTILITIES WILL BE PLACED. MAY NOT BE REQUIRED IN SOME SAND AREAS. CONSULT WITH LOCAL AGENCIES.
  - THE CONTRACTOR SHALL NOTIFY GICALONE DESIGN SERVICES, INC. OF ANY DIFFERENCES IN THE ACTUAL LOCATION OF EXISTING FACILITIES FROM THAT SHOWN IN THESE PLANS, OR ANY OTHER CONFLICTS WITH THE DESIGN, PRIOR TO COMMENCING WORK IN THAT AREA. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING GICALONE DESIGN SERVICES, INC.
  - GICALONE DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR ANY DIFFERENCES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PRIOR TO SUBMITTING BIDS.
  - THE CONTRACTOR SHALL COORDINATE ALL CONNECTIONS BETWEEN EXISTING AND PROPOSED FACILITIES WITH THE RESPECTIVE UTILITY AGENCIES. ALL EXISTING CONDUIT TO BE USED SHALL BE MAINTAINED AND PROVED PRIOR TO MAKING CONNECTIONS AS DIRECTED BY THE EXISTING INSPECTOR. UTILITY COMPANIES SHALL MAKE ALL "NOT-TIE-INS" AND CONNECTIONS. THE CONTRACTOR SHALL NOT CUT OR REMOVE ANY EXISTING FACILITIES UNLESS AS SPECIFIED BY THE UTILITY. THIS COST SHALL BE INCLUDED IN THE CONTRACTOR BID.
  - THE CONTRACTOR IS REQUIRED TO EXCAVATE "BULL HOLES" AT THE TIE-IN LOCATIONS AS REQUIRED BY THE UTILITY COMPANIES.
  - TRENCHING AND/OR SUBSTRUCTURE EXCAVATIONS MAY TAKE PLACE OVER, UNDER OR ADJACENT TO OTHER UNDERGROUND FACILITIES (SEWER, SEWER, WATER, ETC). THE CONTRACTOR IS RESPONSIBLE TO LOCATE, EXPOSE AND PROTECT IN PLACE ALL EXISTING FACILITIES. THIS WORK SHALL NOT BE CONSIDERED AS EXTRA WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL IMPROVEMENT AND DESIGN PLANS, IN CONJUNCTION WITH THESE PLANS, AND DO HIS WORK ACCORDINGLY.
  - THE RESPECTIVE UTILITY INSPECTOR WILL MAINTAIN IN THE FIELD IF REMAINING WALLS WILL BE NEEDED TO MEET THE MINIMUM CLEARANCE REQUIREMENTS. REFER TO THE PG&E "TRENCH BOX" STANDARD DRAWING 02122 FOR APPROVED RETAINING WALL REQUIREMENTS. RETAINING WALLS ARE THE DEVELOPER'S RESPONSIBILITY AND ARE NOT INCLUDED IN THIS CONTRACT.
  - THE CONTRACTOR SHALL "TIE-LINE" (1) ONE SET OF THE JOINT TRENCH COMPOSITE PLANS AND (2) TWO SETS OF THE GAS AND ELECTRIC PLANS WITH 75-MILES INFORMATION AND ONE TO THE DEVELOPER PRIOR TO SPLICING OF THE PRIMARY ELECTRIC SYSTEM.
  - CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EXHAUST AND/OR PUBLIC SERVICE EXHAUST ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.
  - SUBSTRUCTURES MUST HAVE 12" MINIMUM CLEARANCE FROM JOINT TRENCH.

- GENERAL NOTES**
- PG&E'S NO STANDARD 55433 TO BE UTILIZED FOR ALL TRENCHING, BACK-FILLING, AND INSTALLATION WORK.
  - SHALL A DISPUTE OR DISAGREEMENT OVER ANY INSTALLATION, DESIGN, PLAN, OR DRAWING REGARDING THE SPECIFICATIONS AND REQUIREMENTS OF THE INDIVIDUAL UTILITY COMPANY AND THEIR INSPECTOR SHALL TAKE PRECEDENCE.
  - GICALONE DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR THE QUALITY, QUANTITY OR TIMING OF WORK BY CONTRACTOR, UTILITY COMPANY, CONSTRUCTION CREWS OR OTHER SUBCONTRACTORS TO THE DEVELOPER.
  - THE DRAWINGS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE COMPLEMENTARY TO ONE ANOTHER. ANYTHING MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, SHALL BE CONSIDERED AS IF APPEARING IN BOTH. CONTACT GICALONE DESIGN SERVICES, INC. PRIOR TO START OF WORK OR SUBSTANTIAL BE BID IF A DISCREPANCY IS FOUND.
  - CONSULT PARTICIPATING UTILITIES, SOLID DESIGNER, AND THE CITY FOR APPROVED BACK FILL MATERIAL, COMPACTOR TO MEET LOCAL AGENCIES REQUIREMENTS.
  - GICALONE DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR THE PROJECT. CONTRACTING. THE CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW THE PROJECT AND SITE PRIOR TO SUBMITTING HIS BID.
  - ALL LOCATIONS SHOWN ON THESE PLANS ARE ESTIMATED. FINAL QUANTITIES SHALL BE BASED ON WHAT WILL BE NEEDED TO COMPLETE THE PROJECT, DUE TO CORRECTIONS, ADDITIONS, DELETIONS OR OMISSIONS FINAL QUANTITIES MAY VARY.
  - SHOULD A CONFLICT ARISE BETWEEN FACILITIES SHOWN ON THESE PLANS AND IMPROVEMENT PLANS FOR THE PROJECT, THE IMPROVEMENT PLANS SHALL TAKE PRECEDENCE. CONTACT GICALONE DESIGN SERVICES, INC. (925) 487-1740 IF A PROBLEM SHOULD OCCUR.
  - ALL TRANSFORMERS AND TRANSFORMER PADS ARE TO BE INSTALLED PER PG&E SPECIFICATIONS. PROTECTIVE BOLLARDS ARE TO BE PLACED WHERE NEEDED AS DIRECTED BY UTILITY INSPECTOR.
  - THE MINIMUM TRENCH WIDTH AND DEPTH SHOWN ARE BASED ON THE MINIMUM UTILITY COMPANY REQUIREMENTS FOR VERT. DEPTH AND SPACING. THE CONTRACTOR SHALL EXCAVATE FOR ADDITIONAL WIDTH OR DEPTH WHERE THE PROPOSED JOINT TRENCH FACILITIES APPROACH AND CROSS OTHER EXISTING UTILITY LINES (SEWER, WATER, SEWER, WATER, ETC.) TO ADEQUATELY CLEAR THESE FACILITIES. THE JOINT TRENCH FACILITIES MAY BE PLACED UNDER, BELOW OR ABOVE THE EXISTING UTILITY LINES WITH AT LEAST 18" FREE CLEARANCE BETWEEN THE EXISTING UTILITY LINES BEING CROSSED, OR SUCH GREATER MINIMUM CLEARANCE AS MAY BE REQUIRED BY THE LOCAL GOVERNMENT AGENCY OR OTHER PUBLIC REGULATORY AGENCY. (SEE MINIMUM COVER AND CLEARANCE TABLE)
  - TRENCH SECTIONS SHOWN ARE SCHEMATIC AND INDICATE AREAS OF OCCUPANCY ONLY. THEY DO NOT REFLECT THE SIZE OR QUANTITY OF THE FACILITIES BEING INSTALLED AND ARE DESIGNED TO ACCOMMODATE ALL REQUIRED FACILITIES AS SHOWN ON EACH TRENCH PARTICIPANT'S CONSTRUCTION DRAWINGS. REFER TO THE COMPOSITE CONDUIT, SCHEDULE PLAN AND/OR EACH RESPECTIVE UTILITY COMPANIES CONSTRUCTION DRAWINGS FOR THE NECESSARY CONDUIT, CABLE AND/OR PIPE BEING INSTALLED.
  - RESPECTIVE UTILITY TO OBTAIN CITY OR COUNTY APPROVAL OF ALL ADJACENT CROSSING COMPANIES.
  - ALL BOXES TO BE INSTALLED WITHIN THE R/W AND/OR PUE AREA.
  - ANY QUESTIONS OR UNCERTAINTIES REGARDING REMOVAL AND/OR REPLACEMENT OF EXISTING INFRASTRUCTURE ON LANDSCAPE SHALL BE COORDINATED WITH THE DEVELOPER AND/OR OTHER PARTIES/AGENCIES INVOLVED.
  - A 3 FOOT CLEAR & LEVEL WORKING AREA MUST BE MAINTAINED AROUND ALL ELECTRIC DEVICES. DEEPT 4'-6" x 4'-6" VALVES WHICH SHALL MAINTAIN A 5 FOOT MINIMUM CLEAR & LEVEL WORKING AREA ON THE STREET SIDE AND 3 FEET ON THE LOW WALL SIDE. P&E MOUNT EQUIPMENT SHALL MAINTAIN AN 8 FOOT CLEAR & LEVEL WORKING AREA FROM THE EQUIPMENT DOORS AND A 3 FOOT CLEAR ON SIDE & BACK UNLESS DIRECTED OTHERWISE BY INSPECTOR. REFER TO THE PG&E "GRID BOX" STANDARD DRAWING 02122 FOR ADDITIONAL CLEARANCE PROTECTION REQUIREMENTS.

**DESIGN CHANGE COMPONENT**  
ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY  
PATRICIA HUFFORD (415) 855-3322  
PG&E Civil A/E

**DEVELOPER**  
PLEASE NOTE AND SIGN  
ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO DRAC ACCORDING TO CIVIL CODES PROVIDED BY DEVELOPER. ENGINEER. ALL CODES TO INDICATE OR RE-ADJUST BOXES AT A LATER DATE WILL BE RELIED TO THE DEVELOPER. PLEASE HAVE YOUR SUPERVISOR VERIFY THE CORRECT DRAC OF ALL ENCLOSURES AND BOXES AND SIGN AND DATE DRAWING.  
THANK YOU  
SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_



**REVISIONS**

NO.	DATE	DESCRIPTION
1	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
2	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
3	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
4	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
5	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
6	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
7	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
8	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
9	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
10	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
11	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
12	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
13	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
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19	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
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22	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
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30	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL
31	04-14-14	ISSUED FOR PERMIT PLAN REVIEW AND APPROVAL

**GIACALONE DESIGN SERVICES, INC.**  
1532 HARRISON STREET  
EAGLE BLK/BLOCK 3521/056  
SAN FRANCISCO CALIFORNIA

**PROJECT MANAGER:**  
T. ARCAYA  
**DESIGNED BY:**  
M. ALHUSSEINI  
**CHECKED BY:**  
D. SHAY  
**SCALE:**  
NONE  
**JOB NUMBER:**  
15-056  
**DATE LAST MODIFIED:**  
02-19-18  
**SHJT**  
OF 4 SHEETS

### MINIMUM COVER & CLEARANCE CHART

UTILITY	1"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	48"
G (GAS SEE NOTE 3 & 4)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
T (TELEPHONE)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
C & W (CABLE TV)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
S (SELECT SECONDARY)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
P (SELECT PRIMARY)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
W (WATER-STREET LIGHT)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
W (WATER-STREET LIGHT)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
PS (PUBLIC SAFETY)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"

**NOTE:**

- TRENCH COVER & CLEARANCES SHOWN ARE MINIMUMS ONLY AND MAY VARY DEPENDING ON STREET FIELD CONDITIONS.
- IF IT IS RECOMMENDED THAT ALL FACILITIES ARE TO BE A MINIMUM OF 12" BELOW SURFACE OF SIDEWALK.
- WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED, SEPARATION MAY BE REDUCED TO NOT LESS THAN 4" BETWEEN GAS AND COMMUNICATION DUCTS (TELEPHONE, CABLE & FIBER OPTIC).
- WHOSE 6" GAS MAIN IS IN JOINT TRENCH 12" MINIMUM SEPARATION FROM GAS MAIN TO ALL UTILITIES WILL BE REQUIRED.
- 3" MINIMUM SEPARATION FROM 1/2" MINIMUM PRIMARY ELECTRIC DUCTS.
- WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, SE 12" SEPARATION MAY BE REDUCED TO 6" BETWEEN ST. LT. AND COMMUNICATION DUCTS (TELEPHONE, CABLE & FIBER OPTIC).

### TRENCH SECTION LEGEND

- ☐ MEETS UTILITY TRENCH ALLOWANCE
- ☐ EXCEEDS UTILITY TRENCH ALLOWANCE
- ☐ POSE PRIMARY
- ☐ POSE SECONDARY
- ☐ POSE GAS
- ☐ TELEPHONE
- ☐ COAXIAL CABLE TV
- ☐ WOODBURN CABLE TV
- ☐ PUBLIC SAFETY
- ☐ PUBLIC STREET LIGHTING

XX LF-TOTAL - TOTAL TRENCH LENGTH  
 XX LF-RAR - REMOVE & REPLACE PAVEMENT ONLY, TRENCH INCLUDED IN TOTAL TRENCH LENGTH

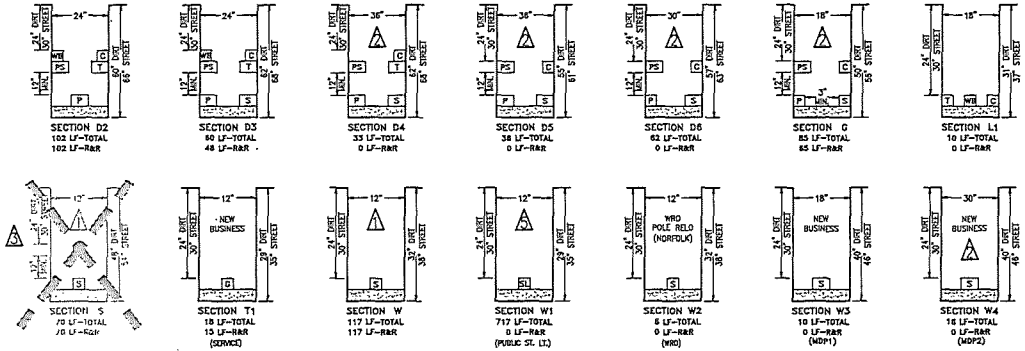
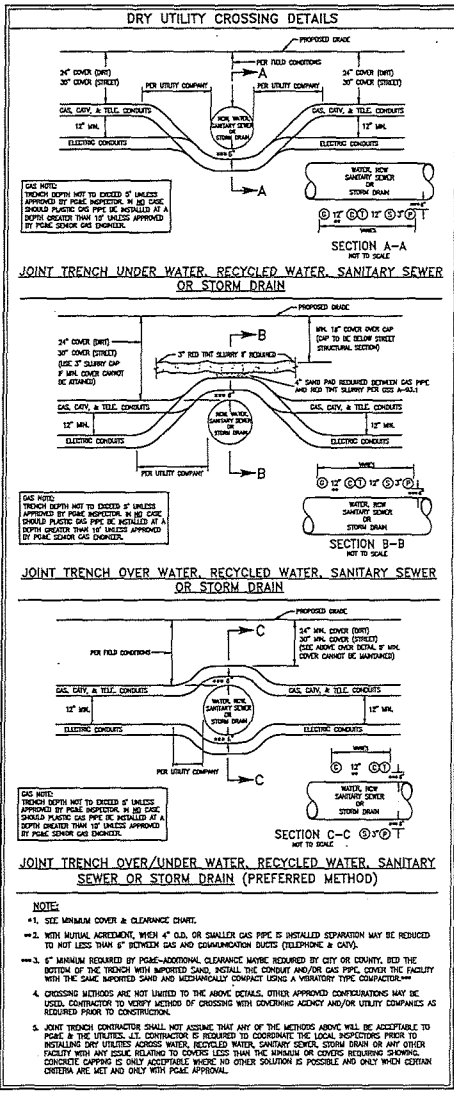
### GENERAL TRENCH SECTION NOTES

- TRENCH CROSSINGS SHOWN ARE FOR REINSTALLATIONS WHERE EACH OCCUPANCY IS UTILIZING THE ENTIRE SPACE. ALLOCATION, OTHER CONTRIBUTIONS, OR REDUCED DIMENSIONS MAY BE USED PROVIDED THAT MINIMUM COVER AND CLEARANCES ARE MAINTAINED.
- CONTRACTOR TO ADJUST TRENCH DEPTHS AT ALL JOINT TRENCH LATERAL CROSSINGS TO MAINTAIN REQUIRED CLEARANCES BETWEEN ALL PARTICIPATING UTILITIES.
- TRENCH SECTIONS SHOWN ARE SCHEMATIC AND INDICATE APPROXIMATE OCCUPANCY ONLY. THEY DO NOT REFLECT THE SIZE OR QUANTITY OF THE FACILITIES BEING INSTALLED AND ARE INTENDED TO ACCOMMODATE ALL REQUIRED FACILITIES AS SHOWN ON EACH TRENCH PARTICIPATING CONSTRUCTION DRAWINGS REFER TO THE APPROPRIATE CONSULT STRUCTURE PLAN AND/OR EACH RESPECTIVE UTILITY COMPANIES CONSTRUCTION DRAWINGS FOR THE NECESSARY CONSULT, CABLE AND/OR PIPE BEING INSTALLED.

### JOINT TRENCH OCCUPANCY GUIDE

SECTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
E	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
F	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
G	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
I	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
J	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
K	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
L	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
M	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
N	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
O	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
P	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Q	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
R	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
S	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
T	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
U	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
V	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
W	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Y	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Z	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

POSE SECTIONS MAY OR MAY NOT CONTAIN OCCUPANCY



**NOTE:**  
 ALL TRENCH SECTIONS ARE PART OF RULE 20 UNLESS OTHERWISE INDICATED.

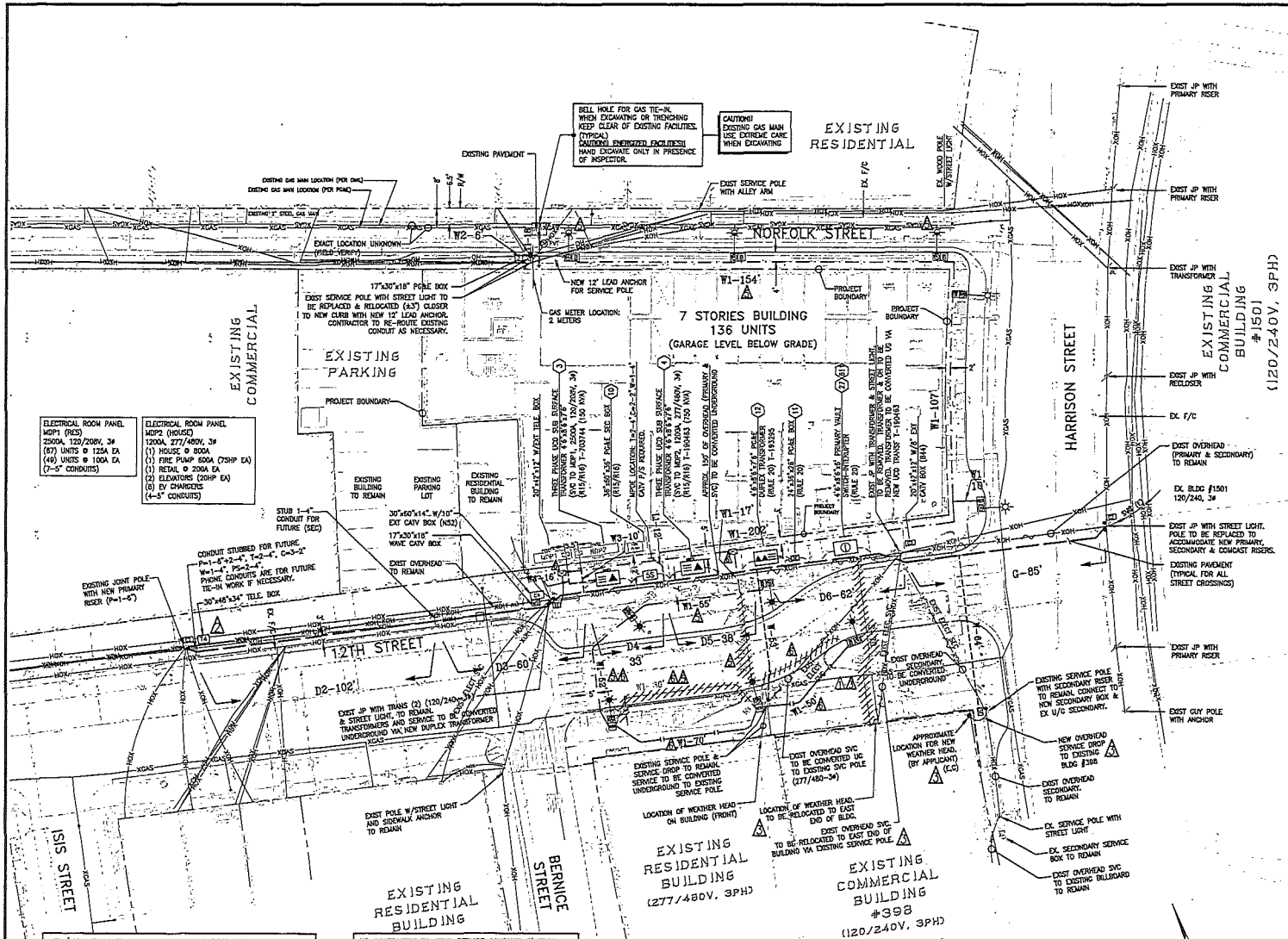


**REVISIONS**

NO.	DATE	DESCRIPTION
1	02-19-18	ISSUED FOR REVIEW AND APPROVAL
2	02-20-18	ISSUED FOR REVIEW AND APPROVAL
3	02-20-18	ISSUED FOR REVIEW AND APPROVAL
4	02-20-18	ISSUED FOR REVIEW AND APPROVAL
5	02-20-18	ISSUED FOR REVIEW AND APPROVAL
6	02-20-18	ISSUED FOR REVIEW AND APPROVAL
7	02-20-18	ISSUED FOR REVIEW AND APPROVAL
8	02-20-18	ISSUED FOR REVIEW AND APPROVAL
9	02-20-18	ISSUED FOR REVIEW AND APPROVAL
10	02-20-18	ISSUED FOR REVIEW AND APPROVAL

**GIACALONE DESIGN SERVICES, INC.**  
 1532 HARRISON STREET  
 PLAZA  
 BLOC : 3521/056  
 SAN FRANCISCO CALIFORNIA

**PROJECT MANAGER:** T. AKOYA  
**DRAWN BY:** M. ALHUSSEINI  
**CHECKED BY:** D. SHAW  
**SCALE:** NONE  
**JOB NUMBER:** 18-056  
**DATE LAST MODIFIED:** 02-19-18  
**SHEET:** JT3  
**OF 4 SHEETS**



### LEGEND

	EXISTING TRENCH OR UTILITIES
	PROPOSED TRENCH (DISTRIBUTION)
	PROPOSED TRENCH (SERVICE)
	PROPOSED STREET LIGHT TRENCH
	EXISTING UTILITY SPLICE BOX
	GAS CURB VALVE (N.T.S.)
	17'x30'x18' POLE SPLICE BOX
	17'x30'x28' POLE SPLICE BOX
	24'x30'x28' POLE SPLICE BOX
	3'x5'x3' POLE SPLICE BOX W/1/2" EXTENSION
	4'x8'x7' POLE UCD TRANSFORMER
	4'x8'x7' POLE DUPLEX TRANSFORMER
	4'x8'x7' POLE BOX 200A/600A INTERRUPTER
	30'x48'x34' TELEPHONE SPLICE BOX
	20'x42'x12' CANY BOX (844) W/10' EXT.
	30'x60'x14' CANY BOX (852) W/10' EXT.
	17'x30'x18' WAVE CANY BOX
	PROPOSED STREET LIGHT
	PROPOSED STREET LIGHT (PLAZA AREA)
	STREET LIGHT BOX (STATE TYPE 5)
	EXISTING STREET LIGHT
	EXISTING POST TOP STREET LIGHT
	EXISTING UTILITY POLE W/ STREET LIGHT
	PROPOSED NEW RESIN POLE
	EXISTING UTILITY POLE
	EXISTING UTILITY POLE GUY ANCHOR
	FULL VEHICULAR TRAFFIC LID
	NOT TO SCALE
	UNLESS OTHERWISE NOTED

### ELECTRIC LOADS

<b>MDP1 (RESIDENTIAL)</b>
2500A, 120/208V, 3P
136 RESIDENTIAL UNITS
<b>MDP2 (HOUSE &amp; RETAIL)</b>
1200A, 277/480V, 3P
1-FIRE PUMP 750A (200A)
2-ELEVATORS (20 HP EACH)
1-HOUSE PANEL (800A)
1-RETAIL (200A)
8-EV CHARGERS
<b>TEMP POWER</b>
800A, 277/480V, 3P
CRANE
MAN LIFT
TOWER
CONSTRUCTION

### GAS LOADS

<b>METER #1 (RESIDENTIAL)</b>
1 METER @ 2PSIG
136 RESIDENTIAL UNITS
TOTAL LOAD: 2,055,000 BTU
WATER HEAT: 4 @ 250,000 BTU EA
AC UNITS: 4 @ 325,000 BTU EA
AC UNITS: 3 @ 100,000 BTU EA
AC UNITS: 1 @ 75,000 BTU
FIRE PIT: 1 @ 100,000 BTU
BOILER: 1 @ 65,000 BTU
<b>METER #2 (RETAIL)</b>
1 METER @ 2PSIG
RETAIL SPACE
TOTAL LOAD: 2,000,000 BTU

### BUILDING INFO

136 UNITS
Avg. Sq. Ft: 605
LARGEST SQ. FT: 1181
SMALLEST SQ. FT: 309

NO DIGS BEFORE YOU DIG  
CALL USA TOLL FREE  
**811**

CALL BEFORE YOU DIG

<b>REVISIONS</b>	
NO. 1	DATE: 02-11-18
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NO. 100	DATE: 02-11-18

**GIACALONE DESIGN SERVICES, INC.**  
1532 HARRISON STREET  
EAGLE PLAZA  
BLOCK 1  
SAN FRANCISCO CALIFORNIA 94108  
3521/056

**JOINT TRENCH COMPOSITE PLAN**

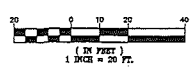
**PROJECT MANAGER:** T. ARCATY  
**DRAWN BY:** M. ALJUSSEINI  
**CHECKED BY:** D. SHAY  
**SCALE:** 1" = 20'  
**JOB NUMBER:** 18-059  
**DATE LAST MODIFIED:** 02-11-18  
**SHEET**  
**JT4**  
OF 4 SHEETS

**R/W, P.U.E. & P.S.E. ACQUISITION NOTE:**  
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

**CAUTION!!!! ENERGIZED FACILITIES!!**  
CONTRACTOR TO EXERCISE EXTREME CAUTION TO AVOID DAMAGING EXISTING UNDERGROUND UTILITIES. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE DESIGNER ASSUME ANY RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL ACTUALLY BE THE OBSTRUCTIONS ENCOUNTERED. POTHOLES IS REQUIRED. HAND EXCAVATE ONLY IN PRESENCE OF UTILITY INSPECTOR.

J.T. CONTRACTOR TO STUB SERVICE CONDUITS 5' FROM BUILDING WALL OR MANHOLE LOCATION. CONTRACTOR TO VERIFY STUB SERVICE LOCATION WITH SITE SUPERINTENDENT. BUILDING CONTRACTOR TO EXTEND STUBBED CONDUITS TO SERVICE TERMINATION LOCATION.

**EXISTING PAVEMENT & SIDEWALK**  
THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE PAVEMENT AND/OR SIDEWALK WHERE REMOVED OR DAMAGED AS A RESULT OF ITS OPERATION (UNLESS OTHERWISE NOTED). REPLACEMENT OF PAVEMENT AND/OR SIDEWALK TO BE PER CITY SPECIFICATIONS.





# 1532 HARRISON STREET - PUBLIC STREET LIGHTING

(3) NORFOLK PHILIPS LUMEC RFS-35W16LED3X-02-RSM @ 30', 6' ARM  
(5) PLAZA PHILIPS LUMEC RFS-35W16LED3X-02-RSM @ 30', 6' ARM

**PHILIPS LUMEC**  
RFS-35W16LED3X-02-RSM

Ordering Guide:

Item	Qty	Part No.	Description	Notes
1	1	RFS-35W16LED3X-02-RSM	Philips Lumec RFS-35W16LED3X-02-RSM luminaire	
2	1	RFS-35W16LED3X-02-RSM	Philips Lumec RFS-35W16LED3X-02-RSM luminaire	

**RFS RoadFocus**  
Small, LED Cobhead

Ordering Guide:

Item	Qty	Part No.	Description	Notes
1	1	RFS-35W16LED3X-02-RSM	Philips Lumec RFS-35W16LED3X-02-RSM luminaire	
2	1	RFS-35W16LED3X-02-RSM	Philips Lumec RFS-35W16LED3X-02-RSM luminaire	

**ST. LIGHT FIXTURE DETAIL**  
(NORFOLK STREET & PLAZA AREA)

(2) PHILIPS LUMEC RFM-7W36LED3X-02-RSM @ 30', 6' ARM

**PHILIPS LUMEC**  
RFM-7W36LED3X-02-RSM

Ordering Guide:

Item	Qty	Part No.	Description	Notes
1	1	RFM-7W36LED3X-02-RSM	Philips Lumec RFM-7W36LED3X-02-RSM luminaire	
2	1	RFM-7W36LED3X-02-RSM	Philips Lumec RFM-7W36LED3X-02-RSM luminaire	

**RFM RoadFocus**  
Medium, LED Cobhead

Ordering Guide:

Item	Qty	Part No.	Description	Notes
1	1	RFM-7W36LED3X-02-RSM	Philips Lumec RFM-7W36LED3X-02-RSM luminaire	
2	1	RFM-7W36LED3X-02-RSM	Philips Lumec RFM-7W36LED3X-02-RSM luminaire	

**ST. LIGHT FIXTURE DETAIL**  
(HARRISON STREET)

**STREET LIGHTING GENERAL NOTES**

- ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE STATE FIRE MARSHAL, FEDERAL AND ALL APPLICABLE CITY, COUNTY, STATE AND LOCAL UTILITY COMPANY REGULATIONS, I.E.C., AND THE LATEST APPROVED STANDARDS OF UL, E.A. MULLER, ILL. AND ISEA WHERE APPLICABLE. NOTHING IN THESE PLANS OR SPECIFICATIONS IS TO BE CONSIDERED TO PREVENT WORK NOT CONFORMING TO THE ABOVE. ALSO, ALL SECTIONS OF STATE OF CALIFORNIA P.C.D. IS SHALL APPLY.
- MATERIALS FURNISHED UNDER THESE SPECIFICATIONS FOR WHICH NO STANDARDS HAVE BEEN ESTABLISHED SHALL BE LISTED AND BEAR THE LABEL OF MANUFACTURER'S TRADEMARKS, INC.
- WHERE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS CONFLICT WITH THE DRAWINGS OR THESE SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL CONTROL.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING & OBTAINING APPROVAL FROM CITY/COUNTY AGENCY & CALADIAN DESIGN SERVICES, INC.
- CALADIAN DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR ANY VARIANCE BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. CONTRACTOR SHOULD REVIEW PROJECT SITE PRIOR TO SUBMITTING TO HIS.
- LEGEND SYMBOLS ARE SHOWN IN STREET AREA FOR CLARITY. INSTALL BOUND CLING AND/OR SIGNAGE FOR COUNTY SPECIFICATIONS KEEP CLEAR OF DRIVEWAYS AND PARKWAYS (TYPICAL).
- ANY CHANGES OR MODIFICATIONS TO PROPOSED STREET LIGHT LOCATIONS SHALL BE APPROVED, IN WRITING, BY THE CITY/COUNTY AGENCY PRIOR TO INSTALLATION.

**CONTRACTORS NOTES**

- ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE STATE FIRE MARSHAL, FEDERAL AND ALL APPLICABLE CITY, COUNTY, STATE AND LOCAL UTILITY COMPANY REGULATIONS, I.E.C., AND THE LATEST APPROVED STANDARDS OF UL, E.A. MULLER, ILL. AND ISEA WHERE APPLICABLE. NOTHING IN THESE PLANS OR SPECIFICATIONS IS TO BE CONSIDERED TO PREVENT WORK NOT CONFORMING TO THE ABOVE. ALSO, ALL SECTIONS OF STATE OF CALIFORNIA P.C.D. IS SHALL APPLY.
- THE ELECTRICAL CONTRACTOR SHALL INSTALL THE UNDERGROUND SERVICE FROM THE LUMINAIRE TO POLE SERVICE POINT AND TERMINATE CONDUIT AND WIRES AT BOX AS DIRECTED BY POLE.
- KEEP STREET LIGHTS A MINIMUM OF 3 FEET AWAY FROM THE EDGE OF DRIVEWAYS AND 3 FEET AWAY FROM LOW PRESSURE FIRE HYDRANTS, AND 6 FEET FROM HIGH PRESSURE HYDRANTS.
- TWO OR MORE STREET LIGHTS ON THE SAME CIRCUIT SHALL BE WIRED TO BALANCE THE LOAD. (SEE WIRING DRAWING)
- CONDUIT AND FITTINGS: ALL CONDUIT AND FITTINGS SHALL BE ALL APPROVED, UNLESS OTHERWISE NOTED OR REQUIRED. USE MINIMUM 1/2" HOT DIPPED GALVANIZED CONDUIT AND FITTINGS, NOT SCHEDULE 40 P.C. MINIMUM WIRELESS EDGES SHALL BE 18" FROM THE PULL WIRE IN ALL ENTRY CONDUITS. ALL GROUNDING TO BE PERPENDICULAR TO STREET.
- CONDUIT: CONDUIT SHALL BE INSTALLED AT A DEPTH OF 18" BELOW FURNISH SURFACE, AND MINIMUM DEPTH OF CONDUIT SHALL BE 24" IN ROADWAY AREAS AND 18" IN SIDEWALK AND UNPAVED AREAS.
- FIELD: ALL WIRING SHALL BE TOW INSULATION TYPE. THIN IS NOT ACCEPTABLE FOR STREET LIGHTING. NO. 10 AWG WITH TYP. SOLID TYPE INSULATION IN POLE MAY BE USED. ALL FIELD WIRING IS A MINIMUM OF 18" COVERED COPPER PER KEE, AND INSULATED FOR 600 VOLT.
- SPICE BOXES: FURNISH AND INSTALL THE WIRING LIGHT BOX AS PER STPM STANDARD PLANS AND SPECIFICATIONS NOT FOR CALTRANS STANDARD.
- FUSES: EACH POLE SHALL BE FUSED WITH WATERPROOF IN-LINE FUSE HOLDERS (BUSMAN RED SERIES) AT EACH ADJACENT SPICE BOX WITH 10 AMP FUSE.
- SPACING: SPACES SHALL BE MADE WITH 1/2" SHAPED COMPRESSION CONNECTORS OR SPLIT BOX CONNECTORS. INSTALLED CONNECTORS SHALL BE WRAPPED WITH A MINIMUM OF A HALF-LAYER LAYERS OF RUBBER WRAP TAPE. OVERLAP WITH AT LEAST 2 HALF LAYER LAYERS OF SCOTCH 33+ TAPE OR APPROVED PROTECTIVE TAPE. SPICE SPACES APPLY SECTORWISE ELECTRICAL COATING EVERYWHERE OVER SPICES OR AS RECOMMENDED BY THE MANUFACTURER.
- POLE: COORDINATE WITH SFPG - POWER DISTRIBUTION (DUP) STREET LIGHTING DEPARTMENT.
- TRENCH: CONDUIT CAN NOT BE PLACED IN JOINT TRENCH. CONDUIT LAYOUT IS SHOWN SCHEMATICALLY. SEE COMPOSITE DRAWING FOR TRENCH LOCATION. ANY INCIDENTAL TRENCHING NOT PROVIDED BY TRENCHING AGENCY IS CONTRACTOR'S RESPONSIBILITY.
- CONTRACTOR TO INSTALL CIRCUIT GROUNDING AND GROUND WIRE IN CONDUIT AS PER PLANS.
- GENERAL: OF STREET LIGHTS SHALL BE LOCATED ON THE LOT LINE UNLESS OTHERWISE NOTED ON THESE PLANS.
- A LIST OF ALL MATERIALS & SUPPLIES SHOULD BE PROVIDED TO AUTHORITY HAVING JURISDICTION FOR APPROVAL.
- TESTING: DAY BURN FOR 24 HOURS FOR 5 CONSECUTIVE DAYS FOR COUNTY INSPECTOR APPROVAL.
- GROUNDING AND BONDING SHALL PROPERLY INTERCONNECT ALL METAL PARTS OF THE SYSTEM.
- ALL CONNECTIONS SHALL BE SECURED WITH LOCK NUTS AND INSULATED BUSHINGS.
- CONTRACTOR SHALL CONSULT LOCAL AGENCIES FOR THEIR LOCAL GROUNDING REQUIREMENTS. IF GROUND WIRE IS REQUIRED IN CONDUIT, DETAIL ACCORDINGLY.
- WATERPROOF NUTS: FUSES SHALL BE PROVIDED IN THE SPICE BOX NEXT TO EACH NEW OR RELOCATED STREET LIGHT. IF THE REGION IS SUCH THAT NO BOXES WILL BE INSTALLED, THE SPICE SHALL BE LOCATED IN THE HANDHOLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A COMPLETE GROUNDING SYSTEM.
- EACH STREET LIGHT SHALL BE CONTROLLED BY A PHOTO ELECTRIC CELL MOUNTED ON TOP OF EACH LUMINAIRE OR THE TOP OF EACH POLE DEPENDING UPON THE MANUFACTURER'S RECOMMENDATION OR CONTROLLED BY OTHER MEANS AS SHOWN ON THE DRAWINGS.
- FOUNDATION MOUNTED ELECTRODES SHALL BE PLUMBED BY ADJUSTING THE NUTS ON THE ANCHOR BOLTS BEFORE THE FOUNDATION CAP IS PLACED. SAND OR OTHER SMALL ROCKS FOR PLUMBING OR BONDING WILL NOT BE PERMITTED. AFTER PLUMBING THE CHANGED, ANCHOR BOLTS SHALL BE CUT OFF 1/4" TO 3/8" ABOVE THE NUTS AND THE EXPOSED SURFACES SHALL BE REPAIRED AS REQUESTED BY THE RESPONDING AGENCY.
- ANCHOR BOLTS: ANCHOR BOLTS SHALL BE SUBMITTED TO THE STREET LIGHT ADMINISTRATION DEPT. OF THE COUNTY PRIOR TO ACCEPTANCE OF THE STREET LIGHTING SYSTEM.
- CLEARANCE BETWEEN STREETLIGHT AND TREE SHALL BE IN ACCORDANCE WITH SFPG ORDINANCE NO. 152-92:
  - SMALL TREE - NO CLOSER THAN 6 FEET.
  - MEDIUM TREE - NO CLOSER THAN 10 FEET.
  - LARGE TREE - NO CLOSER THAN 21 FEET.
 \* NATURAL SIZE OF TREE DETERMINED BY STPM STREET TREE PLANTING GUIDE.
- EACH STREET LIGHT POLE MUST HAVE AN INDIVIDUAL PULL BOX INSTALLED IN THE SIDEWALK WITH 3 TO 5 FEET OF THE FACE FOUNDATION.
- FOR ADDITIONAL INFORMATION, REFER TO STPM STREETLIGHTING POLICY.

**LUMINAIRE SCHEDULE NOTES:**

- STREET LIGHT FIXTURE & POLES TO BE PAINTED: CITY STANDARD
- CONTRACTOR TO VERIFY ALL QUANTITIES AND SPECIFICATIONS PRIOR TO ORDERING.
- QUANTITY AND INFO REFLECT PHOTOGRAPHIC PLAN BY AIR DATED 09-28-18.

**LUMINAIRE SCHEDULE**

TYPE	LUMINAIRE	DIST.	MTC.	HT.	ARM	POLE HT.	MATERIAL	QUANTITY
3	LUMEC RFM LED FIXTURE W/ POLE	77W, 36LED, 240V	TYPE 3	30'-0"	6'-0"	28'-0"	STEEL	3
2	LUMEC RFM LED FIXTURE W/ POLE	77W, 36LED, 240V	TYPE 3	28'-0"	6'-0"	28'-0"	STEEL	2
2	LUMEC RFM LED FIXTURE W/ POLE (PLAZA)	77W, 48LED, 240V	TYPE 3	28'-0"	6'-0"	28'-0"	STEEL	5

\*NOTE: CONTRACTOR TO VERIFY ALL QUANTITIES AND SPECIFICATIONS PRIOR TO ORDERING.

**CAUTION:**  
CONTACT U.S.A. (811) (2) FULL WORKING DAYS PRIOR TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH POLE LOCATION. FIELD ADJUST TO CLEAR EXISTING UTILITIES A MINIMUM OF 3'-0".

PUBLIC/PRIVATE LIGHTING: PUBLIC

PG&E RATE SCHEDULE: LS-2A

INSTALL IN JOINT TRENCH:

INSTALL IN SEPARATE TRENCH:

CITY PERMIT REQUIRED:

CALL BEFORE YOU DIG

811

ONE DAY BEFORE YOU DIG  
CALL USA TOLL FREE  
811



**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	09-27-18	JG	ISSUE FOR PERMIT REVIEW
2	10-03-18	JG	ISSUE FOR PERMIT REVIEW
3	12-14-18	JG	REVISED FOR CITY STREET LIGHT COUNTS RECEIVED 12-14-18

**GIACALONE**  
DESIGN SERVICES, INC.  
3400 STOWERS HALL RD., 3RD FLOOR, SUITE 300  
SAN FRANCISCO, CA 94114  
PH: 415.774.8888

**PUBLIC STREET LIGHTING TITLE SHEET**

1532 HARRISON STREET  
EAGLE PLAZA  
BLOC I  
SAN FRANCISCO  
CALIFORNIA

PROJECT NUMBER: 3521/056

PROJECT MANAGER:  
T. ANCATY

DRAWN BY:  
CCP

CHECKED BY:  
D. SHAY

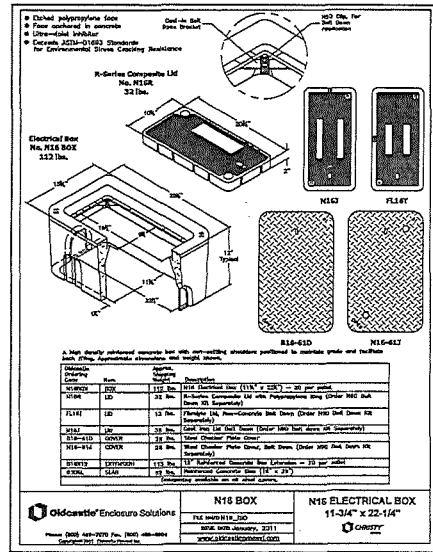
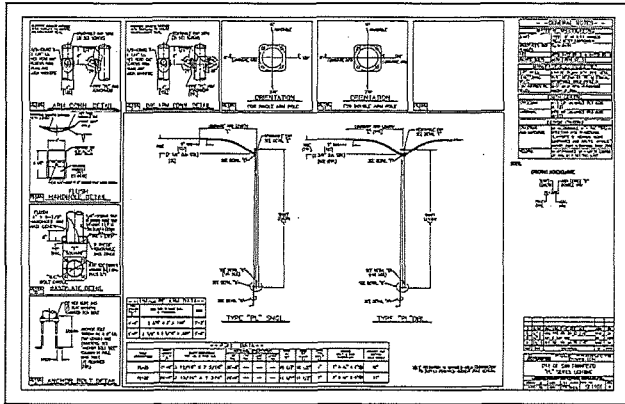
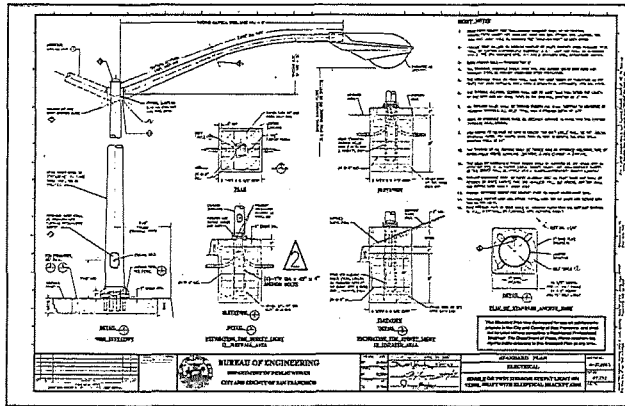
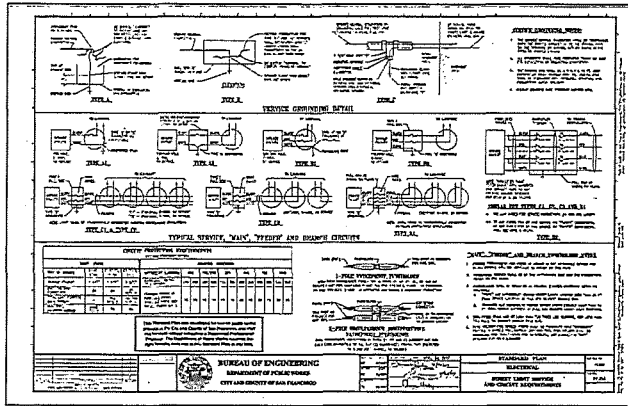
SCALE:  
AS SHOWN

JOB NUMBER:  
18-050

DATE LAST MODIFIED:  
06-22-18

**SHEET**  
**SL1**

OF 3 SHEETS



**ST. LIGHT PULL BOX DETAIL**  
SEE SL1 FOR ST LIGHT ORDERING INFO.

**REVISIONS**

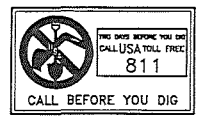
NO.	DATE	DESCRIPTION
1	08-17-18	ISSUED FOR CITY REVIEW, CONSULTING ENGINEER'S OFFICE & ADOPTED LIFE
2	08-17-18	ISSUED FOR CITY REVIEW, CONSULTING ENGINEER'S OFFICE & ADOPTED LIFE
3	08-17-18	ISSUED FOR CITY REVIEW, CONSULTING ENGINEER'S OFFICE & ADOPTED LIFE
4	08-17-18	ISSUED FOR CITY REVIEW, CONSULTING ENGINEER'S OFFICE & ADOPTED LIFE

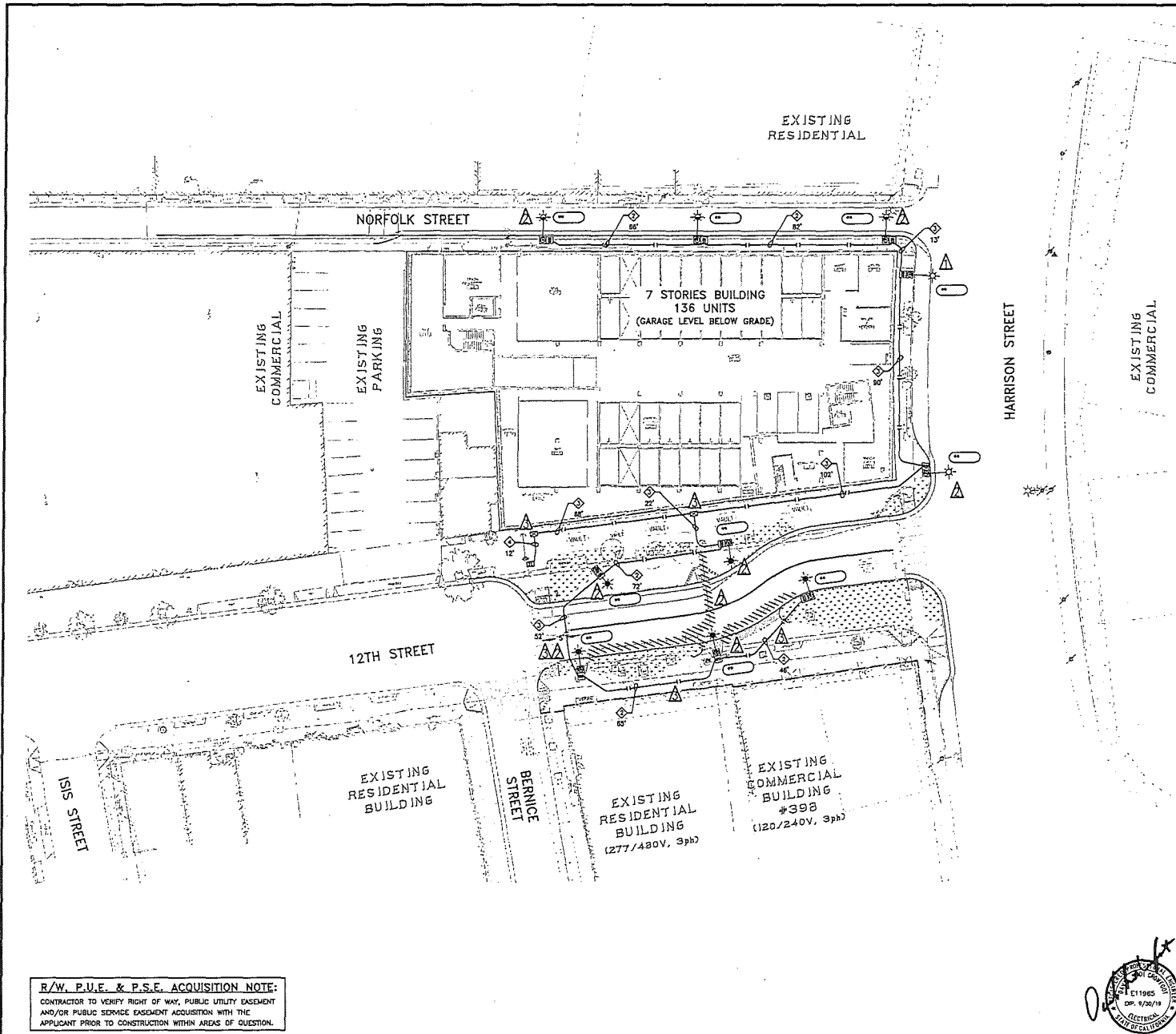
**GIACALONE**  
DESIGN SERVICES, INC.  
3400 BROADWAY, SUITE 100, SAN FRANCISCO, CA 94133  
REAR: (415) 774-1111 | WWW.GIACALONE.COM

**PUBLIC STREET LIGHTING DETAIL SHEET**  
1532 HARRISON STREET  
EAGLE PLAZA  
BLOCK 107  
SAN FRANCISCO, CA 94109

**PROJECT MANAGER:**  
T. ARCATA  
**DRAWN BY:**  
CCP  
**CHECKED BY:**  
D. SHAY  
**SCALE:**  
AS SHOWN  
**JOB NUMBER:**  
18-003  
**DATE LAST MODIFIED:**  
06-22-18  
**SHEET**  
SL2  
OF 3 SHEETS

**CAUTION:**  
CONTACT U.S.A. (811) (2) FULL WORKING DAYS PRIOR TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH POLE LOCATION, FIELD ADJUST TO CLEAR EXISTING UTILITIES A MINIMUM OF 3'-0".





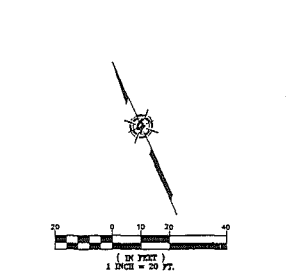
**R/W, P.U.E. & P.S.E. ACQUISITION NOTE:**  
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

**LEGEND**

- EXISTING ST. LIGHT CONDUIT
- PROPOSED 1 1/2" HOT DIPPED GALV. STEEL CONDUIT
- EXISTING STREET LIGHT SPlice BOX
- ELECTRIC SERVICE POINT (SECONDARY 800)
- \*-□ PROPOSED STREET LIGHT
- \*-□ PROPOSED STREET LIGHT
- \*-□ PROPOSED STREET LIGHT (PLAZA AREA)
- STREET LIGHT BOX (416)
- (123456) STREET LIGHT POLE NUMBER
- \*- EXISTING STREET LIGHT

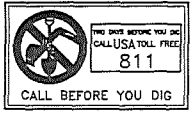
**CONDUCTOR AND CONDUIT SCHEDULE**

AWG OR CABLE	RUN NUMBER			
	NUMBER OF CONDUCTORS			
#4				
#8				
#10				
#12				
CONDUIT SIZE	1 1/2"	1 1/2"	1 1/2"	1 1/2"



**NOTE:**  
 CONDUIT SHOWN SCHEMATICALLY. REFER TO JOINT TRENCH COMPOSITE PLAN FOR EXACT TRENCH AND BOX LOCATIONS.

**CAUTION:**  
 CONTACT U.S.A. (811) (2) FULL WORKING DAYS PRIOR TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH POLE LOCATION. FIELD ADJUST TO CLEAR EXISTING UTILITIES A MINIMUM OF 3'-0".



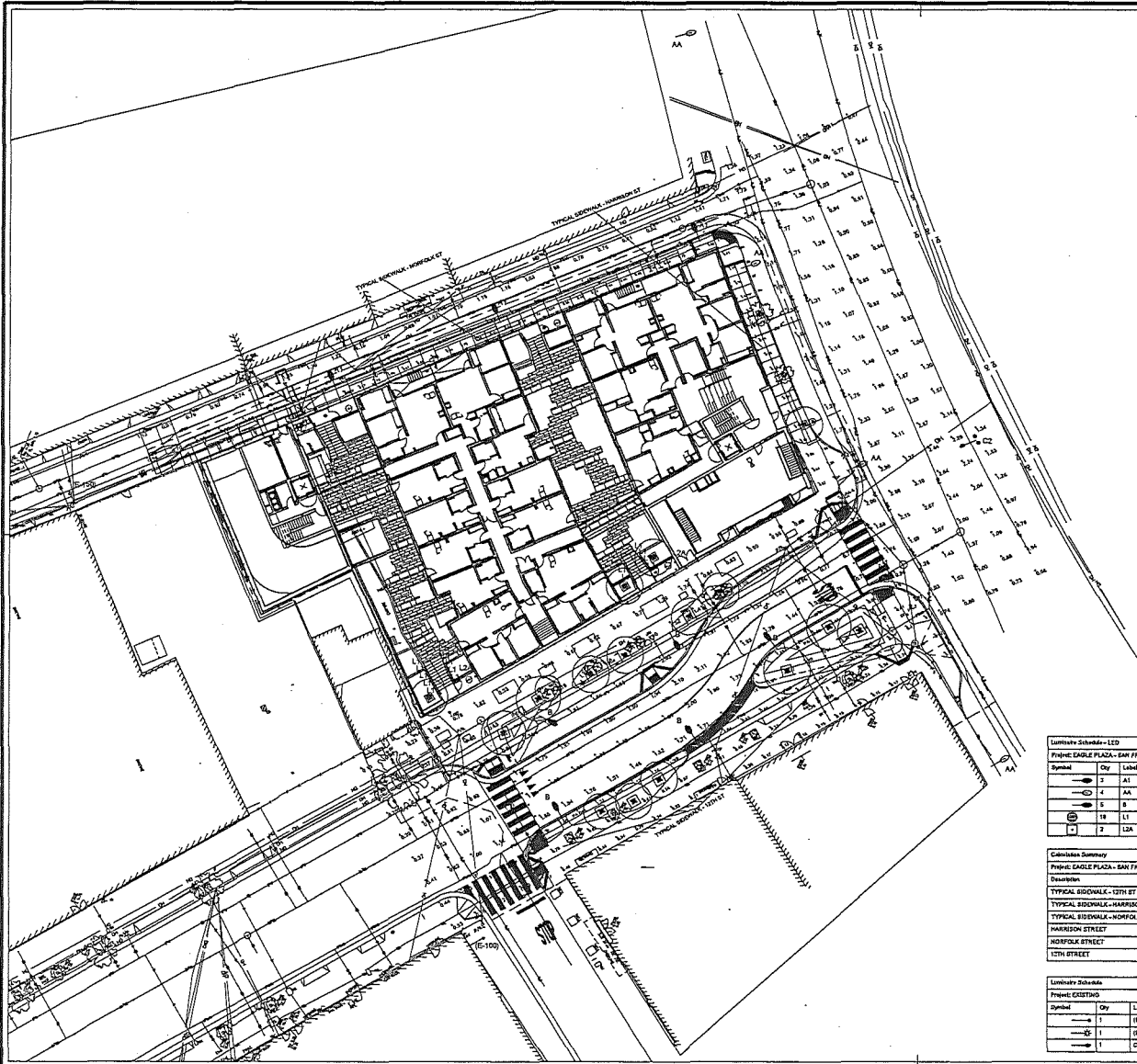
**REVISIONS**

NO.	DATE	DESCRIPTION
1	08-11-11	ISSUED FOR OFF STREET LIGHT COUNTS REVISION 12-11-11.

**GIACALONE**  
 DESIGN SERVICES, INC.  
 3055 HARRISON BLVD. SUITE 100  
 SAN FRANCISCO, CA 94134  
 PH: 415.774.4444  
 WWW.GIACALONE.COM

**PUBLIC STREET LIGHTING SITE PLAN**  
 1532 HARRISON STREET  
 PLAZA  
 BLOC : 3521/056  
 SAN FRANCISCO CALIFORNIA

PROJECT MANAGER:  
 T. ARKATA  
 DRAWN BY:  
 M. ALHUSSEINI  
 CHECKED BY:  
 D. SIKK  
 SCALE:  
 1" = 20'  
 JOB NUMBER:  
 15-352  
 DATE LAST MODIFIED:  
 08-07-18  
 SHEET  
**SL3**  
 OF 3 SHEETS



**Lighting Schedule - LED**  
**PHOENIX EAGLE PLAZA - SAN FRANCISCO**

Symbol	Qty	Label	Arrangement	Lotm. Width	Lum. Lumens	LLF	LLD	LDL	UDF	Description	Filename
1	1	A1	SINGLE	34	4300	0.819	0.200	0.890	1.000	PHILIPS LUMIED RFB-SDWHELED16-40-42M @ 30° x 4° ARM	RFB-SDWHELED16-40-42M.dwg
4	4	AA	SINGLE	73	8033	0.819	0.200	0.890	1.000	PHILIPS LUMIED RFB-SDWHELED16-40-42M @ 30° x 4° ARM	RFB-SDWHELED16-40-42M.dwg
5	8	2PHOT.	28	4242	0.819	0.200	0.890	1.000	PHILIPS LUMIED RFB-SDWHELED16-40-42M @ 30° x 4° ARM	RFB-SDWHELED16-40-42M.dwg	
18	18	L1	SINGLE	1.5	119	0.266	0.244	0.890	1.000	WELFARE-2-A-G-2	WELFARE-2-A-G-2.dwg
2	2	12A	SINGLE	23	1189	0.819	0.244	0.890	1.000	ECGA 33 FIT-18-0WLED-17 MH	33FIT.dwg

**Calculation Summary**  
**PHOENIX EAGLE PLAZA - SAN FRANCISCO**

Description	CalcType	Units	Max Z	Avg	Min	Max	AvgSide	MaxMin
TYPICAL SIDEWALK - 12TH ST	Footcandle	Fc	0	0.58	1.88	0.15	0.29	0.27
TYPICAL SIDEWALK - HARRISON ST	Footcandle	Fc	0	1.11	2.39	0.50	0.65	0.65
TYPICAL SIDEWALK - NORFOLK ST	Footcandle	Fc	0	0.70	1.33	0.44	1.38	0.62
HARRISON STREET	Footcandle	Fc	0	1.48	3.27	0.44	0.54	0.67
NORFOLK STREET	Footcandle	Fc	0	0.39	0.26	0.50	1.06	0.19
12TH STREET	Footcandle	Fc	0	1.28	2.11	0.75	0.57	0.81

**Luminaire Schedule**

Symbol	Qty	Label	Arrangement	No. Lumens	Lumens/Lum.	Lum. Lumens	LLF	LLD	LDL	UDF	Description	Filename
1	1	(E-18)	SINGLE	1	9500	N.A.	0.264	0.200	0.849	1.000	EXISTING 180W HPS COBRA HEAD - 2F LC - F ARM	GE45327.dwg
1	1	(E-18)	SINGLE	1	16200	N.A.	0.264	0.200	0.849	1.000	EXISTING 180W HPS COBRA HEAD @ 2F x 4° ARM	GE17724.dwg
1	1	CE	SINGLE	1	N.A.	0.225	0.210	0.200	N.A.	N.A.	EXISTING 180W HPS COBRA HEAD @ 2F x 4° ARM	RDWMA-RT-180W-HPS-CE-2F-4-ARM_CONFIGURED.dwg

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDELS AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP RATINGS. FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the calculated calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.



ASSOCIATED LIGHTING REPRESENTATIVES, INC  
 7777 PARADE LANE  
 P.O. BOX 2265  
 OAKLAND, CA 94621  
 PHONE: (510) 838-0150 - FAX (510) 838-2008

REPORT FOR: PLACE LAB / GRACALONE DESIGN SERVICES / BIONIC  
 BY: APPLICATIONS ENGINEERING: GILBERTO J. RODRIGUEZ  
 SALES REPRESENTATIVE: ALR - JOHN BENSON / TIM HALEY



AGI22 VERSION 18.3  
 AGI (C) 1990-2018 LIGHTING ANALYSTS, INC.  
 10208 W. CENTENNIAL ROAD, SUITE 202  
 LITTLETON, CO 80127

PROJECT DESCRIPTION  
**EAGLE PLAZA - WITH PLAZA**  
 CITY OF SAN FRANCISCO

DRAWING NO. / REVISED  
 15444BEN-R2.DWG / 15444BEN-R2-A32

SCALE  
 1" = 20'

SHEET  
 1 OF 1

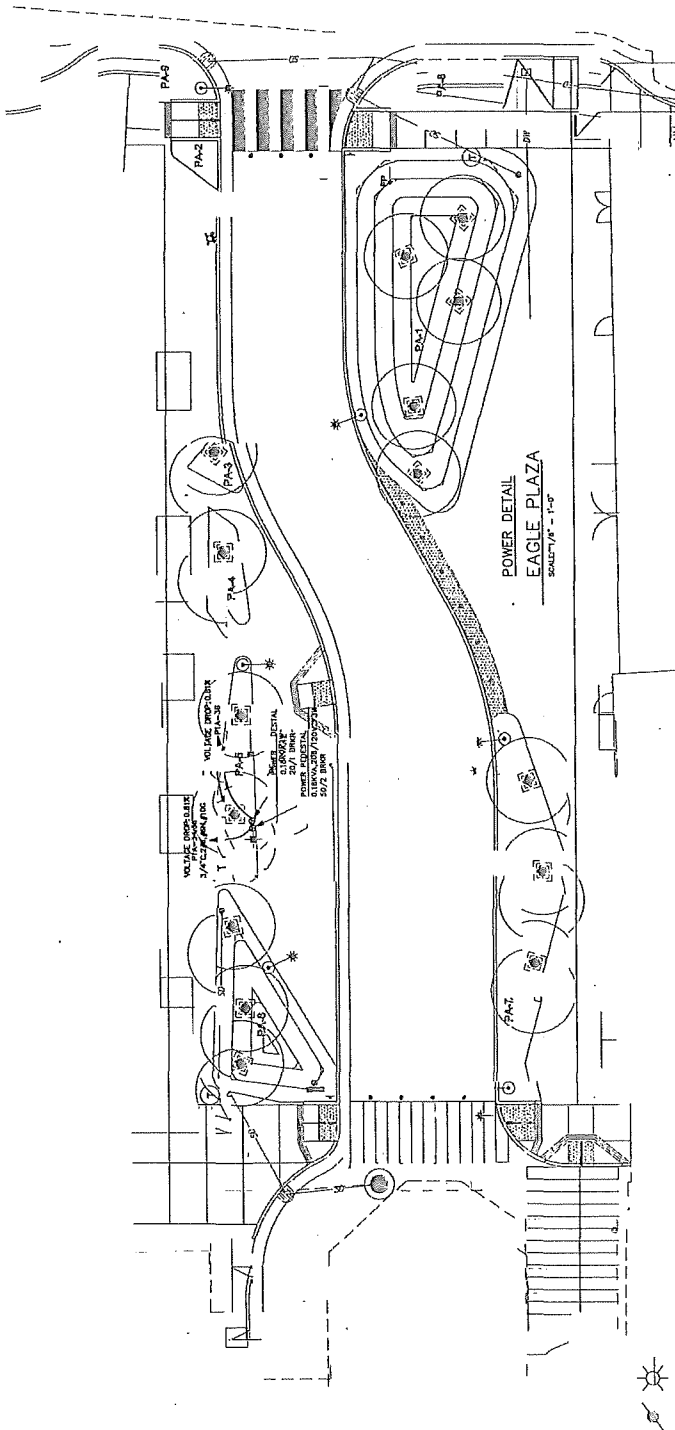
DATE  
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REV  
 2



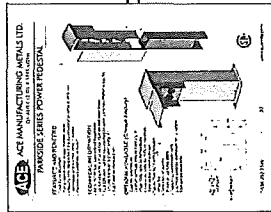
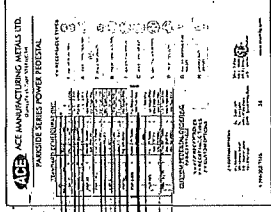
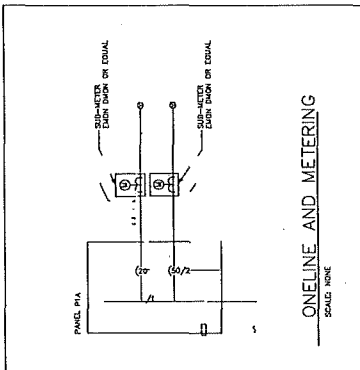
**NOTES:**

- 1. POWER FEEDSTAS TO BE OWNED, PROVIDED AND MAINTAINED BY PROPERTY OWNER AS A METERED LOAD.



**PANEL SCHEDULE**  
SCALE NONE

Panel	Panel No.	Panel Description	Panel Size	Panel Type	Panel Location	Panel Notes
P1A	1	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	2	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	3	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	4	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	5	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	6	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	7	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	8	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	9	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	10	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	11	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	12	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	13	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	14	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	15	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	16	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	17	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	18	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	19	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	20	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	21	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	22	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	23	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	24	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	25	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	26	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	27	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	28	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	29	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	30	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	31	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	32	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	33	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	34	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	35	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	36	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	37	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	38	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	39	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	40	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	41	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
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	44	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	45	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	46	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
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	48	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	49	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	50	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	51	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	52	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	53	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	54	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
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	57	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	58	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	59	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	60	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	61	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	62	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	63	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	64	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	65	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	66	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	67	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	68	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	69	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	70	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	71	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	72	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	73	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	74	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	75	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	76	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	77	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	78	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	79	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	80	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
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	85	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	86	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	87	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	88	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	89	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	90	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	91	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	92	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	93	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	94	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	95	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	96	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	97	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	98	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	99	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE
	100	RECEPTACLE	20" X 24"	15A	1532-11-001	RECEPTACLE



PRICE OF THIS PANEL AT THE LOCATION SHOWN SHALL BE ADJUSTED TO PANEL P1A FOR STRUCTURING OF THE CIRCUIT.  
 PRICE OF THIS PANEL IS:  
 - (1) 507 AMP PANEL LOCK  
 - (1) 157 AMP RECEPTACLE (1/2 DWG) P1

**NT Engineering**

750 Castro Ave. San Francisco, CA 94109  
 Tel: 415-774-1111 Fax: 415-774-1112  
 www.nt-engineering.com

DESIGN CALCULATIONS  
 FOR  
 CAST-IN-PLACE CONCRETE PIER FOOTING  
 FOR  
 50' ALUMINUM FLAGPOLE HT50, HT100, HT150  
 WITH  
 12' x 18' POLYESTER FLAG  
 FOR  
 L. Ph. BOLANDER & SONS  
 BY  
 NT ENGINEERING  
 Tel: 209-839-9215



1 NT ENGINEERING FLAG POLE DETAIL  
PAGE 1

**NT Engineering**  
 750 Castro Ave. San Francisco, CA 94109  
 Tel: 415-774-1111 Fax: 415-774-1112  
 www.nt-engineering.com

50' HT ALUMINUM FLAGPOLE  
 WITH 12' x 18' POLYESTER FLAG

Item	Qty	Unit	Description	Material	Notes
1	1	EA	50' HT ALUMINUM FLAGPOLE	6061-T6 ALUMINUM	
2	1	EA	12' x 18' POLYESTER FLAG	POLYESTER	
3	1	EA	CAST-IN-PLACE CONCRETE PIER FOOTING	CONCRETE	

Item	Qty	Unit	Description	Material	Notes
4	1	EA	50' HT ALUMINUM FLAGPOLE	6061-T6 ALUMINUM	
5	1	EA	12' x 18' POLYESTER FLAG	POLYESTER	
6	1	EA	CAST-IN-PLACE CONCRETE PIER FOOTING	CONCRETE	

Item	Qty	Unit	Description	Material	Notes
7	1	EA	50' HT ALUMINUM FLAGPOLE	6061-T6 ALUMINUM	
8	1	EA	12' x 18' POLYESTER FLAG	POLYESTER	
9	1	EA	CAST-IN-PLACE CONCRETE PIER FOOTING	CONCRETE	

Item	Qty	Unit	Description	Material	Notes
10	1	EA	50' HT ALUMINUM FLAGPOLE	6061-T6 ALUMINUM	
11	1	EA	12' x 18' POLYESTER FLAG	POLYESTER	
12	1	EA	CAST-IN-PLACE CONCRETE PIER FOOTING	CONCRETE	

The Designer will accept the design shown on these plans as the basis for construction.



2 NT ENGINEERING FLAG POLE DETAIL  
PAGE 2

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 Tel: 415-774-1111 Fax: 415-774-1112  
 www.nt-engineering.com

50' HT ALUMINUM FLAGPOLE  
 WITH 12' x 18' POLYESTER FLAG

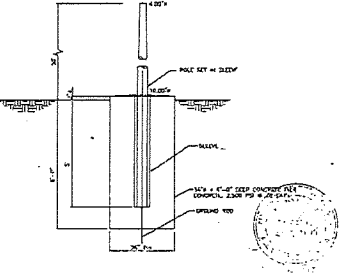
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3 NT ENGINEERING FLAG POLE DETAIL  
PAGE 3

**L. Ph. Bolander & Sons Inc.**  
 750 Castro Ave. San Francisco, CA 94109  
 Tel: 415-774-1111 Fax: 415-774-1112  
 www.lphbolander.com

**EXTRA HEAVY GROUND SET CONE TAPERED ALUMINUM FLAGPOLES**  
 CAM CLEAT CONCEALED HALYARD

**FOUNDATION DIMENSIONS**

Height	Base Dia	Top Dia	Weight
50'	48"	12"	1620
100'	48"	12"	3240
150'	48"	12"	4860

1 L. PH. BOLANDER & SONS INC. FLAG POLE DETAIL  
PAGE 1

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 Tel: 415-774-1111 Fax: 415-774-1112  
 www.lphbolander.com

**EXTRA HEAVY GROUND SET CONE TAPERED ALUMINUM FLAGPOLES**  
 ROPE CLUTCH CONCEALED HALYARD

**FOUNDATION DIMENSIONS**

Height	Base Dia	Top Dia	Weight
50'	48"	12"	1620
100'	48"	12"	3240
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4 L. PH. BOLANDER & SONS INC. FLAG POLE DETAIL  
PAGE 4

1532 HARRISON STREET  
 (EAGLE PLAZA)  
 SAN FRANCISCO, CA  
 BLOCK/JT: 3521/056

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_

REV DATE ISSUE

REV	DATE	ISSUE
1		ISSUE

SHEET TITLE  
 FLAGPOLE  
 DETAILS

SCALE: NTS  
 S-1



# SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- Affordable Housing (Sec. 415)
- Jobs Housing Linkage Program (Sec. 413)
- Downtown Park Fee (Sec. 412).
- First Source Hiring (Admin. Code)
- Child Care Requirement (Sec. 414)
- Other (TIDF, Sec. 411; EN Impact Fee, Sec. 423)

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

## Planning Commission Motion No. 19488

HEARING DATE: OCTOBER 8, 2015

*Date:* October 8, 2015  
*Case No.:* 2013.1390CUA\_2  
*Project Address:* 1532 Harrison Street  
*Zoning:* WMUG (Western SoMa Mixed-Use General) Zoning District  
 Western SOMA Special Use District  
 55/65-X Height and Bulk District  
*Block/Lot:* 3521/056  
*Project Sponsor:* Michael Yarne, Build, Inc.  
 315 Linden Street  
 San Francisco, CA 94101  
*Staff Contact:* Richard Sucre – (415) 575-9108  
[richard.sucre@sfgov.org](mailto:richard.sucre@sfgov.org)  
*Recommendation:* Approval with Conditions

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 151.1, 263.29, 303 AND 823(C)(11) OF THE PLANNING CODE FOR MAJOR DEVELOPMENT REQUESTING A HEIGHT BONUS AND OFF-STREET PARKING EXCEEDING THE PRINCIPALLY PERMITTED AMOUNT WITH MODIFICATIONS TO THE REQUIREMENTS FOR REAR YARD (PLANNING CODE SECTION 134), OPEN SPACE (PLANNING CODE SECTION 135 AND 823(C)(2)), CURB CUT WIDTH (PLANNING CODE SECTION 145.1(C)(2)) AND OFF-STREET FREIGHT LOADING (PLANNING CODE SECTION 152.1) FOR THE PROJECT INVOLVING NEW CONSTRUCTION OF A SEVEN-STORY (65-FT TALL) MIXED-USE BUILDING WITH 136 DWELLING UNITS, 1,463 SQUARE FEET OF GROUND FLOOR COMMERCIAL SPACE AND 68 OFF-STREET PARKING SPACES AT 1532 HARRISON STREET, LOT 056 IN ASSESSOR'S BLOCK 3521 WITHIN THE WMUG (WESTERN SOMA MIXED-USE GENERAL) ZONING DISTRICT, WESTERN SOMA SPECIAL USE DISTRICT, AND A 55/65-X HEIGHT AND BULK DISTRICT.

### PREAMBLE

On July 29, 2013, Michael Yarne of Build, Inc. (hereinafter "Project Sponsor") filed an application with the Planning Department (hereinafter "Department") for Conditional Use Authorization under Planning Code Sections 151.1, 263.29, 303 and 823(c)(11) of the Planning Code for major development requesting a height bonus in the Western SoMa SUD and to permit off-street parking exceeding the principally-

permitted amount within the WMUG (Western SoMa Mixed-Use General) Zoning District, Western SOMA Special Use District and a 55/65-X Height and Bulk District.

The environmental effects of the Project were determined by the San Francisco Planning Department to have been fully reviewed under the Western SoMa Area Plan Environmental Impact Report (hereinafter "EIR"). The EIR was prepared, circulated for public review and comment, and, at a public hearing on December 6, 2012, by Motion No. 18756, certified by the Commission as complying with the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., (hereinafter "CEQA"). The Commission has reviewed the Final EIR, which has been available for this Commissions review as well as public review.

The Western SoMa Area Plan EIR is a Program EIR. Pursuant to CEQA Guideline 15168(c)(2), if the lead agency finds that no new effects could occur or no new mitigation measures would be required of a proposed project, the agency may approve the project as being within the scope of the project covered by the program EIR, and no additional or new environmental review is required. In approving the Eastern Neighborhoods Plan, the Commission adopted CEQA Findings in its Motion No. 18756 and hereby incorporates such Findings by reference.

Additionally, State CEQA Guidelines Section 15183 provides a streamlined environmental review for projects that are consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific effects which are peculiar to the project or its site. Section 15183 specifies that examination of environmental effects shall be limited to those effects that (a) are peculiar to the project or parcel on which the project would be located, (b) were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent, (c) are potentially significant off-site and cumulative impacts which were not discussed in the underlying EIR, or (d) are previously identified in the EIR, but which are determined to have a more severe adverse impact than that discussed in the underlying EIR. Section 15183(c) specifies that if an impact is not peculiar to the parcel or to the proposed project, then an EIR need not be prepared for that project solely on the basis of that impact.

On September 9, 2015, the Department determined that the proposed application did not require further environmental review under Section 15183 of the CEQA Guidelines and Public Resources Code Section 21083.3. The Project is consistent with the adopted zoning controls in the Eastern Neighborhoods Area Plan and was encompassed within the analysis contained in the Eastern Neighborhoods Final EIR. Since the Eastern Neighborhoods Final EIR was finalized, there have been no substantial changes to the Eastern Neighborhoods Area Plan and no substantial changes in circumstances that would require major revisions to the Final EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR. The file for this project, including the Eastern Neighborhoods Final EIR and the Community Plan Exemption certificate, is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California.



The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2013.1390CUA\_2 at 1650 Mission Street, Fourth Floor, San Francisco, California.

Planning Department staff prepared a Mitigation Monitoring and Reporting Program (MMRP) setting forth mitigation measures that were identified in the Eastern Neighborhoods Plan EIR that are applicable to the project. These mitigation measures are set forth in their entirety in the MMRP attached to the draft Motion as Exhibit C.

On October 8, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2013.1390CUA\_2.

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

**MOVED**, that the Commission hereby authorizes the Conditional Use requested in Application No. 2013.1390CUA\_2, 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 proposed project is located on the corner parcel (with a lot area of 23,092± square feet) bounded by Norfolk, Harrison and 12<sup>th</sup> Streets. The project site has approximately 214-ft of frontage along Norfolk Street, 101-ft 6-in of frontage along 12<sup>th</sup> Street, and 175-ft of frontage along 12<sup>th</sup> Street. Currently, the subject lot contains a surface parking lot.
3. **Surrounding Properties and Neighborhood.** The project site is located within the WMUG (Western SoMa Mixed-Use General) Zoning District in the Western SoMa Area Plan. The immediate context is mixed in character with a mix of residential, commercial and industrial development. The immediate neighborhood includes one-to-three-story commercial and industrial buildings, a one-story bar (d.b.a. The Eagle), and three-to-four-story live/work and residential complexes. Along 12<sup>th</sup> Street adjacent to the project site is a two-and-one-half-story single-family residence (aka Lopez Residence). Along Norfolk Street, the project site abuts a parking lot associated with a nearby two-story industrial building. The project site has three street frontages: 12<sup>th</sup> Street, which is identified as a two-way street with horizontal on-street parking on either side of the street; Harrison Street, which is a four-lane, two-way street with horizontal on-street parking on either side of the street; and, Norfolk Street, which is a smaller-scale, one-way alley with on-street parking along the east side of the street. Other zoning districts in the vicinity of the project site include: RED-MX (Residential Enclave District - Mixed);

WMUO (Western SoMa Mixed Use-Office); PDR-1-G (Production, Distribution and Repair-General); and SALI (Service/Arts/Light Industrial).

4. **Project Description.** The proposed project includes demolition of the surface parking lot and the new construction of a seven-story, 65-ft tall, mixed-use building (measuring approximately 127,609 gsf) with 136 dwelling units, 1,463 square feet of ground floor commercial space, 68 off-street parking spaces, one car-share parking space, 136 Class 1 bicycle parking spaces, and 10 Class 2 bicycle parking spaces. The dwelling unit mix includes 62 studios, 19 one-bedroom units and 55 two-bedroom units. The project includes open space via two sunken courtyards, private balconies and a roof deck, which collectively measure 11,367 square feet. The project also includes streetscape improvements including sidewalk widening, street trees, planting strips, and addition of an on-street loading and pedestrian drop-off zone along Harrison Street.
5. **Public Comment.** The Department has received a number of public correspondences, which have primarily expressed support for the proposed project.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:
  - A. **Permitted Uses in WMUG Zoning District.** Per Planning Code Sections 844.20 and 844.45, dwelling units and ground floor retail are principally permitted use within the WMUG (Western SoMa-Mixed Use General) Zoning District.

*The proposed project would construct 136 dwelling units and approximately 1,463 square feet of ground floor retail use within the WMUG Zoning Districts. Therefore, the proposed project complies with Planning Code Sections 844.20 and 844.45.*

- B. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth of the lot to be provided at ground level. In addition, per Planning Code Section 823(c)(1), the rear yard must be provided at grade. Therefore, the Project would have to provide a rear yard, which measures approximately 5,773 sq ft, located along the rear property line.

*Currently, the Project does not feature a code-complying rear yard; however, the Project does provide ample open space for the new dwelling units. The Project provides open space through: two 25-ft wide sunken courtyards, which are located approximately 5-ft below the grade of the sidewalk and which extend from 12<sup>th</sup> Street to Norfolk Street; private open space; and, a roof deck. Thus, the Project provides a total of 11,367 sq ft of code-complying and non-code-complying open space. Therefore, the Project does provide open space, which far exceeds the amount of square footage that would have been provided in a code-complying rear yard. Thus, the total amount of open space, which would have been provided through the required rear yard, exceeds the amount, which would have been provided in the required rear yard. The Project is seeking a modification of the rear yard requirement as part of the Conditional Use Authorization (See Below).*

*The Project occupies a corner lot at the intersection of 12<sup>th</sup>, Norfolk and Harrison Streets. Since the surrounding area is mixed in character, the subject block does not possess a definitive pattern of mid-block open space. There is only one residential property on the subject block. The Project provides quality open space, which is equivalent to the amount of open space, which would have been provided in a rear yard.*

- C. **Useable Open Space.** Within the WMUG Zoning District, Planning Code Section 135 requires a minimum of 80 sq ft of open space per dwelling unit. Per Planning Code Section 823(c)(2), all dwelling units within the Eastern Neighborhoods Mixed Use Districts shall provide 80 square feet of open space per dwelling units regardless of whether the open space is privately or publicly accessible. Per Planning Code Section 135.3, one square foot of open space is required for every 250 square feet of retail use.

Private useable open space shall have a minimum horizontal dimension of six feet and a minimum area of 36 sq ft is located on a deck, balcony, porch or roof, and shall have a minimum horizontal dimension of 10 feet and a minimum area of 100 sq ft if located on open ground, a terrace or the surface of an inner or outer court. Common useable open space shall be at least 15 feet in every horizontal dimension and shall be a minimum of 300 sq ft. Further, inner courts may be credited as common useable open space if the enclosed space is not less than 20 feet in every horizontal dimension and 400 sq ft in area, and if the height of the walls and projections above the court on at least three sides is such that no point on any such wall or projection is higher than one foot for each foot that such point is horizontally distant from the opposite side of the clear space in the court.

Per Planning Code Section 823(c)(2)(B), roof decks within the Western SoMa Special Use District do not qualify as required private or common useable open space.

Therefore, the Project is required to provide 10,880 square feet of open space for the 136 dwelling units, and 6 square feet of open space for the 1,463 square feet of open space for ground floor commercial space.

*The Project provides open space via two sunken courtyards, private balconies for 56 dwelling units, and a roof deck (measuring 3,406 square feet). The two sunken courtyards collectively measuring 5,813 square feet, and are recognized as outer courts since they have frontage onto a public street. All of the private balconies are code-complying: 35 out of 38 private balconies measure 36 square feet (or 6-ft by 6-ft); while, the remaining three private balconies measure 80 square feet. Therefore, the Project provides 7,961 square feet of code-complying open space via the two sunken courtyards and private balconies.*

*However, the Project does fall short of the required amount of open space, since the roof deck (measuring 3,406 square feet) may not count as code-complying open space pursuant to the controls within the Western SoMa Special Use District. Despite the shortfall, the Project does provide a comparable amount of open space (both code-complying and non-code-complying); therefore, the Project is seeking a modification of the open space requirement through the Conditional Use Authorization (See Below).*

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

*Currently, the Project includes balconies, which project over the street and useable open space that are approximately 6-ft wide and project approximately 3-ft over the property line/useable open space; therefore, these features comply with Planning Code Section 136(c)(2).*

- E. **Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires a streetscape plan, which includes elements from the Better Streets Plan, for projects that are located on a lot larger than one-half acre and which proposed new construction.

Per Ordinance No. 119-15 (effective August 14, 2015), the Department of Public Works (DPW) is responsible for implementing the required number of street trees along the public rights-of-way, as formerly required in Planning Code Section 138.1.

The Project includes the new construction of a seven-story mixed-use building on a lot with 175-ft of frontage along 12<sup>th</sup> Street, 101-ft 6-in of frontage along Harrison Street, and 215-ft of frontage along Norfolk Street.

*Currently, the Project includes a streetscape plan consisting of: new street trees and planting strips along Harrison Street; new street trees, planting strips and bike racks along 12<sup>th</sup> Street; and sidewalk widening from 3.5-ft to 7-ft along Norfolk Street. The Project would also add a raised crosswalk at the intersection between Norfolk and Harrison Streets. All proposed work would comply with the Better Streets Plan. Therefore, the proposed project complies with Planning Code Section 138.1.*

- F. **Bird Safety.** Planning Code Section 139 outlines the standards for bird-safe buildings, including the requirements for location-related and feature-related hazards.

*The subject lot is not located in close proximity to an Urban Bird Refuge. The proposed project meets the requirements of feature-related standards and does not include any unbroken glazed segments 24-sq ft and larger in size; therefore, the proposed project complies with Planning Code Section 139.*

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

*The Project organizes the dwelling units to have exposure either on 12<sup>th</sup>, Harrison or Norfolk Streets, or along the two outer courts, which extend from 12<sup>th</sup> to Norfolk Streets. Norfolk Street is a public alley measuring 25-ft wide. Therefore, the Project complies with Planning Code Section 140.*

- H. **Street Frontage in Mixed Use Districts.** Planning Code Section 145.1 requires off-street parking at street grade on a development lot to be set back at least 25 feet on the ground floor; that no more than one-third of the width or 20 feet, whichever is less, of any given

street frontage of a new structure parallel to and facing a street shall be devoted to parking and loading ingress or egress; that space for active uses be provided within the first 25 feet of building depth on the ground floor; that non-residential uses have a minimum floor-to-floor height of 14 feet; that the floors of street-fronting interior spaces housing non-residential active uses and lobbies be as close as possible to the level of the adjacent sidewalk at the principal entrance to these spaces; and that frontages with active uses that are not residential or PDR be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level.

*The Project meets the majority of the requirements of Planning Code Section 145.1. Off-street parking is located below grade. The Project features active uses on the ground floor with walk-up dwelling units with direct, individual pedestrian access to a public sidewalk along 12<sup>th</sup> and Norfolk Streets and retail use at the corner of Harrison and 12<sup>th</sup> Streets. The main residential lobby is located along Harrison Street with a secondary, smaller residential lobby on Norfolk Street. At the corner of 12<sup>th</sup> and Harrison Streets, the non-residential use at the ground floor has a 16-ft 2-in floor to floor height. Finally, the Project features appropriate street-facing ground level spaces, as well as the ground level transparency and fenestration requirements.*

*The Project includes one 29-ft wide garage entrance and curb cut along Norfolk Street, which provides access to an at-grade car-share parking space and the below-grade off-street parking. Since the curb cut and garage entrance exceed the maximum width of 20-ft, the Project requires a modification under the Conditional Use Authorization (See Below). Generally, the Commission supports this modification given the overall reduction in curb cuts along the project site and lot configuration.*

- I. **Off-Street Parking.** In the WMUG Zoning District, Planning Code Section 151.1 principally permits one parking space for each four dwelling units. With Conditional Use Authorization from the Planning Commission, the parking ratio may be increased to a maximum of .75 parking spaces per dwelling unit.

For the 136 dwelling units in the WMUG Zoning District, the Project is principally permitted 34 off-street parking spaces, and conditionally permitted a maximum of 102 off-street parking spaces.

*Currently, the Project provides 68 below-grade off-street parking spaces. Of these 68 off-street parking spaces, two handicap parking spaces have been identified. The off-street parking spaces are organized into mechanical stackers.*

*Since the Project exceeds the principally permitted amount of parking, the Project is seeking Conditional Use Authorization to permit off-street parking at a ratio of .5 parking spaces per dwelling unit (or 68 off-street parking spaces).*

*The Commission supports the specified number of off-street parking spaces, which exceed the principally permitted amount, due to the site's existing conditions, proposed use and proposed parking configuration in mechanical stackers (See Below).*

- J. **Off-Street Freight Loading.** Planning Section 152.1 of the Planning Code requires one off-street freight loading space for apartment use between 100,001 and 200,000 gsf.

The Project includes approximately 126,146 square feet of apartment use, thus at least one off-street freight loading space is required.

*The Project does not possess any off-street freight loading; rather, the Project is proposing one on-street loading space on Harrison Street. Therefore, the Project is seeking a modification of this requirement as part of the Conditional Use Authorization (See Below).*

- K. **Bicycle Parking.** Planning Section 155.2 of the Planning Code requires at least one Class 1 bicycle parking spaces for each dwelling unit and one Class 2 bicycle parking space for every 20 dwelling units. For buildings containing more than 100 dwelling units, 100 Class 1 spaces plus one Class 1 space for every four dwelling units over 100. For the retail use, one Class 1 bicycle parking space is required for every 7,500 square feet of occupied floor area and one Class 2 space for every 2,500 square feet of occupied floor area.

The Project includes 136 dwelling units; therefore, the Project is required to provide 109 Class 1 bicycle parking spaces and 7 Class 2 bicycle parking spaces.

*The Project will provide 136 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces, thus exceeding the requirement. Therefore, the proposed project complies with Planning Code Section 155.2.*

- L. **Car Share Requirements.** Planning Code Section 166 requires one car-share parking space for projects constructing 50 to 200 dwelling units.

The Project includes 136 dwelling units; therefore, it is required to provide a minimum of one car-share parking space.

*The Project provides one car-share parking space; therefore, the proposed project complies with Planning Code Section 166.*

*In addition, the Commission will require one additional car-share parking space to support the City's transit initiatives, and increase the access to alternate modes of transportation. Therefore, the Project is required to provide a total of two (2) car-share parking spaces, in accordance with the rules of Planning Code Section 166.*

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

*The Project is providing off-street parking that is accessory to the dwelling units. These spaces will be unbundled and sold and/or leased separately from the dwelling units; therefore, the Project meets this requirement.*

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

For the 136 dwelling units, the Project is required to provide at least 55 two-bedroom units or 41 three-bedroom units.

*The Project provides 55 two-bedroom units, 19 one-bedroom units, and 62 studios. Therefore, the Project meets the requirements for dwelling unit mix.*

- O. **Narrow Streets.** Planning Code Section 261.1 outlines height and massing requirements for projects that front onto a "narrow street," which is defined as a public right of way less than or equal to 40-ft in width. Norfolk Street measures approximately 25-ft wide and is considered a narrow street. For the subject frontage along a narrow street, a 10-ft setback is required above a height of 31-ft 4-inches. Subject frontage is defined as any building frontage more than 60-ft from an intersection with a street wider than 40-ft.

*Along Norfolk Street, the Project incorporates a 10-ft setback for the portion of the building, which is more than 60-ft from the intersection. Therefore, the proposed project complies with Planning Code 261.1.*

- P. **Shadow.** Planning Code Section 295 restricts net new shadow, cast by structures exceeding a height of 40 feet, upon property under the jurisdiction of the Recreation and Park Commission. Any project in excess of 40 feet in height and found to cast net new shadow must be found by the Planning Commission, with comment from the General Manager of the Recreation and Parks Department, in consultation with the Recreation and Park Commission, to have no adverse impact upon the property under the jurisdiction of the Recreation and Park Commission.

*Based upon a detailed shadow analysis, the Project does not cast any net new shadow upon property under the jurisdiction of the Recreation and Parks Commission.*

- Q. **Transit Impact Development Fees.** Planning Code Section 411 is applicable to new retail development over 800 sq ft.

*The Project includes 1,463 sq ft of new retail use, and will pay the appropriate Transit Impact Development Fees prior to issuance of the first construction document.*

- R. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 415.3, these requirements would apply to projects that consist of 10 or

more units, where the first application (EE or BPA) was applied for on or after July 18, 2006. Pursuant to Planning Code Section 415.5, 415.6 and 823(c)(11), the Inclusionary Affordable Housing Program requirement for the On-Site Affordable Housing Alternative is to provide 16% of the proposed dwelling units as affordable.

*The Project Sponsor has demonstrated that it is eligible for the On-Site Affordable Housing Alternative under Planning Code Section 415.5, 415.6 and 823(c)(11), and has submitted a 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to satisfy the requirements of the Inclusionary Affordable Housing Program by providing the affordable housing on-site instead of through payment of the Affordable Housing Fee. In order for the Project Sponsor to be eligible for the On-Site Affordable Housing Alternative, the Project Sponsor must submit an 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project or submit to the Department a contract demonstrating that the project's on- or off-site units are not subject to the Costa Hawkins Rental Housing Act, California Civil Code Section 1954.50 because, under Section 1954.52(b), the Project Sponsor has entered into an agreement with a public entity in consideration for a direct financial contribution or any other form of assistance specified in California Government Code Sections 65915 et seq. and submits an Affidavit of such to the Department. All such contracts entered into with the City and County of San Francisco must be reviewed and approved by the Mayor's Office Housing and the City Attorney's Office. The Project Sponsor has indicated the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City and approved herein. The Project Sponsor submitted such Affidavit on August 31, 2015 and a draft of the Costa Hawkins Agreement on September 2, 2015. The EE application was submitted on December 30, 2013. Pursuant to Planning Code Section 415.3, 415.6, and 823(c)(11)(B)(vi), the on-site requirement is 16%. 22 units (10 studios, 3 one-bedroom, and 9 two-bedroom) of the 136 units provided will be affordable rental units. If the Project becomes ineligible to meet its Inclusionary Affordable Housing Program obligation through the On-Site Affordable Housing Alternative, it must pay the Affordable Housing Fee with interest, if applicable. The Project must execute the Costa Hawkins agreement prior to Planning Commission approval or must revert to payment of the Affordable Housing Fee.*

- S. **Eastern Neighborhood Infrastructure Impact Fees.** Planning Code Section 423 is applicable to any development project within the WMUG Zoning District that results in the new construction of residential and non-residential space.

*The proposed project includes approximately 109,616 gross square feet of new residential development and 1,463 gsf of new retail use. These uses are subject to Eastern Neighborhood Infrastructure Impact Fees, as outlined in Planning Code Section 423. These fees must be paid prior to the issuance of the building permit application.*

- T. **Western SoMa Special Use District.** Planning Code Section 823 outlines the requirements for projects located within the Western SoMa Special Use District. Additional controls are provided for rear yard, open space, exposure, nonconforming uses, vertical architectural



elements, SRO units, recreational facilities, nighttime entertainment and animal services, and major developments.

*The Project complies with the majority of the requirements outlined in the Western SoMa Special Use District. However, the Project is seeking modifications to the open space requirements under the Conditional Use Authorization. In addition, the Project is seeking Conditional Use Authorization for Major Developments Requesting Height Bonuses, as outlined in Planning Code Section 823(c)(11) (See Below). This Conditional Use Authorization allows the Project to construct up to 65-ft tall.*

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use Authorization. On balance, the project does comply with said criteria in that:

- (1) The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

*The Project will demolish a surface parking lot and construct a new seven-story mixed-use development with ground floor retail use and 136 dwelling units. Given the objectives of the Western SoMa Area Plan, the Project is necessary and desirable in promoting the transformation of the surrounding neighborhood, while also maintaining and contributing to the important aspects of the existing neighborhood, such as providing neighborhood-serving goods and services. The size and intensity of the proposed development is necessary and desirable for this neighborhood and the surrounding community because they will provide new opportunities for local businesses and add new site amenities that will contribute to the character of the surrounding neighborhood. The Project will also replace an underutilized corner site, while also providing new public amenities, including landscaping, sidewalk widening and corner retail. The immediate area is extremely varied in character and features a variety of uses, including light industrial, commercial, and residential. The new retail uses will complement the mix of goods and services currently available in the surrounding district and will contribute to the economic vitality of the neighborhood by providing a new mixed-use development, which is a positive contribution to the neighborhood. In summary, the Project is an appropriate urban invention and infill development.*

- (2) That such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

- i. Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

*The Project would establish a new seven-story mixed-use development in a varied neighborhood context, which includes one-to-two story commercial properties, three-to-five-story tall residential developments and one-to-three story light industrial buildings. The proposed mix of uses would be complimentary to the surrounding neighborhood, since the*

ground floor commercial use is focused at the corner of 12<sup>th</sup> and Harrison Streets, and the new residential use is focused on the upper floors. The Project incorporates two sunken courtyards, which provide sufficient light and air to the proposed units, while also providing for an attractive visual amenity from the public rights-of-way. Overall, this Project will be beneficial to the surrounding neighborhood.

- ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

*The Project would not adversely affect public transit in the neighborhood. The project site is close to several MUNI bus lines, including the 9-Downtown, 14-Mission and is within one-half mile of the Van Ness Avenue MUNI Station and the Civic Center MUNI and BART stations. The Project provides a limited amount of off-street parking in support of the City's transit first policies. This off-street parking is located in a below-grade garage. The garage would be accessible from Norfolk Street, in order to minimize pedestrian or other conflicts on 12<sup>th</sup> and Harrison Streets. Provision of bicycle storage areas along with the close proximity to mass transit is anticipated to encourage residents, employees and visitors to use alternate modes of transportation. The Project also incorporates an on-street loading and pedestrian drop-off zone, in lieu of providing for off-street freight loading.*

- iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

*The Project will comply with the City's requirements to minimize noise, glare, odors, or other harmful emissions. Conditions of Approval are included to address potential issues.*

- iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

*The Project will provide required number of street trees and new bicycle parking along the public rights-of-way. The Project would also widening the sidewalks along Norfolk Street, and construct a raised crosswalk at the intersection of Norfolk and Harrison Streets. These upgrades will be beneficial to the surrounding neighborhood because it will provide new street improvements, lighting, and vegetation.*

- (3) That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

*The Project complies with all relevant requirements and standards of the Planning Code and is consistent with objectives and policies of the General Plan as detailed below.*

- (4) That the use as proposed would provide development that is in conformity with the purpose of the applicable Neighborhood Commercial District.

*The Project is not located within a Neighborhood Commercial District. The WMUG Zoning District is an Eastern Neighborhoods Mixed-Use District.*

8. **Planning Code Section 823(c)(11)** establishes additional criteria for the Planning Commission to consider when reviewing applications for Major Development Requesting a Height Bonus. On balance, the project does comply with said criteria in that:

- a) The project shall demonstrate that it minimizes the impacts of proposed non-residential uses on any adjacent properties in the RED and RED-MX Districts. Specifically, the following potential conflicts shall be addressed:

- a. **Social Interaction.** Given the diversity of uses and users in Western SoMa, large developments should appropriately buffer conflicting uses, such as housing and late night uses, and commercial uses and playgrounds.

*The Project includes a buffer between residential uses and late night uses, including the adjacent bar (d.b.a The Eagle). The residential uses are oriented towards the two sunken courtyards or along Norfolk and Harrison Street, away from the adjacent bar. Similarly, the ground floor commercial use provides active uses at the street, and complements the adjacent bar at the southwest corner of Harrison and 12<sup>th</sup> Streets.*

- b. **Hours of Operation.** Hours of operation for commercial uses within the project shall consider their proximity and potential impacts to residential uses within the project and near the development site.

*The Project includes ground floor retail use. Currently, the Project anticipates a café that would feature standard hours of operation, and would not extend into late night hours.*

- c. **Site Access.** Avoid loading and vehicular entries near pedestrian entries, open space, and high traffic areas, and locations that would disturb other users on the site:

*Overall, the Project avoids vehicular entries near pedestrian entries, open space and high traffic areas. Pedestrian entrances are located off of Harrison Street and 12<sup>th</sup> Street. The Project includes one vehicular access point along Norfolk Street, which is located away from the on-street loading and pedestrian drop-off zone along Harrison Street. The Project minimizes conflicts with pedestrians and bicyclists by providing the garage entrance along an alley.*

- d. **Environmental Conflicts.** Commercial uses that create noise, fumes, and light shall be designed to minimize any impacts on sensitive users of the site. Buildings shall be designed to minimize the impact of wind and shadows on open spaces on the development site and adjacent properties.

*The Project does not include commercial uses, which would create noise, fumes and lights. The Project has been designed to maximize the access to light and air to the adjacent single-*

*family residence. As based upon the environmental determination, the Project will not cause wind or shadow impacts.*

- e. Architectural Design. Locate fenestration, decks, doors, and open spaces to minimize potential on-site conflicts between uses and users (e.g. residential and commercial uses).

*The Project locates fenestration, decks, doors and open space in a manner that reduces the on-site conflicts between the residential and commercial use. The ground floor commercial use is oriented towards 12<sup>th</sup> Street, while the residential uses are oriented towards the two sunken courtyards, Norfolk Street, and Harrison Street.*

- 9. **Conditional Use Authorization Modifications/Exceptions.** Planning Code Section 823(c)(11) allows modifications and exceptions to the Planning Code as provided under Planning Code Section 329:

- 1. Exceeding the principally permitted accessory residential parking ratio described in Section 151.1 and pursuant to the criteria therein;

In granting such Conditional Use or exception per 329 for parking in excess of that principally permitted in Table 151.1, the Planning Commission shall make the following affirmative findings according to the uses to which the proposed parking is accessory:

(A) Parking for All Uses.

- (i) Vehicle movement on or around the project does not unduly impact pedestrian spaces or movement, transit service, bicycle movement, or the overall traffic movement in the district;

*The Project does minimize vehicular movement in and around the Project, since the off-street parking garage is located below grade and there is only one entrance to this garage, which is located along Norfolk Street. Norfolk Street is a one-way street accessed from Harrison Street. The garage location and configuration minimizes the potential for conflicts with pedestrians and bicyclists along 12<sup>th</sup> Street, and at the intersection of Harrison and Norfolk Streets. Within the proposed building, the garage ramp accommodates vehicles entering and exiting the garage.*

- (ii) Accommodating excess accessory parking does not degrade the overall urban design quality of the project proposal;

*The Commission finds that accommodating excess accessory parking would not degrade the overall urban design quality of the Project. All off-street parking is located below grade and is minimized by the use of mechanical stackers. The garage entrance/exit is limited to one opening along an alley, thus maximizing the frontage associated with active uses, including the walk-up dwelling units and ground floor retail space.*

(iii) All above-grade parking is architecturally screened and lined with active uses according to the standards of Section 145.1, and the project sponsor is not requesting any exceptions or variances requiring such treatments elsewhere in this Code; and

*The Project includes one above-grade, car-share parking space, which would be hidden behind a garage door. The Project Sponsor is requesting an exception to the requirements for garage entrances and curb cut width. Per Planning Code Section 145.1, a garage entrance and curb cut is limited to 20-ft. Currently, the Project calls for a 29-ft curb cut and garage entrance. The Commission supports the larger curb cut given the overall reduction in curb cuts on the project site.*

(iv) Excess accessory parking does not diminish the quality and viability of existing or planned streetscape enhancements.

*Since the excess parking would be located below-grade, the excess accessory parking would not impact any existing or planned streetscape enhancements. All of the excess accessory parking is accommodated via mechanical stackers.*

(B) Parking for Residential Uses.

(i) For projects with 50 dwelling units or more, all residential accessory parking in excess of 0.5 spaces per unit shall be stored and accessed by mechanical stackers or lifts, valet, or other space-efficient means that reduces space used for parking and maneuvering, and maximizes other uses.

*Currently, the Project calls for 68 off-street parking spaces, which is equivalent to .5 off-street parking spaces per dwelling unit. The Commission supports the Project's amount of off-street parking, which is in excess of the principally permitted amounts. The Project does accommodate the accessory parking via mechanical stackers, thus complying with this requirement.*

2. Exception from residential useable open space requirements. In circumstances where such exception is granted a fee shall be required pursuant to the standards in Sections 135(j), pursuant to the criteria of Section 305(c).

*Per Planning Code Section 135 and 823(c)(2), the Project is required to provide 10,880 square feet of open space for the 136 dwelling units. Currently, the Project provides 7,961 square feet of code-complying open space via the two sunken courtyards and private balconies. In addition, the Project provides open space through a roof deck measuring 3,406 square feet. Although the roof deck cannot be classified as code-complying open space due to the code requirements of the Western SoMa Special Use District, the Project does provide open space in excess of the required amount when factoring both code-complying and non-code-complying open space. Given the overall amount of open space, design and the quality of the Project, the modification to the classification of the proposed roof deck would not severely impact the usability and quality of the proposed open space. Further, the reduction in the overall amount of code-complying open space due to exclusion of the proposed roof deck as open space is warranted given the quality of design and merits of the overall project.*

3. Exception from satisfaction of loading requirements per Section 152.1 pursuant to the criteria contained therein.

For projects in the Eastern Neighborhoods Mixed Use Districts that are subject to Section 329, the Planning Commission may waive these requirements per the procedures of Section 329 if it finds that the design of the project, particularly ground floor frontages, would be improved and that such loading could be sufficiently accommodated on adjacent streets and alleys.

*The Project would provide one on-street loading parking space on Harrison Street, which would meet the residential loading needs of the Project. By providing for on-street loading and a pedestrian drop-off zone, the Project maximizes the amount of active street frontage.*

4. Exception for rear yards, pursuant to the requirements of Section 134(f);

Modification of Requirements in the Eastern Neighborhoods Mixed Use Districts. The rear yard requirement in Eastern Neighborhoods Mixed Use Districts may be modified or waived by the Planning Commission pursuant to Section 329. The rear yard requirement in Eastern Neighborhoods Mixed Use Districts may be modified by the Zoning Administrator pursuant to the procedures set forth in Section 307(h) for other projects, provided that:

- (1) A comparable, but not necessarily equal amount of square footage as would be created in a code conforming rear yard is provided elsewhere within the development;

*The Project provides for a comparable amount of open space, in lieu of the required rear yard. Overall, the project site is 23,092 sq ft in size, and would be required to provide a rear yard measuring 5,773 sq ft. The Project provides private open space for 56 dwelling units and approximately 5,813 sq ft of common open space through two sunken courtyards, thus exceeding the amount of space, which would have been provided in a code-conforming rear yard. In addition, the Project provides additional open space via a roof deck measuring 3,406 sq ft.*

- (2) The proposed new or expanding structure will not significantly impede the access to light and air from adjacent properties or adversely affect the interior block open space formed by the rear yards of adjacent properties; and

*The Project is located adjacent to a single-family residence and an industrial building on a block, which does not have a pattern of mid-block open space. One of the sunken courtyards lies adjacent to the rear yard of the neighboring single-family residence, thus maximizing the potential for light and air. The adjacent industrial property does not possess a rear yard. Therefore, the Project does not impede access to light and air for the adjacent properties.*

- (3) The modification request is not combined with any other residential open space modification or exposure variance for the project, except exposure modifications in designated landmark buildings under Section 307(h)(1).

*The Project is seeking a modification to open space requirements, since the proposed roof deck does not conform to the requirements of the Planning Code. Given the overall quality of the Project and its design, the Commission supports the modifications to the rear yard, since the proposed units would not be afforded undue access to light and air. Overall, the Project meets the intent of the open space requirements defined in Planning Code Section 135; therefore, the Commission finds the modification of the rear yard to be acceptable.*

5. Where not specified elsewhere in Planning Code Section 329(d), modification of other Code requirements which could otherwise be modified as a Planned Unit Development (as set forth in Section 304), irrespective of the zoning district in which the property is located;

*In addition to the modification of the requirements for rear yard, open space and off-street freight loading, the Project is seeking modifications of the requirements for parking and loading entrances (Planning Code Section 145.1).*

*Under Planning Code Section 145.1, parking and loading entrances are limited to 20-ft wide. Currently, the Project calls for a parking and loading entrance, which measures 29-ft wide, along Norfolk Street. This entrance accommodates an entry and exit to the below-grade off-street parking and at-grade car-share parking space. Given the site conditions, the Commission does support this modification, since the Project reduces the number of curb cuts along the street and improves the pedestrian environment. The increased curb cut will provide for at-grade access to one of the car-share parking spaces.*

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

## HOUSING

### Objectives and Policies

#### OBJECTIVE 1

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

#### Policy 1.1

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

*The Project is a higher density residential development in a transitioning area. The Project is located within a mixed-character neighborhood with residential, commercial and industrial properties. The Project site is an ideal infill site, since the existing site is a surface parking lot. The project site was recently rezoned as part of a long range planning goal to create a cohesive residential and mixed-use neighborhood. The Project is consistent with the WMUG Zoning District, which calls for low-scale PDR uses mixed with housing and small-scale retail. Within the WMUG, housing is encourages over ground floor commercial.*

*The Project includes 22 on-site affordable housing units for rent, which complies with the City's affordable housing goals.*

**OBJECTIVE 4**

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

**Policy 4.1**

Develop new housing, and encourage the remodeling of existing housing, for families with children.

**Policy 4.5**

Ensure that new permanently affordable housing is located in all of the City's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.

*Out of 136 new dwelling units, the Project will provide 22 on-site affordable units for rent, thus meeting the affordable housing requirements and encourage diversity among income levels within the new development.*

**OBJECTIVE 11**

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

**Policy 11.1**

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

**Policy 11.2**

Ensure implementation of accepted design standards in project approvals.

**Policy 11.3**

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

**Policy 11.4**

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

**Policy 11.6**

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

**Policy 11.8**

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



*The Project responds to the site's location within a mixed-character neighborhood. The Project appropriately responds to the varied residential-industrial character of the larger neighborhood. The Project's facades provide a unique expression not commonly found within the surrounding area, while providing for a material palette which evokes the surrounding industrial context.*

## **COMMERCE AND INDUSTRY ELEMENT**

### **Objectives and Policies**

#### **OBJECTIVE 6:**

**MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.**

#### **Policy 6.1**

Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts.

*The Project provides new opportunity for new ground floor retail use, which is consistent with the goals for WMUG Zoning District.*

## **RECREATION AND OPEN SPACE ELEMENT**

### **Objectives and Policies**

#### **OBJECTIVE 4:**

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

#### **Policy 4.5:**

Require private usable outdoor open space in new residential development.

#### **Policy 4.6:**

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

*The Project will create private and common open space areas in a new residential mixed-use development through private balconies, two sunken courtyards and a roof deck. The project will not cast shadows over open spaces under the jurisdiction of the Recreation and Park Department.*

## **TRANSPORTATION ELEMENT**

### **Objectives and Policies**

**OBJECTIVE 11**

ESTABLISH PUBLIC TRANSIT AS THE PRIMARY MODE OF TRANSPORTATION IN SAN FRANCISCO AND AS A MEANS THROUGH WHICH TO GUIDE FUTURE DEVELOPMENT AND IMPROVE REGIONAL MOBILITY AND AIR QUALITY.

**Policy 11.1**

Maintain and improve the Transit Preferential Streets program to make transit more attractive and viable as a primary means of travel

**OBJECTIVE 24:**

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

**Policy 24.2:**

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

**Policy 24.3:**

Install pedestrian-serving street furniture where appropriate.

**Policy 24.4:**

Preserve pedestrian-oriented building frontages.

*The Project will provide new streetscape improvements along Norfolk, Harrison and 12<sup>th</sup> Streets. Further, the Project will provide a new raised crosswalk, street plantings, and new site furnishings. Frontages are designed with active spaces oriented at the pedestrian level. The new garage entrance is located on an alternate street frontage on Norfolk Street, in order to minimize pedestrian and bicycle conflicts.*

*The Commission recognizes the importance of a Transportation Demand Management Improvement Measure in forwarding the City's transit policies. Further, the Commission will require a car-share subsidy and an additional car-share parking space for the Project.*

**OBJECTIVE 28:**

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

**Policy 28.1:**

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

**Policy 28.3:**

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

*The Project includes 136 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces in secure, convenient locations.*

**OBJECTIVE 34:**

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

**Policy 34.1:**

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

**Policy 34.3:**

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

**Policy 34.5:**

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

*The Project provides off-street parking via one ingress/egress point along Norfolk Street. The off-street parking is adequate for the Project and complies with maximums prescribed by the Planning Code.*

**URBAN DESIGN ELEMENT**

**Objectives and Policies**

**OBJECTIVE 1:**

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

**Policy 1.7:**

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

**OBJECTIVE 2:**

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

**Policy 2.6:**

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

*The Project is located within the Western SoMa neighborhood, which is characterized by the mix of uses. As such, the Project provides expressive street façades, which respond to form, scale and material palette of the existing neighborhood, while also providing a new contemporary architectural vocabulary.*

**OBJECTIVE 4:**

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

**Policy 4.5:**

Design walkways and parking facilities to minimize danger to pedestrians.

**Policy 4.13:**

Improve pedestrian areas by providing human scale and interest.

*Although the project site has three street frontages, it only provides one vehicular access point for the entire project, limiting conflicts with pedestrians and bicyclists. Numerous street trees will be planted on each street. Along the project site, the pedestrian experience will be greatly improved.*

**WESTERN SOMA AREA PLAN**

**Objectives and Policies**

Land Use

**OBJECTIVE 1.1**

BUILD ON AN EXISTING MIXED-USED CHARACTER THAT ENCOURAGES PRODUCTION OF RESIDENTIAL USES IN AREAS MOST APPROPRIATE FOR NEW HOUSING WITH A PROXIMATE MIX OF USES AND SERVICES SERVING LOCAL NEEDS AND THEREBY DEVELOPING A COMPLETE NEIGHBORHOOD.

**Policy 1.1.2**

Western SoMa land uses should progress from non-residential uses south of Harrison Street northward to an increasingly residential neighborhood with retention of a mix of uses and new mixed-use developments where appropriate.

**Policy 1.1.7**

Establish vertical zoning standards in locations encouraging new mixed-use development and preserving a mix of uses.

Neighborhood Economy

**OBJECTIVE 2.2**

PROMOTE APPROPRIATE NEW NEIGHBORHOOD BUSINESS OPPORTUNITIES THAT CREATIVELY RESPOND TO NEIGHBORHOOD, CITYWIDE AND REGIONAL ECONOMIC NEEDS AND TRENDS.

**Policy 2.2.5**

Allow increased height limits on larger development sites in exchange for enhanced public benefits.

**Policy 2.2.13**

Clearly designate and differentiate streets and their associated zoning for functional goods and services movement from streets with pedestrian and bicycle orientations.

**Policy 2.2.14**

Provide adequate customer parking and goods loading areas in a manner that minimizes negative impacts on transit, bike and pedestrian movements on neighborhood commercial streets.

**Housing**

**OBJECTIVE 3.2**

ENCOURAGE NEW NEIGHBORHOOD RESIDENTIAL USES IN LOCATIONS THAT PROVIDE THE GREATEST OPPORTUNITIES TO BUILD ON THE EXISTING NEIGHBORHOOD PATTERNS.

**Policy 3.2.2**

Encourage in-fill housing production that continues the existing built housing qualities in terms of heights, prevailing density, yards and unit sizes.

**Policy 3.2.3**

Provide additional housing production incentives for areas identified as most appropriate for housing production.

**Policy 3.2.6**

Encourage creation of upper floor residential uses on major streets north of Harrison Street.

**Policy 3.2.7**

Create development controls on large sites that clearly direct and provide opportunities to replicated the scale, character and mix of existing uses.

**Policy 3.2.8**

Establish clear community benefit guidelines for the use of height or density bonuses for residential construction in the Western SoMa SUD.

**OBJECTIVE 3.3**

ENSURE THAT A SIGNIFICANT PERCENTAGE OF THE NEW HOUSING CREATED IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES.

**Policy 3.3.2**

Where new zoning has conferred increased development potential; ensure that mechanisms are in place for developers to contribute towards community benefits programs that include open space, transit, community facilities/services, historic/social heritage preservation and affordable housing, above and beyond citywide inclusionary requirements.

Transportation and Street Network

**OBJECTIVE 4.27**

ESTABLISH PARKING POLICIES THAT IMPROVE NEIGHBORHOOD LIVABILITY, VITALITY, AND ENVIRONMENTAL QUALITY BY REDUCING PRIVATE VEHICLE TRIPS AND SUPPORTING WALKING, CYCLING AND PUBLIC TRANSIT USE.

**Policy 4.27.1**

Adopt the same parking maximum policies that were applied in the Eastern Neighborhood Plan.

Urban Design and Built Form

**OBJECTIVE 5.1**

Reinforce the diversity of the existing built form and the warehouse, industrial and alley character.

**Policy 5.1.1**

Promote, preserve and maintain the mixed use character of Western SoMa's small scale commercial and residential uses.

*The Project features an appropriate mix of uses encouraged by the Area Plan for this location. The Project has obtained a height bonus per the Western SoMa SUD, and will provide the appropriate community benefits commensurate with the increased development. In addition, the Project is located within the prescribed height guidelines, and includes the appropriate dwelling unit mix, since approximately 40% or 55 units are two-bedroom dwellings. The Project introduces a contemporary architectural vocabulary, which is sensitive to the prevailing scale and neighborhood fabric. The Project provides for a high quality designed exterior, which features a variety of materials, colors and textures, including weathered steel, integrated color plaster, perforated panels and aluminum-sash windows. Off-street parking is limited and provided in a space efficient configuration below-grade. The Project will also pay the appropriate development impact fees, including the Eastern Neighborhoods Impact Fees.*

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

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

*Currently, the project site does not contain any existing neighborhood-serving uses. The Project improves the urban form of the neighborhood by constructing new ground floor retail and new dwelling units. This new retail use will provide goods and services to area workers, residents and visitors, while creating new ownership and employment opportunities for residents. The Project would add new residents, visitors, and employees to the neighborhood, which would assist in strengthening nearby retail uses.*

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

*No housing exists on the project site. The project will provide up to 136 new dwelling units, thus resulting in an increase in the neighborhood housing stock. The Project is expressive in design, and relates to the scale and form of the surrounding neighborhood by providing relationships to the smaller-scale industrial properties as well as the newer, larger-scale nearby residential properties. For these reasons, the proposed project would protect and preserve the cultural and economic diversity of the neighborhood.*

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

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

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

*The Project will not alter the existing commuter traffic patterns. The project site is within walking distance to public transportation options. The location of the site will enable employees and visitors to the building to walk, bike, or use public transit.*

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

*The Project does not include commercial office development and does not displace the City's industrial and services sectors. The Project provides new ground floor retail use and housing, which is a top priority in the City. The new retail use will provide new opportunity for the service sector.*

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

*The Project will conform to the structural and seismic safety requirements of the City Building Code. The Project will not impact the property's ability to withstand an earthquake.*

- G. That landmarks and historic buildings be preserved.

*The Project will not impact any landmark or historic building, since the project site does not contain any landmarks or historic buildings.*

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

*The Project will have no negative impact on existing parks and open spaces. The Project has no impact on open spaces.*

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

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

12. 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.
13. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.



### DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2013.1390CUA\_2** under Planning Code Sections 151.1, 263.29, 303 and 823(c)(11) for major development requesting height bonuses and off-street parking exceeding the principally permitted amount at 1532 Harrison Street within the WMUG (Western SoMa Mixed-Use General) Zoning District, Western SOMA Special Use District, and a 55/65-X Height and Bulk District. The project is subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated September 10, 2015, and stamped "EXHIBIT B", 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 Motion by this reference thereto. All required mitigation measures identified in the Western SoMa Area Plan EIR and contained in the MMRP are included as conditions of approval.

**APPEAL AND EFFECTIVE DATE OF MOTION:** Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. 19488. The effective date of this Motion shall be the date of this Motion if not appealed (After the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

**Protest of Fee or Exaction:** You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives NOTICE that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on October 8, 2015.

Jonas P. Ionin  
Commission Secretary

AYES: Antonini, Fong, Hillis, Johnson, Richards and Wu

Motion No. 19488  
October 8, 2015

CASE NO. 2013.1390CUA\_2  
1532 Harrison Street

NAYS:

ABSENT: Moore

ADOPTED: October 8, 2015

## EXHIBIT A

### AUTHORIZATION

This authorization is for a conditional use for major development requesting height bonuses and off-street parking exceeding the principally permitted amount, with modifications to the requirements for rear yard, open space, freight loading and parking and curb cut width, for new construction of a seven-story (65-ft tall) mixed-use building with 136 dwelling units and 1,463 square feet of ground floor commercial use located at 1532 Harrison Street, Block 3521 and Lot 056, pursuant to Planning Code Section 151.1, 263.29, 303 and 823(c)(11) within the WMUG (Western SoMa Mixed-Use General) Zoning District, Western SOMA Special Use District, and a 55/65-X Height and Bulk District; in general conformance with information stamped "EXHIBIT B" included in the docket for Case No. 2013.1390CUA\_2 and subject to conditions of approval reviewed and approved by the Commission on October 8, 2015 under Motion No. 19488. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

### RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on October 8, 2015 under Motion No. 19488.

### PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 19488 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 Office Development Authorization and any subsequent amendments or modifications.

### SEVERABILITY

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

### CHANGES AND MODIFICATIONS

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

## Conditions of Approval, Compliance, Monitoring, and Reporting

### PERFORMANCE

**Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Mitigation Measures.** Mitigation measures described in the MMRP for the Western SoMa Area Plan EIR (Case No. 2013.1390E) attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Improvement Measures.** The Commission incorporates the following Transportation Demand Management (TDM) improvement measure:

Identify TDM Coordinator: The project sponsor should identify a TDM coordinator for the project site. The TDM Coordinator is responsible for the implementation and ongoing operation of all other TDM measures described below. The TDM Coordinator could be a brokered service through an existing transportation management association (e.g. the Transportation Management Association of San Francisco, TMA SF), or the TDM Coordinator could be an existing staff member (e.g., property manager); the TDM Coordinator does not have to work full-time at the project site. However, the TDM Coordinator should be the single point of contact for all transportation-related questions from building occupants and City staff. The TDM Coordinator should provide TDM training to other building staff about the transportation amenities and options available at the project site and nearby.

Transportation and Trip Planning Information:

Move-in packet: Provide a transportation insert for the move-in packet that includes information on transit service (local and regional, schedules and fares), information on where transit passes could be purchased, information on the 511 Regional Rideshare Program and nearby bike and car share programs, and information on where to find additional web-based alternative transportation materials (e.g., NextMuni phone app). This move-in packet should be continuously updated as local transportation options change, and the packet should be provided to each new building occupant. Provide Muni maps, San Francisco Bicycle and Pedestrian maps upon request.

New-Hire Packet: Provide a transportation insert in the new-hire packet that includes information on transit service (local and regional, schedules and fares), information on where transit passes could be purchased, information on the 511 Regional Rideshare Program and nearby bike and car share programs, and information on where to find additional web-based alternative transportation materials (e.g., NextMuni phone app). This new-hire packet should be continuously updated as local transportation options change, and the packet should be provided to each new building occupant. Provide Muni maps, San Francisco Bicycle and Pedestrian maps upon request.

City Access for Data Collection:

As part of an ongoing effort to quantify the efficacy of TDM measures, City staff may need to access the project site (including the garage) to perform trip counts, and/or intercept surveys and/or other types of data collection. All on-site activities shall be coordinated through the TDM Coordinator. Project sponsor assures future access to the site by City Staff.

Bicycle Measures:

Parking: Increase the number of on-site secured bicycle parking beyond Planning Code requirements and/or provide additional bicycle facilities in the public right-of-way on public right-of-way locations adjacent to or within a quarter mile of the project site (e.g., sidewalks, on-street parking spaces).

Bay Area Bike Share: Project Sponsor shall cooperate with the San Francisco Municipal Transportation Agency, San Francisco Department of Public Works, and/or Bay Area Bike Share

(agencies) and support installation of a bike share station in the public right-of-way along the project's frontage.

#### Additional TDM Measures

In addition to the TDM measures described above, the Project Sponsor will additionally provide the following TDM measures consistent with TransForm's GreenTRIP program. According to TransForm, GreenTRIP is an innovative program that certifies residential and mixed-use developments that apply strategies to reduce traffic and excessive parking. GreenTRIP staff help applicants find the most appropriate trip reduction strategies, like transit passes and carsharing for residents. GreenTRIP transportation analysis and communication materials are used to explain the benefits, and often to justify reduced parking provisions, to decision makers and the public. Consistent with the GreenTRIP program, the Project Sponsor will provide the following additional TDM measures:

- Encourage retail tenants to allow bicycles in the workplace;
- Facilitate direct access to bicycle facilities in the study area (e.g., Route 25 on 11th and Route 30 on Folsom and Howard Streets) through on-site signage; and
- Provide free or subsidized car share membership to residents and tenants.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

## **MONITORING**

**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](http://www.sf-planning.org)*

**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](http://www.sf-planning.org)*

## **DESIGN**

**Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

**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](http://www.sf-planning.org).*

**Streetscape Plan.** Pursuant to Planning Code Section 138.1, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. The Project Sponsor shall complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

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

1. 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;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.

*For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>*

**Rooftop Mechanical Equipment.** Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan to the Planning Department prior to Planning approval of the building permit application for each building. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

**Entertainment Commission-Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects.** The Project Sponsor shall comply with the "Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects," which were recommended by the Entertainment Commission on August 25, 2015. These conditions state:

- **Community Outreach:** Project Sponsor shall include in its community outreach process any businesses located within 300 feet of the proposed project that operate between the hours of 9PM-5AM. Notice shall be made in person, written or electronic form.
- **Sound Study:** Project sponsor shall conduct an acoustical sound study, which shall include sound readings taken when performances are taking place at the proximate Places of Entertainment, as well as when patrons arrive and leave these locations at closing time. Readings should be taken at locations that most accurately capture sound from the Place of Entertainment to best of their ability. Any recommendation(s) in the sound study regarding window glaze ratings and soundproofing materials including but not limited to walls, doors, roofing, etc. shall be given highest consideration by the project sponsor when designing and building the project.
- **Design Considerations:**
  - (1) During design phase, project sponsor shall consider the entrance and egress location and paths of travel at the Place(s) of Entertainment in designing the location of (a) any entrance/egress for the residential building and (b) any parking garage in the building.
  - (2) In designing doors, windows, and other openings for the residential building, project sponsor should consider the POE's operations and noise during all hours of the day and night.
- **Construction Impacts:** Project sponsor shall communicate with adjacent or nearby Place(s) of Entertainment as to the construction schedule, daytime and nighttime, and consider how this schedule and any storage of construction materials may impact the POE operations.
- **Communication:** Project Sponsor shall make a cell phone number available to Place(s) of Entertainment management during all phases of development through construction. In addition, a line of communication should be created to

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

## **PARKING AND TRAFFIC**

**Unbundled Parking.** 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](http://www.sf-planning.org)*

**Parking Maximum.** Pursuant to Planning Code Section 151.1, the Project shall provide no more than 68 off-street parking spaces for the 136 dwelling units.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**Car Share.** Pursuant to Planning Code Section 166, no fewer than 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](http://www.sf-planning.org)*

**Bicycle Parking.** Pursuant to Planning Code Sections 155.2, the Project shall provide no fewer than 136 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

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

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

**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](http://www.sf-planning.org)*

## PROVISIONS

**First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use 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 415-581-2335, [www.onestopSF.org](http://www.onestopSF.org)*

**Transit Impact Development Fee.** Pursuant to Planning Code Section 411, the Project Sponsor shall pay the Transit Impact Development Fee (TIDF) as required by and based on drawings submitted with the Building Permit Application. Prior to the issuance of a temporary certificate of occupancy, the Project Sponsor shall provide the Planning Director with certification that the fee has been paid.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org).*

**Eastern Neighborhoods Infrastructure Impact Fee.** Pursuant to Planning Code Section 423 (formerly 327), the Project Sponsor shall comply with the Eastern Neighborhoods Public Benefit Fund provisions through payment of an Impact Fee pursuant to Article 4.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

## OPERATION

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

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

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

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

**Lighting.** All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

## INCLUSIONARY HOUSING

### Affordable Units

- 1. Number of Required Units.** Pursuant to Planning Code Sections 415.6 and 823(c)(11)(B)(vi), the Project is required to provide 16% of the proposed dwelling units as affordable to qualifying households. The Project contains 136 units; therefore, 22 affordable units are required. The Project Sponsor will fulfill this requirement by providing the 22 affordable units on-site. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing and Community Development ("MOHCD").  
*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*
- 2. Unit Mix.** The Project contains 62 studios, 19 one-bedroom, and 55 two-bedroom units; therefore, the required affordable unit mix is 10 studios, 3 one-bedroom, and 9 two-bedroom. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOHCD.  
*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*
- 3. Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.  
*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*
- 4. Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than sixteen percent (16%) of the each phase's total number of dwelling units as on-site affordable units.  
*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*
- 5. Duration.** Under Planning Code Section 415.8, all units constructed pursuant to Section 415.6, must remain affordable to qualifying households for the life of the project.  
*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*
- 6. 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 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 MOHCD at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at:

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

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

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org) or the Mayor's Office of Housing and Community Development at 415-701-5500, [www.sf-moh.org](http://www.sf-moh.org).*

- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.
- b. If the units in the building are offered for rent, the affordable unit(s) shall be rented to qualifying households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average fifty-five (55) percent of Area Median Income under the income table called "Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco." The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.

- d. Required parking spaces shall be made available to renters of affordable units according to the Procedures Manual.
- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 415.6 instead of payment of the Affordable Housing Fee, and has submitted the *Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415* to the Planning Department stating the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions (as defined in California Government Code Section 65915 et seq.) provided herein. The Project Sponsor has executed the Costa Hawkins agreement and will record a Memorandum of Agreement prior to issuance of the first construction document or must revert payment of the Affordable Housing Fee.
- g. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOHCD and pay interest on the Affordable Housing Fee and penalties, if applicable.

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Cultural and Paleontological Resources</b>				
<p><b>Project Mitigation Measure 1 – Archeological Testing Program (M-CP-4a of the Western SoMa PEIR).</b> Based on a reasonable presumption that archeological 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 or submerged historical resources. The project sponsor shall retain the services of an archaeological consultant from the rotational Department Qualified Archaeological Consultants List (QACL) maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant’s work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Sect. 15064.5 (a)(c).</p>	<p>Project sponsor/ archeological consultant at the direction of the ERO.</p>	<p>Prior to any soil-disturbing activities on the project site.</p>	<p>Project sponsor to retain a qualified archeological consultant who shall report to the ERO.</p>	<p>Archeological consultant shall be retained prior to any soil-disturbing activities.  <hr/> Date archeological consultant retained:  <hr/> Date of initial soil disturbing activities:  <hr/></p>
<p><i>Consultation with Descendant Communities:</i> On discovery of an archeological site (intended here to minimally include any archeological deposit, feature, burial, or evidence of burial) associated with descendant Native Americans, the Overseas Chinese, or other descendant group an appropriate representative of the descendant group and the ERO shall be contacted. (An “appropriate representative” of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archaeologist.) The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to consult with ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.</p>	<p>Project sponsor/ archeological consultant, and representative of descendent group, at the direction of the ERO.</p>	<p>Initiated upon discovered of an archeological site associated with descendant groups.   Complete upon completion of archeological field investigations and ERO consultation.</p>	<p>Project sponsor to retain a qualified archeological consultant who shall report to the ERO.</p>	<p>Date archeological site discovered:  <hr/> Date field investigations monitored:  <hr/> Date ERO consulted:  <hr/> Date final report sent to descendant group representative:  <hr/></p>

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Cultural and Paleontological Resources (continued)</b>				
<p><i>Archeological Testing Program.</i> The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.</p>	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to any soil-disturbing activities on the project site.	Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by ERO prior to any soil-disturbing activities on the project site.	Date ATP submitted to the ERO: _____ Date ATP approved by the ERO: _____ Date of initial soil disturbing activities: _____
<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the ERO or the Planning Department archeologist. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:</p> <p>A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or</p> <p>B. A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p>	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the archeological testing program.	Archeological consultant shall submit a report of findings of the ATP to the ERO.	Date archeological findings report submitted to the ERO: _____ ERO determination of significant archeological resource present? Y      N Would resource be adversely affected? Y      N Additional mitigation to be undertaken by project sponsor? Y      N
<p><i>Archeological Monitoring Program.</i> If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> <li>The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing.</li> </ul>	Project sponsor/ archeological consultant/ monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soil-disturbing activities. If	Project sponsor/ archeological consultant/monitor/ contractor(s) shall implement the AMP, if	AMP required? Y      N Date: _____ Date AMP submitted to the ERO: _____

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Cultural and Paleontological Resources (continued)</b>				
<p>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;</p> <ul style="list-style-type: none"> <li>▪ 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;</li> <li>▪ 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;</li> <li>▪ The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;</li> <li>▪ 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.</li> </ul> <p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO.</p>		<p>the ERO determines that an AMP is necessary, monitor throughout all soil-disturbing activities at the project site.</p>	<p>required by the ERO.</p>	<p>Date AMP approved by the ERO: _____</p> <p>Date AMP implementation complete: _____</p> <p>Date written report regarding findings of the AMP received: _____</p>
<p><i>Archeological Data Recovery Program.</i> The archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is,</p>	<p>Archeological consultant at the direction of the ERO.</p>	<p>If there is a determination that an ADRP program is required.</p>	<p>Project sponsor/ archeological consultant/ monitor/contractor(s) shall prepare an ADRP if required by the ERO.</p>	<p>ADRP required?                          Y    N        Date: _____</p>



MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Cultural and Paleontological Resources (continued)</b>				
<p>the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> <li>▪ Field Methods and Procedures. <i>Descriptions of proposed field strategies, procedures, and operations.</i></li> <li>▪ Cataloguing and Laboratory Analysis. <i>Description of selected cataloguing system and artifact analysis procedures.</i></li> <li>▪ Discard and Deaccession Policy. <i>Description of and rationale for field and post-field discard and deaccession policies.</i></li> <li>▪ Interpretive Program. <i>Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.</i></li> <li>▪ Security Measures. <i>Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.</i></li> <li>▪ Final Report. <i>Description of proposed report format and distribution of results.</i></li> </ul> <p><i>Curation.</i> Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.</p>				<p>Date of scoping meeting for ADRP: _____</p> <p>Date Draft ARDP submitted to the ERO: _____</p> <p>Date ARDP approved by the ERO: _____</p> <p>Date ARDP implementation complete: _____</p>
<p><i>Human Remains and Associated or Unassociated Funerary Objects.</i> 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, ERO, 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 should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.</p>	<p>Project sponsor/          archeological consultant          in consultation with          the San Francisco          Coroner, NAHC,          and MLD.</p>	<p>In the event human          remains and/or funerary          objects are found.</p>	<p>Project sponsor/          archeological consultant          to monitor (through-out          all soil disturbing          activities) for human          remains and associated/          unassociated funerary          objects and, if found,          contact the San Francisco          Coroner, NAHC/MLD.</p>	<p>Human remains and          associated/unassociate          d funerary objects          found?                            Y      N</p> <p>Date: _____</p> <p>Persons contacted:</p>

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Cultural and Paleontological Resources (continued)</b>				
				Name: _____ Date: _____ Name: _____ Date: _____
<p><i>Final Archeological Resources Report.</i> The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California 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 Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Archeological consultant at the direction of the ERO.	After completion of archeological data recovery, inventory, and analysis.	Project sponsor/ archeological consultant/monitor/ contractor(s) shall prepare an FARR to the ERO.	Date Draft FARR submitted to ERO: _____ Date FARR approved by ERO: _____ Date of distribution of Final FARR: _____ Date of submittal of Final FARR to information center: _____
<b>Noise</b>				
<p><b>Project Mitigation Measure 2 – Siting of Noise-Sensitive Uses (Mitigation Measure M-NO-1b of the Western SoMa PEIR).</b> To reduce potential conflicts between existing noise-generating uses and new sensitive receptors, for new residential development and development that includes other noise-sensitive uses (primarily, residences, and also including schools and child care, religious, and convalescent facilities and the like), the San Francisco Planning Department shall require the preparation of an analysis that includes, at a minimum, a site survey to identify potential noise-generating uses within 900 feet of, and that have a direct line-of-sight to, the project site, and including at least one 24-hour noise measurement (with average and maximum noise level readings taken so as to be able to accurately describe maximum levels reached during nighttime hours) prior to the first project approval action. The analysis shall be prepared by persons qualified in</p>	Project sponsor, architect, acoustical consultant, and construction contractor.	Analysis completed during environmental review of subsequent projects in the Project Area; architect to incorporate findings of noise study into building plans prior to issuance of final building permit and certificate of occupancy.	Planning Department and Department of Building Inspection.	Considered complete upon approval of final construction plan set.

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Noise (continued)</b>				
<p>acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that Title 24 standards, where applicable, can be met, and that there are no particular circumstances about the individual project site that appear to warrant heightened concern about noise levels in the vicinity. The analysis shall be conducted prior to completion of the environmental review process. Should the Planning Department conclude that such concerns be present, the San Francisco Planning Department may require the completion of a detailed noise assessment by person(s) qualified in acoustical analysis and/or engineering prior to the first project approval action, in order to demonstrate that acceptable interior noise levels consistent with those in the Title 24 standards can be attained.</p>				
<p><b>Project Mitigation Measure 3 – Open Space in Noisy Environments (Mitigation Measure M-NO-1d of Western SoMa PEIR)</b> To minimize effects on development in noisy areas, for new development including noise-sensitive uses (primarily, residences, and also including schools and child care, religious, and convalescent facilities and the like), the San Francisco Planning Department shall, through its building permit review process, in conjunction with noise analysis required pursuant to Mitigation Measure M-NO-1b, require that open space required under the Planning Code for such uses be protected, to the maximum feasible extent, from existing ambient noise levels that could prove annoying or disruptive to users of the open space. Implementation of this measure could involve, among other things, site design that uses the building itself to shield on-site open space from the greatest noise sources, construction of noise barriers between noise sources and open space, and appropriate use of both common and private open space in multi-family dwellings. Implementation of this measure shall be undertaken consistent with other principles of urban design.</p>	<p>Project sponsor, architect, acoustical consultant, and construction contractor.</p>	<p>Analysis completed during environmental review.</p>	<p>Planning Department</p>	<p>Considered completed upon approval of project plans by the Planning Department.</p>
<p><b>Project Mitigation Measure 4 – General Construction Noise Control Measures (Mitigation Measure M-NO-2a of the Western SoMa PEIR)</b>. To ensure that project noise from construction activities is minimized to the maximum extent feasible, the sponsor of a subsequent development project shall undertake the following:</p> <ul style="list-style-type: none"> <li>• The sponsor of a subsequent development project shall require the general contractor to ensure that equipment and trucks used for project construction use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds, wherever feasible).</li> <li>• The sponsor of a subsequent development project shall require the general contractor to locate stationary noise sources (such as compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and to construct barriers around such sources and/or the construction site, which could reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, if feasible.</li> </ul>	<p>Project sponsor and construction contractor.</p>	<p>During construction period.</p>	<p>Project sponsor to provide monthly noise reports during construction.</p>	<p>Considered complete upon final monthly report.</p>

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Noise (continued)</b>				
<ul style="list-style-type: none"> <li>• The sponsor of a subsequent development project shall require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which could reduce noise levels by as much as 10 dBA.</li> <li>• The sponsor of a subsequent development project shall include noise control requirements in specifications provided to construction contractors. Such requirements could include, but not be limited to, performing all work in a manner that minimizes noise to the extent feasible; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants, as feasible; and selecting haul routes that avoid residential buildings inasmuch as such routes are otherwise feasible.</li> <li>• Prior to the issuance of each building permit, along with the submission of construction documents, the sponsor of a subsequent development project shall submit to the San Francisco Planning Department and Department of Building Inspection (DBI) a list of measures to respond to and track complaints pertaining to construction noise. These measures shall include: (1) a procedure and phone numbers for notifying DBI, the Department of Public Health, and the Police Department (during regular construction hours and off-hours); (2) a sign posted on-site describing noise complaint procedures and a complaint hotline number that shall be answered at all times during construction; (3) designation of an on-site construction complaint and enforcement manager for the project; and (4) notification of neighboring residents and non-residential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise-generating activities (defined as activities generating noise levels of 90 dBA or greater) about the estimated duration of the activity.</li> </ul> <p>Additionally, the noise study also identifies additional noise-attenuation measures to be implemented as feasible to further reduce noise impacts, in compliance with Mitigation Measure M-NO-2a (Project Mitigation Measure 4). The following site-specific noise-attenuation measures would be implemented as feasible:</p> <ul style="list-style-type: none"> <li>• Conduct noise monitoring at the beginning of major construction phases (e.g., demolition, excavation) to determine the need and the effectiveness of noise-attenuation measures.</li> <li>• Erect temporary plywood noise barriers around the construction site where the site adjoins noise-sensitive receivers, such as the neighboring 365 12th Street residence.</li> </ul>				

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Noise (continued)</b>				
<ul style="list-style-type: none"> <li>Utilize noise control blankets on the building structure adjacent to the 365 12th Street residence – and possibly other noise-sensitive receivers – as the building is erected to reduce noise emission from the site.</li> <li>Post signs on-site pertaining to permitted construction days and hours and complaint procedures and who to notify in the event of a problem, with telephone numbers listed.</li> <li>Notify the Department of Building Inspection (DBI) and neighbors in advance of the schedule for each major phase of construction and expected loud activities.</li> <li>Limit construction to the hours of 7:00 a.m. to 8:00 p.m. per San Francisco Police Code Article 29. Construction outside of these hours may be approved through a development permit based on a site-specific construction noise mitigation plan and a finding by DBI that the construction noise mitigation plan is adequate to prevent noise disturbance of affected residential uses.</li> <li>When feasible, select “quiet” construction methods and equipment (e.g., improved mufflers, use of intake silencers, engine enclosures).</li> <li>Mobile noise-generating equipment (e.g., dozers, backhoes, and excavators) would be required to prepare the entire site. However, the developer would endeavor to avoid placing stationary noise generating equipment (e.g., generators, compressors) within noise-sensitive buffer areas (measured at linear 20 feet) between immediately adjacent neighbors.</li> <li>Require that all construction equipment be in good working order and that mufflers are inspected to be functioning properly. Avoid unnecessary idling of equipment and engines.</li> </ul>				
<b>Air Quality</b>				
<p><b>Project Mitigation Measure 5 – Construction Emissions Minimization Plan (Mitigation Measure M-AQ-7 of the Western SoMa PEIR).</b> To reduce the potential health risk resulting from project construction activities, the project sponsor of each development project in the Draft Plan Area and on the Adjacent Parcels shall undertake a project-specific construction health risk analysis to be performed by a qualified air quality specialist, as appropriate and determined by the Environmental Planning Division of the San Francisco Planning Department, for diesel-powered and other applicable construction equipment, using the methodology recommended by the Bay Area Air Quality Management District (BAAQMD) and/or the San Francisco Planning Department. If the health risk analysis determines that construction emissions would exceed health risk significance thresholds identified by the BAAQMD and/or the San Francisco Planning Department, the project sponsor shall develop a Construction Emissions Minimization Plan for Health Risks and Hazards designed to reduce health risks from construction equipment to less-than-significant levels.</p>	Project sponsor/ contractor(s)	Prior to issuance of a permit specified in Section 106A.3.2.6 of the Francisco Building Code.	Health Risk Analysis complete. ERO to review and approve the Construction Emissions Minimization Plan prior to construction with diesel equipment. Contractor or sponsor to provide monthly reports on equipment.	Submit Plan for review prior to construction. Monitor measures as part of everyday operations; during project construction. Considered complete upon final monthly construction report.

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Air Quality (continued)</b>				
<p><i>A. Construction Emissions Minimization Plan.</i> Subsequent development projects that may exceed the standards for criteria air pollutants, as determined by the ERO or his/her designee, shall be required to undergo an analysis of the project's construction emissions and if, based on that analysis, construction period emissions may be significant, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan for Criteria Air Pollutants (as well as TACs, see Impact AQ-7) shall be designed to reduce criteria air pollutant emissions to the greatest degree practicable.</p> <p>The Plan shall detail project compliance with the following requirements:</p> <ol style="list-style-type: none"> <li>1. All off-road equipment greater than 25 horsepower and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:             <ol style="list-style-type: none"> <li>a) Where access to alternative sources of power are available, portable diesel engines shall be prohibited;</li> <li>b) All off-road equipment shall have:                 <ol style="list-style-type: none"> <li>i. Engines that meet or exceed either U.S. Environmental Protection Agency or California Air Resources Board Tier 2 off-road emission standards, <i>and</i></li> <li>ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).</li> </ol> </li> <li>c) Exceptions:                 <ol style="list-style-type: none"> <li>i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for onsite power generation.</li> <li>ii. Exceptions to A(1)(b)(ii) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is: (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO</li> </ol> </li> </ol> </li> </ol>				

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete												
<b>Air Quality (continued)</b>																
<p>iii. that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project sponsor must comply with the requirements of A(1)(c)(iii).</p> <p>iv. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest pieces of off-road equipment as provided by the step down schedules in Table A1 below.</p> <p style="text-align: center;"><b>TABLE A1</b>  <b>OFF-ROAD EQUIPMENT COMPLIANCE STEP DOWN SCHEDULE*</b></p> <table border="1" data-bbox="191 581 842 760"> <thead> <tr> <th>Compliance Alternative</th> <th>Engine Emission Standard</th> <th>Emissions Control</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Tier 2</td> <td>ARB Level 2 VDECS</td> </tr> <tr> <td>2</td> <td>Tier 2</td> <td>ARB Level 1 VDECS</td> </tr> <tr> <td>3</td> <td>Tier 2</td> <td>Alternative Fuel*</td> </tr> </tbody> </table> <p>* How to use the table. If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.</p> <p>** Alternative fuels are not a VDECS</p> <p>2. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two minute idling limit.</p> <p>3. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.</p> <p>4. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel</p>	Compliance Alternative	Engine Emission Standard	Emissions Control	1	Tier 2	ARB Level 2 VDECS	2	Tier 2	ARB Level 1 VDECS	3	Tier 2	Alternative Fuel*				
Compliance Alternative	Engine Emission Standard	Emissions Control														
1	Tier 2	ARB Level 2 VDECS														
2	Tier 2	ARB Level 1 VDECS														
3	Tier 2	Alternative Fuel*														

MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Air Quality (continued)</b>				
<p>usage and hours of operation. For the VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p> <p>5. The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of Plan as requested.</p>				
<p><i>B. Reporting.</i> Monthly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include actual amount of alternative fuel used.</p>	Project sponsor/ contractor(s)	Monthly during construction.	ERO to receive reports.	<p>Considered complete on findings by ERO that Plan is being/has been implemented.</p> <p>Date plan deemed implemented by ERO:</p> <hr/>
<p>Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include actual amount of alternative fuel used.</p>	Project sponsor/ contractor(s)	Within six months of completion of construction activities.	ERO to receive reports.	<p>Date report submitted to ERO:</p> <hr/>
<p><i>C. Certification Statement and On-site Requirements.</i> Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.</p>	Project sponsor/ contractor(s)	Prior to construction activities requiring the use of off-road equipment	ERO to receive certification statement.	<p>Considered complete on submittal of certification statement.</p> <p>Date certification statement submitted:</p> <hr/>



MITIGATION MONITORING AND REPORTING PROGRAM – 1532 HARRISON COMMUNITY PLAN EXEMPTION (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Status / Date Complete
<b>Biological Resources</b>				
<p><b>Project Mitigation Measure 6 – Pre-Construction Special-Status Bird Surveys (Mitigation Measure M-BI-1a of Western SoMa PEIR).</b> Conditions of approval for building permits issued for construction within the Draft Plan Area or on the Adjacent Parcels shall include a requirement for pre-construction special-status bird surveys when trees would be removed or buildings demolished as part of an individual project. Pre-construction special-status bird surveys shall be conducted by a qualified biologist between February 1 and August 15 if tree removal or building demolition is scheduled to take place during that period. If bird species protected under the Migratory Bird Treaty Act or the California Fish and Game Code are found to be nesting in or near any work area, an appropriate no-work buffer zone (e.g., 100 feet for songbirds) shall be designated by the biologist. Depending on the species involved, input from the California Department of Fish and Game (CDFG) and/or United States Fish and Wildlife Service (USFWS) may be warranted. As recommended by the biologist, no activities shall be conducted within the no-work buffer zone that could disrupt bird breeding. Outside of the breeding season (August 16 – January 31), or after young birds have fledged, as determined by the biologist, work activities may proceed. Special-status birds that establish nests during the construction period are considered habituated to such activity and no buffer shall be required, except as needed to avoid direct destruction of the nest, which would still be prohibited.</p>	<p>Project Sponsor; qualified biologist; CDFG; USFWS</p>	<p>Prior to issuance of demolition or building permits when trees or shrubs would be removed or buildings demolished as part of an individual project.</p>	<p>Project Sponsor; qualified biologist; CDFG; USFWS</p>	<p>Prior to issuance of demolition or building permits</p>
<b>Hazards and Hazardous Materials</b>				
<p><b>Project Mitigation Measure 7 – Hazardous Building Materials Abatement (Mitigation Measure M-HZ-2 of the Western SoMa PEIR).</b> The City shall condition future development approvals to require that the subsequent project sponsors ensure that any equipment containing polychlorinated biphenyls (PCBs) or mercury, such as fluorescent light ballasts, are removed and properly disposed of according to applicable federal, state, and local laws prior to the start of renovation, and that any fluorescent light tube fixtures, which could contain mercury, are similarly removed intact and properly disposed of. Any other hazardous materials identified, either before or during work, shall be abated according to applicable federal, state, and local laws.</p>	<p>Project Sponsor; Planning Department</p>	<p>Prior to any demolition or construction activities</p>	<p>Project Sponsor; Planning Department</p>	<p>Prior to any demolition or construction activities</p>





# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 19566

*Date:* February 11, 2016  
*Case No.:* 2013.1390IKA  
*Project Address:* 1532 Harrison Street  
*Plan Area:* Western Soma Area Plan  
*Project Sponsor:* Michael Yarne, Build, Inc.  
Brooke Ray Smith  
Build Public  
315 Linden Street  
San Francisco, CA 94102

1650 Mission St.  
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*Mathew.snyder@sfgov.org*

**APPROVING AN IMPACT FEE WAIVER FOR 1532 HARRISON STREET IN THE AMOUNT OF \$1,505,878 TO PROVIDE STREETScape, PEDESTRIAN SAFETY, AND PUBLIC SPACE IMPROVEMENTS ON HARRISON STREET BASED ON THE COMPLETION OF AN IN-KIND AGREEMENT BETWEEN THE PROJECT SPONSOR AND THE CITY; AND RECOMMENDING THAT THE BOARD OF SUPERVISOR ADOPT AN ORDINANCE THAT WOULD ACCEPT ANY ADDITIONAL VALUE OF THE IN-KIND IMPROVEMENTS ABOVE THE FEE WAIVER AMOUNT AND OVERRIDE THE PLANNING CODE'S RESTRICTION OF AN IN-KIND IMPROVEMENT HAVING A VALUE GREATER THAN THE FEE WAIVER AMOUNT.**

### **PREAMBLE**

On January 19, 2009 the Eastern Neighborhoods Plan became effective, including now Section 423.3 of the San Francisco Planning Code, the Eastern Neighborhoods Infrastructure Impact Fee applicable to all projects in the plan area, including the subject property. The Planning Code also enabled project sponsors to seek a waiver from the impact fees when providing public improvements through an In-Kind Agreement with the Planning Department.

On October 1, 2015, the Planning Commission granted approval to the project proposed for 1532 Harrison Street. The project consists of a new seven-story 65-foot tall, mixed-use building with 136 dwelling units and about 1,600 square feet of ground floor commercial space for a total of about 128,000 gsf.

On January 21, 2015, the Project Sponsor, Build, Inc., filed an application with the City for approval of an In-Kind Agreement for provision of streetscape, pedestrian safety, and public space improvements on 12th Street between Harrison and Bernice (Project). The space is proposed to be called "Eagle Plaza", which is named after the Eagle Tavern, which is immediately adjacent to it across from the development site. The proposal included restricting vehicular circulation to prioritize the space for pedestrians.

On September 16, 2015, in Motion 2015-09-03, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed improvements for the Eagle Plaza In-Kind Agreement. The EN CAC's motion is attached. .

**MOVED**, that the Commission hereby authorizes the Eastern Neighborhoods Community Impact Fee Waiver 1532 Harrison Street in the amount of \$1,505,878.

**FURTHER MOVED**, that the Commission hereby recommends to the Board of Supervisors that they adopt an Ordinance that would accept the additional value of the in-kind improvements as a gift and would override the Planning Code's restriction of an in-kind improvement having a value greater than the fee waiver amount.

### 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. The proposed In-Kind Agreement is consistent with the Planning Code Section 423.3.
3. **In-Kind Agreement Approval Criteria.** The proposed improvements would present a suitable priority for an In-Kind Agreement to satisfy portions of the Area Plan infrastructure impact fees as they meet the following criteria established in the Planning Commission approved "Procedures of In-Kind Agreements".
  - Improvement Fulfills the Purpose of Community Improvements: Per Planning Code section 423.3(d) (which describes in-kind improvements under the EN Impact Fee Fund) open space, such as plazas, are eligible for funding.
  - The Infrastructure Type is Identified in the Fee Ordinance: The plaza project falls under the "Open Space and Recreation" category of improvements in the Eastern Neighborhoods Impact Fee Fund, and therefore is eligible.
  - The Expenditure Category for Infrastructure Type is Not Exhausted: The "Open Space and Recreation" category of funds have not been exhausted.
4. **Priority Improvements.** The proposed improvements are a priority for the Plan Area as they meet the following criteria:
  - Improvement is identified in the Five Year Capital Plan; Improvement does not Compete with a CAC and IPIC Endorsed Improvement:  
*This project had not been specifically listed in the IPIC Report; however, funds allocated here would not be removed from any specifically identified project, including general funds.*
  - CAC Supports the Proposed Improvement:  
*The Eastern Neighborhoods CAC approved a resolution in September 2015 supporting the improvements in an amount of \$1,505,878.*

- Efficiencies are Gained Through Coordination with Development Project:

*Project sponsors can utilize the construction tools and labor already working onsite for the 1532 Harrison Street to deliver the improvements in a more timely and efficient manner. The project would be timed with the development of the adjacent development and delivered no later than when the development is ready for occupancy. The project could be built in conjunction with the development project, resulting in less disruption from construction than if the project were independently built at another time.*

5. **Other City Agency Review.** The Project is recommended by the Planning Department and has been reviewed by other public agencies, including the Department of Public Works and SFMTA. The Street Design Advisory Team, a multi-agency multi-disciplinary review team chaired by Planning, reviewed the project twice and is supportive of the concept design.
6. **Other Required City Actions.** The creation of the plaza will require additional actions from other City Agencies, including but not necessarily limited approval of a Major Encroachment Permit, Street Improvement Permit, removal of on-street parking, the relocation of mapped curb lines, and possibly the vacation of the right-of-way. These approvals are required in addition to this approval and the finalization of an In-Kind Agreement between the City and Project Sponsor.
7. **Additional Value of Improvements to be Gifted to the City.** The subject improvements are anticipated to cost \$2,027,933, which is \$522,055 over the fee waiver value. Of this amount, \$122,055 would have otherwise been required through the Planning Code Section 138.1 ("The Better Streets Requirement") leaving about \$400,000 that would need to be gifted to the City. The in-kind value above the fee waiver amount will need to be officially accepted as a gift by the Board of Supervisors. Because the Planning Code generally does not allow the value of the improvements to be greater than the value of the fee waiver, the Board of Supervisors Ordinance accepting the gift would also have to officially override the Planning Code for this case. Eagle Plaza is a broad community effort that has several funding sources, of which this in-kind agreement and fee waiver is one. Limiting the scope of the improvements to match the value of the in-kind would inadvertently limit the full potential of the project and the aspirations of community members who have planned, raised money, and advocated for it.
8. The Project Sponsor has indicated that it is their intention to create a Mello Roos District and non-profit governing entity thereto as a means of funding and performing ongoing maintenance. The Project Sponsor acknowledges that the City department with jurisdiction over Eagle Plaza and the Board of Supervisors will need to approve such approach in their sole and respective discretion and may impose additional conditions and obligations on the project or its design under such circumstances. A Declaration of Maintenance Covenant and an attached scope of work, similar to the one related to Daggett Street open space (Case No. 2003.0527U), could be recorded against the property of 1532 Harrison Street at the election of the Department of Public Works or any future City department with jurisdiction over Eagle Plaza to assure its ongoing maintenance. As part of subsequent City department processing of this project, the City department with jurisdictional authority over Eagle Plaza may elect to proceed with a similar document and incorporate it into the encroachment agreements or other required City approvals from the Department of Public Works or

any future City department with jurisdiction over Eagle Plaza. Nothing in this motion is intended to bind any City department or the Board of Supervisors from taking any action that it deems appropriate and is within the discretion of that City department or Board in regard to the design of and proposal for Eagle Plaza.

9. **General Plan Compliance.** The Proposed Project is, on balance, consistent with the following Objectives and Policies of the General Plan. All required City approval actions where General Plan findings are required, including but not limited to a major encroachment permit and curb relocation legislation, may rely on findings below:

The proposed In-Kind improvements support the General Plan by implementing the below policies and objectives.

#### WESTERN SOMA AREA PLAN

OBJECTIVE 4.4 ENSURE A MINIMUM LEVEL OF SAFETY ON NEIGHBORHOOD-SERVING STREETS.

Policy 4.2.2 Introduce traffic calming measures that promote pedestrian and bicycle transportation and safety.

OBJECTIVE 4.5 DESIGN NEIGHBORHOOD-SERVING STREETS ACCORDING TO LOCAL NEEDS AND DESIRES.

*The Eagle Plaza proposal will meet the above objectives and policies in that the project sponsor has worked closely with the local community in proposing and designing the plaza in making sure that local needs are reflected in its design and programming.*

OBJECTIVE 6.6 PROVIDE PUBLIC INFORMATION AND EDUCATION ABOUT HISTORIC AND SOCIAL HERITAGE RESOURCES.

Policy 6.6.5 Explore new strategies, including the use of public art, for integrating social history into traditional historic preservation.

*The proposed plaza will be anchored by Eagle Tavern, which is considered an important business establishment for the LGBT community. The Project Sponsor has indicated that they will continue to work with the local community in finding ways to celebrate and curate the LGBT's history within the South of Market neighborhood.*

OBJECTIVE 7.3 IMPROVE THE NEIGHBORHOOD'S PUBLIC REALM CONDITIONS.

Policy 7.3.2 Redesign underutilized portions of streets and public open spaces, including widened sidewalks and medians, curb bulb-outs, "living streets", or green connector streets.

Policy 7.3.4            Require new development to improve adjacent street frontages, employing established street design standards.

*The proposed Eagle Plaza will clearly improve the immediate area with an increased space dedicated to pedestrian and open space, so that the public right-of-way is not only a space to move through but to dwell within. The proposal is to provide flexible space that can be programmed in different ways for different needs and for different events. The Project Sponsor is required to improve the immediate sidewalk space to Better Streets standards pursuant to the Planning Code. The cost of such improvements has been deducted from the value of the in-kind so that value of the required improvements are incorporated in the value of the fee waiver.*

#### URBAN DESIGN ELEMENT

OBJECTIVE 4            IMPROVE OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT PRIVDE AND OPPORTUNITY.

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.

#### RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 3            IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE

Policy 3.1            Creatively develop existing publicly-owned right-of-ways and streets into open space.

*The proposed Eagle Plaza would repurpose underutilized public right-of-way to open space thereby implementing the above Urban Design and Recreation and Open Space objectives and policies.*

OBJECTIVE 6            SECURE LONG-TERM RESOURCES AND MANAGEMENT FOR OPEN SPACE ACQUISITION, AND RENOVATION, OPERATIONS, AND MAINTENANCE OF RECREATIONAL FACILITIES AND OPEN SPACE.

Policy 6.1            Pursue and develop innovative long-term funding mechanisms for maintenance, operation, renovation and acquisition of open space and recreation.

*The Project Sponsor has indicated its plan to establish a Mello Roos District to fund and operate the plaza. Approvals for the plaza will be required by Public Works and/or other agencies having jurisdiction over the plaza. Through these approvals, ongoing maintenance plans and funding plans for said maintenance will be required. Furthermore, the Project Sponsor acknowledges that the City could require that it participate in the City's Plaza Program whereby the programming of the plaza is turned over to a third party to assure that it is sufficiently maintained and is managed as a public resource.*

10. Planning Code Sections 101.1 Findings. The proposed replacement project is generally consistent with the eight General Plan priority policies set forth in Section 101.1 in that:

- A) The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

*The proposed project will have no adverse effects on neighborhood-serving retail uses.*

- B) The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

*The proposed project will protect and enhance the existing neighborhood character by creating a public plaza and improving the public life in the neighborhood.*

- C) The City's supply of affordable housing will be preserved and enhanced:

*The proposed project will have no adverse effects on the City's supply of affordable housing.*

- D) The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

*The proposed project would not impede MUNI transit service.*

- E) A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

*The proposed project would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.*

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

*The proposed project would not affect the preparedness against injury and loss of life in an earthquake is unaffected.*

- G) That landmark and historic buildings will be preserved:

*The proposed project would not adversely affect landmark and historic buildings.*

- H) Parks and open space and their access to sunlight and vistas will be protected from development:

*The proposed project will not affect access to sunlight and vistas in parks and open spaces.*



Planning Commission Motion No. 19566

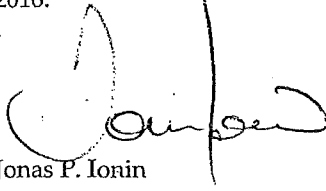
Hearing Date: February 11, 2016

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CASE NO. 2013.1390IKA

1532 Harrison Street In-Kind Agreement

I hereby certify that the foregoing Motion was adopted by the Planning Commission on February 11, 2016.



Jonas P. Ionin  
Commission Secretary

AYES: Fong, Antonini, Hillis, Moore, Richards

NAYS: None

ABSENT: Wu, Johnson

ADOPTED: February 11, 2016

EXHIBIT A  
CONDITIONS OF APPROVAL

1. This fee waiver is to enable the construction of "Eagle Plaza", which will be located in front of the 1532 Harrison Street development site within the 12<sup>th</sup> Street right-of-way between Bernice and Harrison Street. The Plaza shall be constructed in general conformity with the Plans labeled "Exhibit B" to this Motion. However, it is acknowledged that final approval for design of the plaza rests with the Department of Public Works and any other agencies having jurisdiction over the proposed plaza space. Should these subsequent approvals result in a material change to the design or costs and fee waivers associated with this project, staff will seek Planning Commission approval of an amended in-kind agreement. Currently the proposal is to maintain 12<sup>th</sup> Street as a right-of-way, but the Project Sponsor could seek to vacate the right-of-way and create a City-owned parcel on which the plaza would be located. In such a case, the vacation process would be subject to approvals from the Department of Public Works, and the Board of Supervisors, among other possible Agencies. This fee waiver approval would remain valid in such case as long as the plaza includes typical access provisions as other City parks and plazas.
2. The Project Sponsor acknowledges that the City may seek to include the Eagle Plaza in the San Francisco Plaza Program established under Administrative Code Chapter 94, whereby the City will assign responsibility for Eagle Plaza's ongoing programming to plaza steward through an RFP process or a Plaza Encroachment Permit holder selected under Public Works Code Section 792. Among other things, this is to assure sufficient plaza activation and that the plaza is programmed as a public space.

**1532 HARRISON STREET IN-KIND AGREEMENT  
(PER ARTICLE 4 OF THE PLANNING CODE)**

**THIS IN-KIND AGREEMENT** (“Agreement”) is entered into as of February 8, 2018 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Planning Commission (the “City”) and 1532 Harrison Owner, LLC, a California limited liability company (“Project Sponsor”), with respect to a development project approved for 1532 Harrison Street, San Francisco, California (the “Project”).

**RECITALS**

A. Article 4 of the San Francisco Planning Code authorizes the City, acting through the Planning Commission, and the sponsor of a development project in specified areas of the City to enter into an In-Kind Agreement that would allow the project sponsor to directly provide community improvements to the City as an alternative to payment of all or a portion of a fee that would be imposed on the development project in order to mitigate the impacts caused by the development project. Any undefined term used herein shall have the meaning given to such term in Article 4 of the Planning Code.

B. This Agreement shall not be effective until it has been signed by both the Project Sponsor and the City, is approved as to form by the City Attorney, and is approved by the Planning Commission, and a duly executed Memorandum of Agreement in the form attached hereto as Exhibit A (the “**Memorandum of Agreement**”) is recorded in the Official Records of San Francisco County. The date upon which the foregoing requirements have been satisfied shall be the “**Effective Date.**”

C. The property described in Exhibit B attached hereto and generally known as 1532 Harrison Street in San Francisco, California (Assessor’s Block 3521, Lot 056) (the “**Land**”) is owned by Project Sponsor. On January 9, 2015, the Project Sponsor submitted an application for the development of a project on the Land that is subject to a development impact fee under Section 423-423.5 of the Planning Code and is currently estimated to be \$1,821,531.92 (the “**Fee**”).

D. Pursuant to the provisions of Article 4 of the Planning Code, the Project Sponsor has requested that the City enter into an In-Kind Agreement associated with the Project in order to reduce its Fee obligation under Section 423-423.5 of the Planning Code. The in-kind improvements consist of: open space improvements to approximately 16,525 square feet of the 12th Street public right-of-way (ROW) between Harrison and Bernice Streets, known as Eagle Plaza, as more particularly described in Exhibit C (“**In-Kind Improvements**”) which Project Sponsor shall install on the City property described in Schedule 1 attached hereto (the “**City Property**”) if Project Sponsor receives all of the required approvals described in Section 4.2 below.

E. The cost of the In-Kind Improvements exceeds the amount of the Fee waiver that would be made by the City pursuant to this Agreement, and Project Sponsor has offered to make a gift of such excess cost. While the City would retain all ownership of the City Property, Project Sponsor has also offered to assume full physical maintenance responsibility for the In-Kind Improvements and liability relating to the construction and maintenance of the In-Kind Improvements in perpetuity, even if City elects to accept ownership of the In-Kind Improvements.

F. The In-Kind Improvements meet community needs as identified by the 2011 Western SoMa Community Plan, the 2011 Western SoMa Area Plan, and the 2013 D6 Open Space Task Force Recommendations Report and are not a physical improvement or provision of space otherwise required by the Project entitlements or other City Code, including Planning Code Section 135.

G. On September 21, 2015, in Motion 2015-09-03, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed In-Kind Improvements in the amount of \$1,505,000.

H. City retains all rights to operate and manage the City Property and the In-Kind Improvements in its sole discretion, including any maintenance obligations that City may require of Project Sponsor under the Encroachment Permits (as defined in Section 4.2 below), if any, for the In-Kind Improvements in the ROW Area.

I. On October 8, 2015 (Motion No. 19488), the Planning Commission approved the Project and in (Motion No. 19566), the Planning Commission authorized the Director of Planning to enter into this In-Kind Agreement on the terms and conditions set forth below.

J. If the cost of the In-Kind Improvements exceeds the amount of the Fee waiver that would be made by the City pursuant to the Agreement, Project Sponsor has offered to make a gift of such excess cost.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

**Defined Terms.** As used in this Agreement, the following words and phrases have the following meanings.

“**Agreement**” shall mean this Agreement.

“**City**” shall have the meaning set forth in the preamble to this Agreement.

“**Date of Satisfaction**” shall have the meaning set forth in Section 5.3 below.

“**Development Impact Fee**” or “**Fee**” shall mean the fee charged to development projects under Article 4, Section 423 of the Planning Code.

“**DBI**” shall mean the Department of Building Inspection.

“**DPW**” shall mean the Department of Public Works.

“**Effective Date**” shall have the meaning set forth in Recital B.

“**First Construction Document**” shall have the meaning set forth in Section 401 of the Planning Code.

**"In-Kind Improvements"** shall have the meaning set forth in Recital D.

**"In-Kind Value"** shall have the meaning set forth in Section 3.2 below.

**"Land"** shall have the meaning set forth in Recital C.

**"Material Change"** shall have the meaning set forth in Section 3.2 below.

**"Memorandum of Agreement"** shall have the meaning set forth in Article 8 below.

**"Non-Material Change"** shall have the meaning set forth in Section 3.2 below.

**"Notice of Satisfaction"** shall have the meaning set forth in Section 5.3 below.

**"Payment Analysis"** shall have the meaning set forth in Section 5.2 below.

**"Payment Documentation"** shall have the meaning set forth in Section 5.1 below.

**"Plans"** shall have the meaning set forth in Section 4.2 below.

**"Project"** shall have the meaning set forth in the preamble to this Agreement.

**"Project Sponsor"** shall have the meaning set forth in the preamble to this Agreement.

**"Project Fee"** shall mean the Project Sponsor's share of the Development Impact Fee, as calculated pursuant to Section 3.1 below.

**"Remainder Amount"** shall have the meaning set forth in Section 3.3 below.

**"Security"** shall have the meaning set forth in Section 5.4 below.

## **ARTICLE 2 PROJECT SPONSOR REPRESENTATIONS AND COVENANTS**

The Project Sponsor hereby represents, warrants, agrees and covenants to the City as follows:

2.1 The above recitals relating to the Project are true and correct.

2.2 Project Sponsor: (1) is a limited liability company duly organized and existing under the laws of the State of California, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated to be conducted, (3) has the power to execute and perform all the undertakings of this Agreement, and (4) is the fee owner of the Land on which the Project is located.

2.3 The execution and delivery of this Agreement and other instruments required to be executed and delivered by the Project Sponsor pursuant to this Agreement: (1) have not violated and will not violate any provision of law, rule or regulation, any order of court or other agency or government, and (2) have not violated and will not violate any provision of any agreement or instrument to which the Project Sponsor is bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

2.4 No document furnished or to be furnished by the Project Sponsor to the City in connection with this Agreement contains or will contain any untrue statement of material fact,

or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

2.5 Neither the Project Sponsor, nor any of its principals or members, have been suspended, disciplined or debarred by, or prohibited from contracting with, the U.S. General Services Administration or any federal, state or local governmental agency during the past five (5) years.

2.6 Pursuant to Section 423.3(d)(5) of the Planning Code, the Project Sponsor shall reimburse all City agencies for their administrative and staff costs in negotiating, drafting, and monitoring compliance with this Agreement.

### ARTICLE 3 CALCULATION OF FEE AND IN-KIND CREDIT

3.1 **Calculation of Fee.** The Project Fee shall be calculated in accordance with Section 423.3 of the Planning Code. Based on the development project approved by the Planning Commission, the Project Fee is estimated to be \$1,821,531. (For the fee calculations, see **Exhibit D**.) The final Fee shall be calculated based on the estimated cost of the Project at the time of its First Construction Document.

3.2 **Calculation of In-Kind Value.** Based on two estimates provided by independent sources, as well as a third estimate provided by the Project Sponsor, the Director of Planning determines that the In-Kind Improvements may have a value up to approximately \$2,027,933. Of this amount, \$1,505,878 ("**In-Kind Value**") will be credited to the Project Sponsor through this fee waiver agreement. Of the \$522,055 amount of the In-Kind Value beyond the value of the fee waiver, \$122,055 improvements would have otherwise been required by Planning Code section 138.1 ("**Better Streets Requirement**") and \$400,000 is expected to be gifted to the City by the Project Sponsor. It is recognized that if upon final completion the actual construction and development costs to the Project Sponsor of providing the In-Kind Improvements are lower than the value of the fee waiver, the provisions of Section 5.2 shall apply. Documentation establishing the estimated third-party eligible costs of providing the In-Kind Improvements in compliance with applicable City standards is attached hereto as **Exhibit E** (the "**Cost Documentation**"). The Project Sponsor may request an increase in the In-Kind Value by delivering written notice of such request to the Director, together with reasonable documentation of the third-party eligible costs exceeding the In-Kind Value. The Director shall have the sole discretion to approve or disapprove a requested increase of up to 15% of the In-Kind Value (a "**Non-Material Change**"), and the Planning Commission shall have the sole discretion to approve or disapprove any higher requested increase (a "**Material Change**"). If upon final completion the actual construction and development costs to the Project Sponsor of providing the In-Kind Improvements are lower than this amount, the provisions of Section 5.2 below shall apply.

3.3 **Payment.** Pursuant to Section 423.3 of the Planning Code and Section 107A.13.3 of the San Francisco Building Code, the Project Sponsor shall pay to the Development Fee Collection Unit at DBI \$315,653.92 (the "**Remainder Amount**"), which is an amount equal to the Project Fee (see Exhibit D) minus the In-Kind Value (see Exhibit E), prior to issuance of the Project's First Construction Document. On the Date of Satisfaction, the Project Sponsor shall receive a credit against the Project Fee in the amount of the In-Kind Value, subject to Section 5.1 below.

**ARTICLE 4**  
**CONSTRUCTION OF IN-KIND IMPROVEMENTS**

4.1 **Conditions of Performance.** The Project Sponsor agrees to take all steps necessary to construct and provide, at the Project Sponsor's sole cost, the In-Kind Improvements for the benefit of the City and the public, and the City shall accept the In-Kind Improvements in lieu of a portion of the Project Fee under this Agreement if this Agreement is still in effect and each of the following conditions are met:

4.2 **Plans and Permits.** The Project Sponsor shall cause an appropriate design professional to prepare detailed plans and specifications for the In-Kind Improvements, which plans and specifications shall be submitted for review and approval by DBI, the Planning Department, and other applicable City departments or agencies in the ordinary course of the process of obtaining a site or building permit for the Project (upon such approval, the "Plans"). The Project Sponsor shall be responsible for obtaining, at its sole cost, the appropriate approvals, encroachment permits and agreements needed from DPW (each, an "SFPW Encroachment Permit" and collectively, the "SFPW Encroachment Permits") for the construction and maintenance of the In-Kind Improvements and all other permits and approvals from other affected departments that are necessary to implement this proposal. The Project Sponsor shall be responsible, at no cost to the City, for completing the In-Kind Improvements strictly in accordance with the approved Plans, and the DPW Encroachment Permits and shall not make any material change to the approved Plans during the course of construction without first obtaining the Director of Planning's written approval. Upon completion of the In-Kind Improvements, the Project Sponsor shall furnish the City with a copy of the final approved Plans for the In-Kind Improvements and documentation of any approved material changes or deviations therefrom that may occur during construction of the In-Kind Improvements.

4.3 **Construction.** All construction with respect to the In-Kind Improvements shall be accomplished prior to the first certificate of occupancy for the Project, including any temporary certificate of occupancy. The improvements shall be accomplished and in accordance with good construction and engineering practices and applicable laws. The Project Sponsor, while performing any construction relating to the In-Kind Improvements, shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to the surrounding property, and the risk of injury to members of the public, caused by or resulting from the performance of such construction. All construction relating to the In-Kind Improvements shall be performed by licensed, insured and bonded contractors, and pursuant to a contract that includes a release and indemnification for the benefit of the City.

4.4 **Inspections.** The Project Sponsor shall request the customary inspections of work by DBI, DPW, and all other applicable City departments or agencies during construction using applicable City procedures in accordance with the City's Building Code and other applicable law. Upon final completion of the installation of the In-Kind Improvements and the Project Sponsor's receipt of all final permit sign-offs, the Project Sponsor shall notify all applicable City departments or agencies that the In-Kind Improvements have been completed. Such City departments or agencies shall inspect the site to confirm compliance with applicable City standards for such installation. This condition will not be satisfied until all applicable City departments and agencies have certified that the In-Kind Improvements are complete and ready for their intended use, including the City Engineer's issuance of a Determination of Completion.

4.5 **Completion of In-Kind Improvements.** Upon final completion of the In-Kind Improvements and the Project Sponsor's receipt of all final permit sign-offs, the Project Sponsor shall notify the Director of Planning that the In-Kind Improvements have been completed. The Director of Planning, or his or her agent, shall inspect the In-Kind Improvements to confirm



compliance with this Agreement, and shall promptly notify the Project Sponsor if there are any problems or deficiencies. The Project Sponsor shall correct any such problems or deficiencies and then request another inspection, repeating this process until the Director of Planning approves the In-Kind Improvements as satisfactory. Such approval shall be based on the requirements of this Agreement and shall not be unreasonably withheld.

4.6 **Irrevocable Offer of ROW Improvements.** The Project Sponsor shall irrevocably offer the ROW Improvements to City at or before, at City's sole election, the issuance of the Determination of Completion, as described in Section 4.4 above, or the Notice of Satisfaction (as defined in Section 5.3 below). Such offer shall be made by delivering an Irrevocable Offer of Improvements to SFPW in substantially the form attached to this Agreement as Exhibit F, which shall be properly completed to describe the ROW Improvements, duly executed by the Project Sponsor, and acknowledged.

## ARTICLE 5 SATISFACTION OF OBLIGATIONS; PARTIAL REIMBURSEMENTS

5.1 **Evidence of Payment.** The Project Sponsor shall provide the Planning Department with documentation substantiating payment by the Project Sponsor of the cost of providing the In-Kind Improvements in the form of third-party checks and invoices and its or its general contractor's standard general conditions allocation (the "**Payment Documentation**"). The Payment Documentation shall include information necessary and customary in the construction industry to verify the Project Sponsor's costs and payments. The cost of providing the In-Kind Improvements shall not be significantly higher than the average capital costs for the City to provide comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion.

5.2 **Payment Analysis.** The City shall provide the Project Sponsor with a written report of its review of the Payment Documentation ("**Payment Analysis**") within ten (10) business days of its receipt thereof, which review shall be conducted for the exclusive purpose of determining whether the Payment Documentation substantially and reasonably documents that the cost of providing the In-Kind Improvements shall not be significantly higher than the average capital costs for the City to provide comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion.

5.2.1 If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the In-Kind Improvements in an amount less than the In-Kind Value, the Project Sponsor shall, within sixty (60) days of the date of the Payment Analysis, pay the City an amount equal to the difference between the In-Kind Value and the actual amount paid in respect of the In-Kind Improvements by the Project Sponsor. If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the In-Kind Improvements in an amount equal to or greater than the In-Kind Value, the Project Sponsor shall not be entitled to a refund of such overpayments and the City shall not be entitled to any additional funds related to the In-Kind Value.

5.2.2 The City and Project Sponsor shall endeavor to agree upon the Payment Analysis. If they are unable to so agree within thirty (30) days after receipt by Project Sponsor of the City's Payment Analysis, Project Sponsor and the City shall mutually select a third-party engineer/cost consultant. The City shall submit its Payment Analysis and Project Sponsor shall

submit the Payment Documentation to such engineer/cost consultant, at such time or times and in such manner as the City and Project Sponsor shall agree (or as directed by the engineer/cost consultant if the City and Project Sponsor do not promptly agree). The engineer/cost consultant shall select either the City's Payment Analysis or Project Sponsor's determination pursuant to the Payment Documentation, and such determination shall be binding on the City and Project Sponsor.

5.3 **Satisfaction of Obligations.** Upon agreement of the Payment Analysis and completion of the In-Kind Improvements, and following Project Sponsor's delivery of the Offer of Improvements to the City pursuant to Section 4.6 above, the Director of Planning shall provide the Project Sponsor with a Notice of Satisfaction of Obligations (the "**Notice of Satisfaction**") that certifies that the In-Kind Improvements have been inspected and been determined to be ready for use by the public based on current City standards, and constitute the full satisfaction of the obligation to provide In-Kind Improvements in the form required hereunder, and that the City has received full payment in an amount equal to the difference between the In-Kind Value and the actual amount paid in respect of the In-Kind Improvements by the Project Sponsor, subject to City's rights under Section 5.6 below. The Project Sponsor shall not receive final credit for the In-Kind Improvements until the Notice of Satisfaction is delivered the City receives any additional payments as may be required under this Article 5, and all other obligations of the Project Sponsor under this Agreement have been satisfied (the "**Date of Satisfaction**").

5.3.1 Notwithstanding the provisions of Article 7 of this Agreement, the notices given by the parties under this Section 5.3 may be in the written form and delivered in the manner mutually agreed upon by the parties.

5.3.2 The Project Sponsor assumes all risk of loss during construction, and shall not receive final credit for the In-Kind Improvements until the Date of Satisfaction.

5.4 **Security.** If the Planning Director has not issued the Notice of Satisfaction under Section 5.3 above prior to issuance of the first certificate of occupancy for the Project, including any temporary certificate of occupancy ("TCO"), the Project Sponsor shall provide a letter of credit, surety bond, escrow account, or other security reasonably satisfactory to the Planning Director in the amount of one hundred percent (100%) of the Cost Documentation applicable to the uncompleted In-Kind Improvements (the "**Security**") to be held by the City until issuance of the Notice of Satisfaction, at which date it shall be returned to the Project Sponsor. If the Project Sponsor is required to post a bond for the Project with the Department of Public Works under the Subdivision Map Act and that security covers the In-Kind Improvements to be provided under this Agreement, the Subdivision Map Act bond may be substituted for the Security required by this Section 5.4 and the Project Sponsor is not required to provide additional Security for the In-Kind Improvements.

In the event that any delay to the construction of the In-Kind Improvements occur due to unforeseen circumstances not the fault of the Project Sponsor, such as the discovery of an artifact that requires excavation or an act of God, the issuance of the Certificate of Occupancy for the Project will not be withheld from the Project Sponsor solely by reason of such delay in constructing the In-Kind Improvements. In such an event that the completion of the In-Kind Improvement is delayed, the posting of the Security referenced in this Section 5.4 will be delayed for a period equal to the length of the unforeseen delay. However, in no circumstance shall the security be delivered later than the issuance of the TCO.

5.5 **Additional Obligations.** Notwithstanding anything in this Agreement to the contrary:

5.5.1 On and after the Effective Date defined in Article 1, for so long as this Agreement remains in effect and the Project Sponsor is not in breach of this Agreement the City shall not withhold the issuance of any additional building or other permits necessary for the Project due to the Project Sponsor's payment of less than the full Project Fee amount in anticipation of the In Kind Improvements ultimately being accepted and credited against the Project Fee under the terms and conditions set forth in this Agreement.

5.5.2 The City shall not issue or renew any further certificates of occupancy for the Project until the City receives payment of the full Project Fee (in some combination of the payment of the Initial Amount, the acceptance of In-Kind Improvements having the value described under this Agreement, receipt of the Security, and/or the acceptance of other cash payments received by the City directly from Project Sponsor for payment of the Project Fee or completion of the In-Kind Improvements) before issuance of the first certificate of occupancy for the Project, including any temporary certificate of occupancy.

5.5.3 The City's issuance of a certificate of final completion or any other permit or approval for the Project shall not release the Project Sponsor of its obligation to pay the full Project Fee (with interest, if applicable), if such payment has not been made at the time the City issues such certificate of final completion.

5.5.4 If the In-Kind Improvements for any reason prove to be insufficient to provide payment for sums due from the Project Sponsor as and when required, and the Project Sponsor fails to pay such amount within thirty (30) days following notice by the City, DBI shall institute lien proceedings to recover the amount of the Fee due plus interest pursuant to Section 408 of the Planning Code and Section 107.13.15 of the Building Code.

5.5.5 The Project Sponsor understands and agrees that any payments to be credited against the Project Fee shall be subject to the provisions set forth in San Francisco Administrative Code Sections 6.80-6.83 relating to false claims. Pursuant to San Francisco Administrative Code Sections 6.80-6.83, a party who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A party who submits a false claim shall also be liable to the City for the cost of a civil action brought to recover any of those penalties or damages and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A party will be deemed to have submitted a false claim to the City if the party: (a) knowingly presents or causes to be presented to any officer or employee of the City a false claim; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim approved by the City; (c) conspires to defraud the City by getting a false claim allowed by the City; (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or (e) is beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim. The Project Sponsor shall include this provision in all contracts and subcontracts relating to the In-Kind Improvements, and shall take all necessary and appropriate steps to verify the accuracy of all payments made to any such contractors and subcontractors.

5.6 **Reimbursement of Waived Fee.** Project Sponsor acknowledges the ROW Improvements can only remain in the ROW Area pursuant to the applicable SFPW

Encroachment Permit. If such SFPW Encroachment Permit is terminated by Project Sponsor or revoked for cause by City before the twentieth (20<sup>th</sup>) anniversary of the Notice of Satisfaction (the end of the useful life of the ROW Improvements) and SFPW requires Project Sponsor to restore the ROW Area to City standards at such time, Project Sponsor or any successor interest in the Project at such time shall pay DBI's Development Fee Collection Unit an amount equal to (i) the In-Kind Value allocated to the ROW Improvements pursuant to Article 3 less (ii) the proportionate value of the ROW Improvements allocated to the period they were in the ROW Area after the Notice of Satisfaction. For purpose of this section, a revocation for cause shall be a revocation of the SFPW Encroachment Permit, based on an uncured default by Permittee, as defined in the SFPW Major Encroachment Permit. By way of example only, if the allocated In-Kind Value of the ROW Improvements was \$500,000 and Project Sponsor had to restore the ROW Area to City standards on the tenth anniversary of the Notice of Satisfaction due to a termination of the SFPW Encroachment Permit for the ROW Improvements, DBI's Development Fee Collection Unit would be owed \$250,000. If the Project Sponsor fails to pay such amount within thirty (30) days following notice by the City, DBI shall institute lien proceedings to recover the amount of the Fee due plus interest pursuant to Section 408 of the Planning Code and Section 107.13.15 of the Building Code.

## **ARTICLE 6 MAINTENANCE AND LIABILITY**

**6.1 Responsibility of Project Sponsor.** The Project Sponsor acknowledges the SFPW Encroachment Permits, if any, will require that Project Sponsor maintain the ROW Improvements during the term of the SFPW Encroachment Permits and remove the ROW Improvements and return the ROW Area to City standards if the SFPW Encroachment Permits are terminated or revoked. Further, Project Sponsor, on behalf of itself and all future fee owners of the Land, agrees to assume full responsibility for the construction of In-Kind Improvements contemplated in this Agreement and all liability relating to such construction. Project Sponsor acknowledges this Agreement does not create any City responsibility or liability with respect to the construction or maintenance of the ROW Improvements. Project Sponsor shall obtain all permits and approvals from other affected departments that are necessary to implement this proposal, and shall abide by any conditions associated with such permits including the posting and maintenance of insurance and security. The City would not be willing to enter into this Agreement without this provision and the Project Sponsor's acceptance of all liability relating to construction of the In-Kind Improvements in accordance with this Article is a condition of the Planning Commission's approval of the terms of this Agreement. Project Sponsor acknowledges that City retains ownership of the City Property and retains the rights to manage and operate, or designate responsibility for such management and operation to any party, and Project Sponsor shall have no right to manage and operate the City Property.

**6.2 Contracts for Maintenance.** The City and the Planning Commission acknowledge that the Project Sponsor may hire third parties to perform Project Sponsor's maintenance obligations with respect to the In-Kind Improvements, if permitted under the SFPW Encroachment Permits, as long as Project Sponsor retains full responsibility at all times to perform such maintenance obligations to the standards required in such Encroachment Agreements and Maintenance Declaration, if any. Any such hiring is subject to the review and consent of the City departments with primary jurisdiction over the In-Kind Improvements in consultation with the Planning Director and shall comply with all applicable laws. The City may

condition such hiring in a manner that it deems reasonable.

**ARTICLE 7  
NOTICES**

Except or as may otherwise be mutually agreed upon by the parties in writing, all notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, addressed as follows:

CITY:

Director of Planning  
City and County of San Francisco  
1660 Mission St.  
San Francisco, CA 94103

with a copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn:

Deputy City Attorney

PROJECT SPONSOR:

Attn: Lou Vasquez  
1532 Harrison Owner, LLC  
315 Linden Street  
San Francisco, CA 94102

with a copy to:

Reuben, Junius & Rose, LLP  
One Bush Street, Suite 600  
San Francisco, CA 94104  
Attn: John Kevlin, Esq.

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

**ARTICLE 8  
RUN WITH THE LAND**

The parties understand and agree that this Agreement shall run with the Project Sponsor's Land, and shall burden and benefit every successor owner of the Land, The City would not be willing to enter into this Agreement without this provision, and the parties shall record the Memorandum of Agreement on or before the Effective Date. On the Date of Satisfaction or the date this Agreement is terminated pursuant to Section 9.4 below, this Agreement shall terminate and the City shall execute and deliver to the Project Sponsor a release of the Memorandum of Agreement, which the Project Sponsor may record.

**ARTICLE 9  
ADDITIONAL TERMS**

9.1 This Agreement contemplates the installation and transfer of In-Kind Improvements as authorized under Article 4 of the Planning Code and is not intended to be a public works contract; provided, however, the Project Sponsor agrees to pay no less than the Prevailing Rate of Wage as set forth in Section 10.1 and otherwise comply with the requirements of applicable

State law as to the In-Kind Improvements work only. By entering this Agreement, the Project Sponsor is not obligated to pay prevailing wages for the construction of the Project.

9.2 The City shall have the right, during normal business hours and upon reasonable notice, to review all books and records of the Project Sponsor pertaining to the costs and expenses of providing the In-Kind Improvements.

9.3 This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.4 This Agreement may be effectively amended, changed, modified, altered or terminated only by written instrument executed by the parties hereto except that the Project Sponsor may terminate this Agreement by written notice to the City at any time prior to issuance of the Project's First Construction Document, in which event the Project Sponsor shall have no obligations or liabilities under this Agreement and the City would have no obligation to issue the First Construction Document unless and until this Agreement is reinstated, another agreement is executed by the parties, or the Project Sponsor's obligations under Article 4 of the Planning Code are satisfied in another manner. Any material amendment shall require the approval of the City's Planning Commission, in its sole discretion.

9.5 No failure by the City to insist upon the strict performance of any obligation of Project Sponsor under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of payments during the continuance of any such breach, shall constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant or condition. Any waiver must be in writing, and shall be limited to the terms or matters contained in such writing. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. In the event of any breach of this Agreement by the Project Sponsor, the City shall have all rights and remedies available at law or in equity.

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

9.7 The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Time is of the essence in all matters relating to this Agreement.

9.8 This Agreement does not create a partnership or joint venture between the City and the Project Sponsor as to any activity conducted by the Project Sponsor relating to this Agreement or otherwise. The Project Sponsor is not a state or governmental actor with respect to any activity conducted by the Project Sponsor hereunder. This Agreement does not constitute authorization or approval by the City of any activity conducted by the Project Sponsor. This Agreement does not create any rights in or for any member of the public, and there are no third party beneficiaries.

9.9 Notwithstanding anything to the contrary contained in this Agreement, the Project Sponsor acknowledges and agrees that no officer or employee of the City has authority to

commit the City to this Agreement unless and until the Planning Commission adopts a resolution approving this Agreement, and it has been duly executed by the Director of Planning and approved as to form by City Attorney.

9.10 The Project Sponsor, on behalf of itself and its successors, shall indemnify, defend, reimburse and hold the City harmless from and against any and all claims, demands, losses, liabilities, damages, injuries, penalties, lawsuits and other proceedings, judgments and awards and costs by or in favor of a third party, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to or death of a person, or loss of or damage to property occurring in, on or about the site of the In-Kind Improvements during their construction, provided that such accident, injury, death, loss or damage does not result from the gross negligence of the City; (b) any default by the Project Sponsor under this Agreement or the SFPW Encroachment Permits, (c) the condition of the In-Kind Improvements constructed by or on behalf of the Project Sponsor; and (d) any acts, omissions or negligence of the Project Sponsor or its agents under this Agreement, on the City Property, or under the SFPW Encroachment Permits. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigation. The Project Sponsor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Project Sponsor by City and continues at all times thereafter. The Project Sponsor's obligations under this Section shall survive the expiration or sooner termination of this Agreement.

#### **ARTICLE 10 CITY CONTRACTING PROVISIONS**

10.1 The Project Sponsor agrees that any person performing labor in the construction of the In-Kind Improvements shall be paid not less than the Prevailing Rate of Wage (as defined in San Francisco Administrative Code Section 6.1) consistent with the requirements of Section 6.22(e) of the San Francisco Administrative Code, and shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. The Project Sponsor shall include, in any contract for construction of such In-Kind Improvements, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. The Project Sponsor shall require any contractor to maintain, and shall deliver to the City upon request, weekly certified payroll reports with respect to all persons performing labor in the construction of the In-Kind Improvements. The requirements of this Section 10.1 shall apply only to the In-Kind Improvements, and nothing in this Agreement obligates the Project Sponsor to pay the Prevailing Rate of Wage to any person performing labor in the construction of the Project.

10.2 The Project Sponsor understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. The Project Sponsor hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.3 In the performance of this Agreement, the Project Sponsor covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV

status (AIDS/HIV status) against any employee or any City employee working with or applicant for employment with the Project Sponsor, in any of the Project Sponsor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Project Sponsor.

10.4 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with the provisions of Section 15.103 of the City's 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 constitute a violation of said provision and agrees that if it becomes aware of any such fact during the term, the Project Sponsor shall immediately notify the City.

10.5 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

10.6 The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The Project Sponsor acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.7 The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

10.8 If the City's Office of Economic and Workforce Development ("OEWD") determines that the In-Kind Improvements are subject to the requirements of San Francisco Local Hiring Policy for Construction set forth in Chapter 82 of the San Francisco Administrative Code, the Project Sponsor shall comply with such requirements and execute a Local Hire Agreement with OEWD, which shall be made an Exhibit to this In-Kind Agreement. The Project Sponsor's failure to comply with its obligations under Chapter 82 and the Local Hire Agreement shall constitute a material breach of this In-Kind Agreement and may subject the Project Sponsor and its contractors and subcontractors to the consequences of noncompliance specified in Chapter 82 and the Local Hire Agreement, including but not limited to penalties.

10.9 If OEWD determines that the In-Kind Improvements are subject to the First Source Hiring Program established in Chapter 83 of the San Francisco Administrative Code, the Project Sponsor shall comply with the requirements of Chapter 83 and execute a First Source

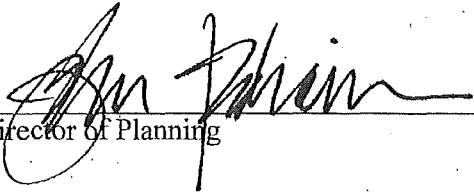


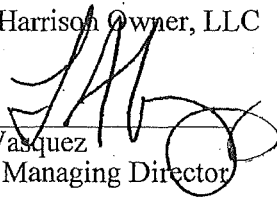
NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its Planning Commission

PROJECT SPONSOR:

1532 Harrison Owner, LLC

By:   
\_\_\_\_\_  
Director of Planning

By:   
\_\_\_\_\_  
Lou Vasquez  
Title: Managing Director

APPROVED:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

ACKNOWLEDGED:

Department of Building Inspection

By: \_\_\_\_\_  
Authorized Representative

ACKNOWLEDGED:

Department of Public Works

By: \_\_\_\_\_  
Authorized Representative

NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its Planning Commission

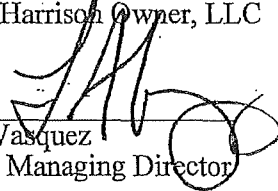
PROJECT SPONSOR:

1532 Harrison Owner, LLC

By:

\_\_\_\_\_  
Director of Planning

By:

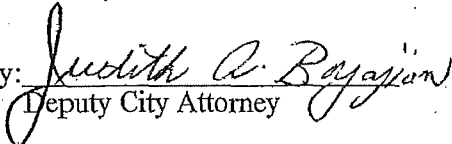
  
Lou Vasquez

Title: Managing Director

APPROVED:

DENNIS J. HERRERA  
City Attorney

By:

  
Deputy City Attorney

ACKNOWLEDGED:

Department of Building Inspection

By:

\_\_\_\_\_  
Authorized Representative

ACKNOWLEDGED:

Department of Public Works

By:

\_\_\_\_\_  
Authorized Representative

MS

**Exhibit A**

Memorandum of Agreement



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**City and County of San Francisco  
Department of Planning  
1660 Mission St.  
San Francisco, CA 94103  
Attn: Director**

**San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2018-K585478-00  
Acct 40-SFCC Bureau Of Building Inspections  
Tuesday, MAR 06, 2018 12:50:11  
Ttl Pd \$0.00 Rcpt # 0005769883  
cj1/JL/1-5**

(Free Recording Requested Pursuant to  
Government Code Section 27383)

APN: 3521-056

Address: 1532 Harrison Street, San Francisco

**Memorandum of In-Kind Agreement**

This Memorandum of In-Kind Agreement (this "Memorandum"), is dated as of February 8, 2018, and is by and between the City and County of San Francisco, a municipal corporation, acting and through the Planning Commission (the "City"), and 1532 Harrison Owner, LLC, a Delaware limited liability company (the "Project Sponsor").

1. The property described in Exhibit A attached hereto (the "Land") and generally known as 1532 Harrison Street, San Francisco, California is owned by Project Sponsor.
2. Under San Francisco Planning Code Section 423.3(e) ("Section"), the Project Sponsor must pay to the City a development impact fee (the "Fee") on or before the issuance of the First Construction Document for the Land; provided, however, the City can reduce such payment under Section 423.3(d) if the Project Sponsor enters into an agreement with the City to provide in-kind improvements.
3. In accordance with Section 423.3(d), the City and the Project Sponsor have entered into an in-kind agreement dated as of February 8, 2018 (the "In-Kind Agreement"), which permits the Project Sponsor to receive construction documents with the satisfaction of certain conditions in return for the Project Sponsor's agreement to provide certain in-kind improvements under the terms and conditions set forth therein.
4. Upon the Project Sponsor's satisfaction of the terms of the In-Kind Agreement, the In-Kind Agreement shall terminate and the City will execute and deliver to the Project Sponsor a termination of this Memorandum in recordable form.
5. The Project Sponsor and the City have executed and recorded this Memorandum to give notice of the In-Kind Agreement, and all of the terms and conditions of the In-Kind Agreement are incorporated herein by reference as if they were fully set forth herein. Reference


is made to the In-Kind Agreement itself for a complete and definitive statement of the rights and obligations of the Project Sponsor and the City thereunder.

6. This Memorandum shall not be deemed to modify, alter or amend in any way the provisions of the In-Kind Agreement. In the event any conflict exists between the terms of the In-Kind Agreement and this Memorandum, the terms of the In-Kind Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its Planning Commission

By:   
Director of Planning

1. By: 
2. Name: Lou Vasquez
3. Title: Managing Director, 1532 Harrison Owner, LLC

# ACKNOWLEDGMENT

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

State of California  
County of San Francisco

On February 8, 2018 before me, Nora Priego-Ramos, Notary Public  
(insert name and title of the officer)

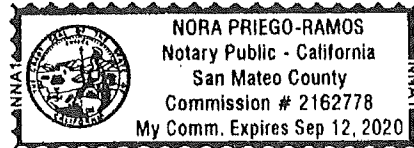
personally appeared John Rahaim  
who proved to me on the basis of satisfactory evidence to be the person ~~or~~ whose name ~~is~~  is  
subscribed to the within instrument and acknowledged to me that ~~he~~  she ~~/they~~  
~~his~~  her ~~/their~~ authorized capacity ~~(ies)~~, and that by ~~his~~ 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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

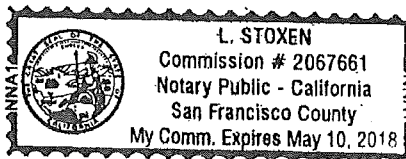
State of California            )  
  ) ss  
County of San Francisco    )

On February 3rd, 2018, before me, L. Stoxen, a notary public in and for said State, personally appeared Lou Vasquez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature L. Stoxen (Seal)



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

State of California            )  
  ) ss  
County of San Francisco    )

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

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

WITNESS my hand and official seal.

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

## Exhibit B

### Legal Description of Land

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

#### PARCEL ONE:

BEGINNING at the point of intersection of the Northeasterly line of 12th Street and the Northwesterly line of Harrison Street; running thence Northeasterly along said line of Harrison Street 101 feet and 6 inches to the Southwesterly line of Norfolk Street; thence Northwesterly along said line of Norfolk Street 192 feet and 6 inches; thence at a right angle Southwesterly 64 feet and 6 inches, more or less to a point in a line drawn Northwesterly from the Northwesterly line of Harrison Street, to the Southeasterly line of Folsom Street and equidistant from the Southwesterly line of Norfolk Street and the Northeasterly line of 12th Street; thence Southeasterly along said last described line 25 feet to a point distant thereon 175 feet Northwesterly from the Northwesterly line of Harrison Street; thence Southwesterly 62 feet and 3 inches, more or less, to a point on the Northeasterly line of 12th Street distant thereon 175 feet Northwesterly from the Northwesterly line of Harrison Street; thence Southeasterly along said line of Harrison Street 175 feet to the Point of Beginning.

BEING portion of Mission Block No. 9.

#### PARCEL TWO:

BEGINNING at a point on the Southwesterly line of Norfolk Street, distant thereon 192 feet and 6 inches Northwesterly from the Northwesterly line of Harrison Street; running thence Northwesterly along said line of Norfolk Street 22 feet and 4 inches; thence at a right angle Southwesterly 64 feet and 7 inches, more or less, to a line drawn Northwesterly from the Northwesterly line of Harrison Street to the Southeasterly line of Folsom Street equidistant from the Southwesterly line of Norfolk Street and the Northeasterly line of 12th Street; thence Southeasterly along the line so drawn 22 feet and 6 inches, more or less, to a line drawn at right angles to the Southwesterly line of Norfolk Street from the Point of Beginning; thence Northeasterly along the line so drawn 64 feet and 6 inches, more or less, to the Point of Beginning.

BEING portion of Mission Block No. 9.

Assessor's Lot 056; Block 3521



## Exhibit C

### In-Kind Improvements Description

Eagle Plaza proposes to convert approximately 16,525 square feet of the 12th Street public right-of-way (ROW) between Harrison and Bernice Streets into a new public pedestrian plaza. The proposed pedestrian plaza would reduce the existing, two-way, 46-foot-wide ROW on 12th Street into a single lane, one-way, 14-foot-wide travel lane providing southbound-only auto access from 12th Street to Harrison Street. 15 on-street, parallel public parking spaces would be eliminated because they are located within proposed plaza area. The plaza is designed for maximum flexibility in use, with areas that can function as small, independent enclaves for a range of active and passive uses but that, when closed to through-traffic can be converted into a large, unified space for special event programming.

The In-Kind Improvements will consist of the following:

- Conversion of the existing sidewalks and portions of the 12<sup>th</sup> Street right-of-way between Harrison St and Bernice Street into pedestrian only open space, and narrowing of the roadway into a one-way shared public way;
- Installation of landscaped areas with trees and plants;
- Extension of the existing pedestrian sidewalk on Bernice Street across the 12<sup>th</sup> Street ROW where the plaza ends, including a crosswalk where the sidewalk is intersected by the new shared way;
- Extension of the existing pedestrian sidewalk on Harrison Street across the 12<sup>th</sup> Street ROW where the plaza ends, including a crosswalk where the sidewalk is intersected by the new shared way;
- Moveable tables and chairs for public seating throughout the plaza.

**Exhibit D**

Calculation of Impact Fees

<b>FEE TYPE</b>	<b>PLANNING CODE SECTION/FEE</b>	<b>AMOUNT</b>
Eastern Neighborhoods Impact Fee (1,196 sq ft – Tier 2; Non-Residential)	423 (@ \$13.38)	\$16,002.48
Eastern Neighborhoods Impact Fee (112,424 sq ft – Tier 2; Residential)	423 (@ \$16.06)	\$1,805,529.44
<b>Total</b>		<b>\$1,821,531.92</b>

## Exhibit E

### Cost Documentation

#### Determining the Value of Required Improvements

Fee waivers cannot be made for improvements that the Project Sponsor is already legally required to undertake. In this instance, the Project Sponsor is responsible for improving the north side of the sidewalk along 12<sup>th</sup> Street between Harrison Street and Bernice Street. Such improvement would likely consist of new curbs and gutters, new sidewalk with unit pavers, 8 street trees, and a new sidewalk ramp. The cost of these improvements is estimated at \$122,055.

Table 1 – Value of Required 1532 Harrison Street Sidewalk Improvements

Improvement	Amount	Unit	Unit Cost	Total Cost
Curb and Gutter	193	Feet	\$45/ft	\$8,685
Sidewalk	2,069	Square Feet	\$16/ft	\$33,104
Paver	1,027	Square Feet	\$20/ft	\$20,540
Street Trees	8	Each	\$1,500	\$12,000
New Sidewalk Ramp	1	Each	\$2,000	\$2,000
Total Hard Costs				\$76,329
Soft Costs	10% of plaza soft costs			\$45,726
<b>Total Cost of Improvement</b>				<b>\$122,055</b>

#### Determining the Value of Proposed Improvements

To help determine the value of the proposed improvements, the Project Sponsor provided three estimates of the anticipated hard costs (\$1,570,668, \$1,716,733 and \$1,875,655), attached as Schedules 2, 3 and 4. The Project Sponsor is confident it can deliver the In-Kind Improvements within this cost range, and acknowledges that it is responsible for any cost overruns.

The Project Sponsor calculated additional development costs, such as design and engineering fees, and site preparation, to determine the full value of the proposed improvements. This estimate for total soft costs came to \$457,265. Based on these calculations, the overall value of the In-Kind Improvements is estimated at \$2,027,933. These estimates are subject to change over time, but the Project Sponsor acknowledges that it is responsible for any cost overruns.

#### Determining the Specific Improvements that would be provided via this In-Kind Agreement

The approval of this In-Kind Agreement would commit the Project Sponsor to creating a public plaza on the 12<sup>th</sup> Street right-of-way. Therefore, the \$122,055 that the Project Sponsor would be required to contribute will instead be directed towards the construction of the plaza.

In addition, through this In-Kind Agreement the Project Sponsor would commit to \$1,505,878 in improvements in return for a reduction in its Eastern Neighborhoods Infrastructure Impact Fee of the same amount. Combined, that means that this In-Kind Agreement would enable \$1,627,933 towards the creation of a park along the 12<sup>th</sup> Street right-of-way.

**Determining the specific improvements that would need to be provided via a gift to the City**

The cost of the proposed improvements to Eagle Plaza (\$2,027,933) exceed the Project Sponsor's required contribution (\$122,055) and requested fee waiver (\$1,505,878) by \$405,878. Any additional costs for the improvements, including the estimated \$405,878, may be covered through third-party grants and contributions if necessary or desirable.

The Project Sponsor is proposing to gift to the City the excess value of these In-Kind Improvements, and to make a gift of maintaining Eagle Plaza in perpetuity. Such a gift would occur via a separate legal agreement with the City in a form acceptable to City, and Project Sponsor shall deliver an original, fully executed copy of such agreement to City on or before \_\_\_\_\_. Such a gift should include all of those items identified as proposed improvements by the Project Sponsor but that are not included in this In-Kind Agreement.

EXHIBIT F

Form of Irrevocable Offer of Dedication

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

---

IRREVOCABLE OFFER OF IMPROVEMENTS  
(Portion of 12th Street)

1532 Harrison Owner, LLC, a Delaware limited liability company does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation ("City"), and its successors and assigns, those certain public improvements [improvements to the 12th Street roadway] on 12th Street and adjacent to Assessor's Lot 056 in Block 3521 and Assessor's Lots 114-116, 014 of Block 3522 more particularly described and depicted in Public Works Permit No. \_\_\_\_\_ and as shown on site diagrams, attached as **Exhibits F-1 and F-2**, respectively, to this instrument.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_ day of \_\_\_\_\_, 20 .

1532 Harrison Owner, LLC,  
a Delaware limited liability company

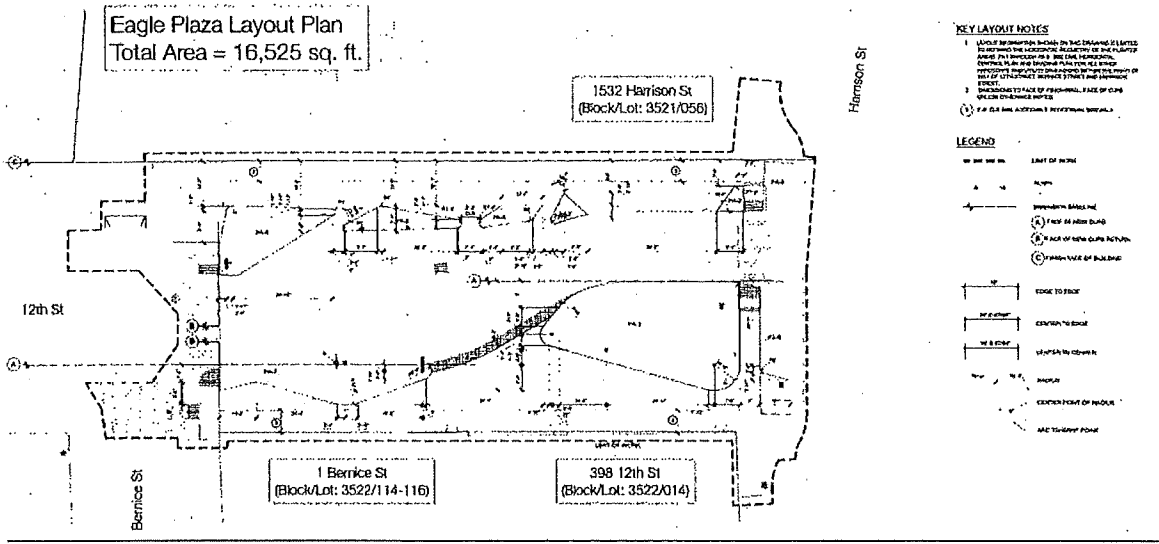
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT F-1

Permit Information

EXHIBIT F-2

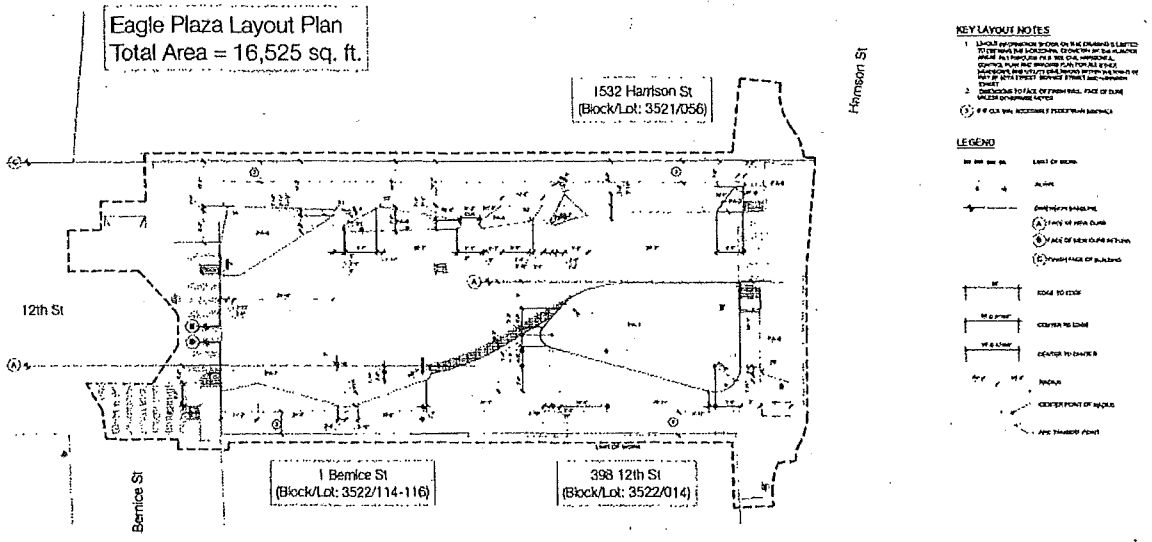
Diagram of Permit Location



# Schedule 1

## Description and Depiction of City Property

The City Property shall mean the 16,525 square foot portion of the 12th Street public right-of-way (ROW) between Harrison and Bernice Streets, for the full width of 12th Street ROW bound by Assessor's Lot 056 in Block 3521 and Assessor's Lots 114-116, 014 of Block 3522, as further shown below.





Schedule 2  
Construction Cost Estimate – Build Inc

BUILDING

<b>Eagle Plaza 30% Schematic Design Construction Estimate - Build Inc</b>				
Item	Quantity	UOM	Unit Rate	Extension
<b>Site Work</b>				
Demolition	8,947	SF	\$5	\$44,735
Grading	994	SY	\$15	\$14,910
Water Meter Connection / Irrigation	1	EA	\$20,000	\$20,000
Drainage	1	LS	\$25,000	\$25,000
Connection to Storm	1	LS	\$6,000	\$6,000
			<b>SUB TOTAL</b>	<b>\$110,645</b>
<b>Hardscape &amp; Improvements</b>				
Aggregate Base (6")	165	CY	\$175	\$28,875
Unit Pavers	8,947	SF	\$40	\$357,880
Vehicular structural concrete base (beneath slow street)	2,450	SF	\$10	\$24,500
Curb & Gutter	481	LF	\$45	\$21,645
Allowance to repair Harrison & 12th curb & gutter	1	LS	\$5,500	\$5,500
Speed Table Crosswalks	3	EA	\$8,500	\$25,500
Electrical Labor	1	LS	\$45,000	\$45,000
Bollards	6	EA	\$1,250	\$7,500
Tactile Warning Paving	1	LS	\$5,500	\$5,500
Caulking	1	LS	\$8,500	\$8,500
Striping	1	LS	\$9,500	\$9,500
Painting	1	LS	\$35,000	\$35,000
			<b>SUB TOTAL</b>	<b>\$574,900</b>
<b>Site Furnishings</b>				
Movable Tables	15	EA	\$550	\$8,250
Movable Chairs	43	EA	\$250	\$10,750
Flag Pole & Flag	1	EA	\$7,500	\$7,500
Footing for Flag Pole	1	EA	\$550	\$550
Mounts for movable poles	43	EA	\$450	\$19,350
Footings for movable poles	43	EA	\$350	\$15,050
Custom Perch Bike Racks	13	EA	\$1,200	\$15,600
Canopy Structure	1	EA	\$45,000	\$45,000
Mast Lights	27	EA	\$5,500	\$148,500
Mobile Benches	30	EA	\$3,000	\$90,000
Large Planter / Seating Areas	4	EA	\$30,000	\$120,000
Wood Deck / Stage	695	SF	\$65	\$45,175
			<b>SUB TOTAL</b>	<b>\$525,725</b>
<b>Landscape</b>				
Trees	21	EA	\$2,400	\$50,400
Plantings	1,574	SF	\$30	\$47,220
			<b>SUB TOTAL</b>	<b>\$97,620</b>
Direct Cost				<b>\$1,308,890</b>
GC Fees / Markup			10%	<b>\$130,889.00</b>
Hard Cost Contingency			10%	<b>\$130,889</b>
			<b>GRAND TOTAL</b>	<b>\$1,570,668</b>

**Schedule 3**  
**Construction Cost Estimate – Suffolk**

BUILDING



**Eagle Plaza - Conceptual Estimate**

October 20, 2015

Item	Quantity	UOM	Unit Rate	Extension
<b>Site Work</b>				
Demolition	12,371	SF	\$ 6.50	\$ 80,412
Grading	1,375	SY	\$ 15.00	\$ 20,625
Water Meter Connection / Irrigation	1	EA	\$ 20,000.00	\$ 20,000
Drainage	1	LS	\$ 18,000.00	\$ 18,000
Connection to Storm	1	LS	\$ 8,500.00	\$ 8,500
			<b>SUB TOTAL</b>	<b>\$ 147,537</b>
<b>Hardscape &amp; Improvements</b>				
Aggregate Base (6")	229	CY	\$ 160.00	\$ 36,640
Pavers - Option 1 (See Below for Add Alternates)	9,809	SF	\$ 26.50	\$ 259,939
Curb and Gutter	221	LF	\$ 47.50	\$ 10,498
Allowance to repair Harrison & 12th curb and gutter	1	LS	\$ 5,500.00	\$ 5,500
Speed Table Crosswalks (including at Bernice Street)	3	EA	\$ 8,500.00	\$ 25,500
Allowance for Shared Street Signage	1	LS	\$ 1,000.00	\$ 1,000
Stop Sign at Bernice Street	1	EA	\$ 500.00	\$ 500
Electrical Labor	1	LS	\$ 45,000.00	\$ 45,000
Tactile Warning Paving (including ADA entries at Bernice Street)	1	LS	\$ 7,500.00	\$ 7,500
Caulking	1	LS	\$ 8,500.00	\$ 8,500
Striping (including at Bernice Street)	1	LS	\$ 10,000.00	\$ 10,000
Painting	1	LS	\$ 35,000.00	\$ 35,000
			<b>SUB TOTAL</b>	<b>\$ 445,576</b>
<b>Site Furnishings</b>				
Trash / Recycling Containers	2	SETS	\$ 800.00	\$ 1,600
Movable Tables per Program Areas (Event)	25	EA	\$ 550.00	\$ 13,750
Movable Chairs (Including 3 Footrests) per Program Areas (Event)	74	EA	\$ 250.00	\$ 18,500
Flag Pole & Flag	1	EA	\$ 7,500.00	\$ 7,500
Footing for Flag Pole	1	EA	\$ 550.00	\$ 550
Mounts for Movable Poles	23	EA	\$ 450.00	\$ 10,350
Footings for Movable Poles	23	EA	\$ 350.00	\$ 8,050
Custom Perch Bike Racks	14	EA	\$ 800.00	\$ 11,200
Mast Lights	25	EA	\$ 6,000.00	\$ 150,000
Directional Light	1	EA	\$ 8,500.00	\$ 8,500
Movable Benches	12	EA	\$ 3,000.00	\$ 36,000
Movable [Hex] Decks	3	EA	\$ 7,500.00	\$ 22,500
Movable Planters	10	EA	\$ 5,000.00	\$ 50,000
Large Planters (Hex Planter)	23	EA	\$ 7,500.00	\$ 172,500
Large Planters / Seating Areas (Hex Planter with Bench)	12	EA	\$ 10,000.00	\$ 120,000
Wood Deck / Stage for Events	695	SF	\$ 68.50	\$ 47,608
Removable Shade Canopy Structure	1	EA	\$ 45,000.00	\$ 45,000
Allowance for Program Elements Utilizing Movable Poles	1	LS	\$ 20,000.00	\$ 20,000
			<b>SUB TOTAL</b>	<b>\$ 743,608</b>
<b>Landscape</b>				
Work Around (E) Trees	10	EA	\$ 500.00	\$ 5,000
New Trees	13	EA	\$ 2,400.00	\$ 31,200
Plantings (Including along Harrison Street)	1,696	SF	\$ 12.00	\$ 20,352
			<b>SUB TOTAL</b>	<b>\$ 56,552</b>
<b>General Requirements</b>				
General Requirements			3%	\$ 37,372
<b>DIRECT COST</b>				<b>\$ 1,430,644</b>
GC Fees / Markup				10% \$ 143,064
Hard Cost Contingency				10% \$ 143,064
<b>GRAND TOTAL</b>				<b>\$ 1,716,773</b>
Area of Construction (SF)				12,371
Cost / Square Foot (\$/SF)				\$ 138.77

**Schedule 4**  
**Construction Cost Estimate – Cannon**

**Cannon Constructors North, Inc.**

301 Howard Street, Suite 130  
 San Francisco, Ca. 94105  
 t (415) 546-5500 f (415) 546-5501  
[www.cannongroup.com](http://www.cannongroup.com)

**Eagle Plaza**

12th & Harrison Street  
 San Francisco, CA  
 Cannon Proposal 15-2619  
 Prepared September 25, 2015

**Order of Magnitude Budget**  
**Summary By Division**

		8/24/2015 30%	
		Schematic	
		Design	
Division One - General Requirements		\$149,985	\$0
Division Two - Existing Conditions		\$32,916	\$0
Division Three - Concrete		\$0	\$0
Division Four - Masonry		\$0	\$0
Division Five - Metals		\$63,750	\$0
Division Six - Woods & Plastics		\$0	\$0
Division Seven - Thermal & Moisture Protection		\$0	\$0
Division Eight - Doors & Windows		\$0	\$0
Division Nine - Finishes		\$0	\$0
Division Ten - Specialties		\$20,000	\$0
Division Eleven - Equipment		\$0	\$0
Division Twelve - Furnishings		\$8,750	\$0
Division Thirteen - Special Construction		\$0	\$0
Division Fourteen - Conveying Systems		\$0	\$0
Division Twenty One - Fire Suppression		\$0	\$0
Division Twenty Two - Plumbing		\$0	\$0
Division Twenty Three - HVAC		\$0	\$0
Division Twenty Six - Electrical		\$232,750	\$0
Division Thirty One - Earthwork		\$58,167	\$0
Division Thirty Two - Exterior		\$954,226	\$0
Division Thirty Three - Utilities		\$35,000	\$0
Permit Allowance	0.00%	by owner	\$0
Contractor Pricing Contingency	10.00%	\$155,554	\$0
Contractor Construction Contingency	2.00%	\$34,222	\$0
Design Contingency	0.00%	\$0	\$0
	<b>Sub-total</b>	\$1,745,320	\$0
	Gross Receipts Tax	0.33%	\$5,760
	Off Premises & Automotive Insurance	0.90%	\$15,760
	Sub Guard Premium or Bonding Allowance	1.20%	\$21,202
	Fee	4.90%	\$87,614
	<b>Total</b>	\$1,875,655	\$0



# SAN FRANCISCO PLANNING DEPARTMENT

## General Plan Referral

*Date:* July 16, 2018  
*Case No.* Case No. 2018-009489GPR  
**Eagle Plaza Major Encroachment Permit**

*Block/Lot No.:* Public ROW fronting Block/Lot No: 3521/056

*Project Sponsor:* Place Lab (a DBA of Build Public), on behalf of Build Inc.  
 315 Linden Street  
 San Francisco, CA 94102

*Applicant:* Brooke Ray Rivera  
 Place Lab (a DBA of Build Public), on behalf of Build Inc.  
 315 Linden Street  
 San Francisco, CA 94102

415-551-7636 | [brookeray@placelabsf.org](mailto:brookeray@placelabsf.org)

*Staff Contact:* Paul Chasan – (415) 575-9065  
[paul.chasasn@sfgov.org](mailto:paul.chasasn@sfgov.org)

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

*Recommended By:*   
 John Rahaim, Director of Planning

### PROJECT DESCRIPTION

Eagle Plaza is a new proposed shared public way in San Francisco's Western SoMa neighborhood that will transform an underutilized street into a safe and clean pedestrian-oriented space for relaxing, gathering and celebrating. This project requires a General Plan Referral because it requires a Major Encroachment Permit. Eagle Plaza will transform a portion of 12th Street between Harrison and Bernice Streets in Western SoMa, within the Eastern Neighborhoods Plan Area, into a new public pedestrian-oriented plaza with both greening, public gathering spaces and LGBTQ/Leather pride commemorative elements. The Plaza is designed to accommodate community events and festivals.

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

Reception:  
 415.558.6378

Fax:  
 415.558.6409

Planning  
 Information:  
 415.558.6377

**ENVIRONMENTAL REVIEW**

The effects of the project were fully reviewed under the Western SoMa Community Plan, Rezoning of Adjacent Parcels, and 350 Eighth Street Project Final Environmental Impact Report, certified by the San Francisco Planning Commission on December 6, 2012, (Motion No. 18756, Planning Case Nos. 2008.0877E and 2007.1035E). On September 9, 2015, the project was determined to be consistent with the Western SoMa Community Plan EIR and exempt from environmental review per CEQA Guidelines Section 15183 (Planning Case No. 2013.1390E).

**GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

The Project the approval of a major encroachment permit to authorize the construction of Eagle Plaza in the City's Western SoMa Neighborhood. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, in-conformity with the following Objectives and Policies of the General Plan:

**Western Soma Area Plan**

**OBJECTIVE 4.4** Ensure a minimum level of safety on neighborhood-serving streets.

**Policy 4.2.2** Introduce traffic calming measures that promote pedestrian and bicycle transportation and safety.

**OBJECTIVE 4.5** Design neighborhood-serving streets according to local needs and desires.

**OBJECTIVE 7.2** Work in coordination with other public agencies to ensure that local park, open space, and recreation needs in western soma are met by new development.

**POLICY 7.2.5** Require development projects to contribute to parks and open space directly by creating publicly accessible open space on the site of a project, or by contributing funding for parks and open space such that Western SoMa achieve a standard of 10 acres of open space per 1,000 residents in the Western SoMa SUD.

*The Eagle Plaza proposal will meet the above objectives and policies in that the project sponsor has worked closely with the local community in proposing and designing the plaza in making sure that local needs are reflected in its design and programming.*

**OBJECTIVE 6.6** Provide public information and education about historic and social heritage resources.

**Policy 6.6.5** Explore new strategies, including the use of public art, for integrating social history into traditional historic preservation.

*The proposed plaza will be anchored by Eagle Tavern, which is considered an important business establishment for the LGBT community. The Project Sponsor has indicated that they will continue to work with the local community in finding ways to celebrate and curate the LGBT's history within the South of Market neighborhood.*

**OBJECTIVE 7.3** Improve the neighborhood's public realm conditions.

**Policy 7.3.2** Redesign underutilized portions of streets and public open spaces, including widened sidewalks and medians, curb bulb-outs, "living streets", or green connector streets.

**Policy 7.3.4** Require new development to improve adjacent street frontages, employing established street design standards.

*The proposed Eagle Plaza will clearly improve the immediate area with an increased space dedicated to pedestrian and open space, so that the public right-of-way is not only a space to move through but to dwell within. The proposal is to provide flexible space that can be programmed in different ways for different needs and for different events. The Project Sponsor is required to improve the immediate sidewalk space to Better Streets standards pursuant to the Planning Code. The cost of such improvements has been deducted from the value of the in-kind so that value of the required improvements are incorporated in the value of the fee waiver.*

#### Urban Design Element

**OBJECTIVE 4** Improve of the neighborhood environment to increase personal safety, comfort and opportunity.

**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.

#### Recreation and Open Space Element

**OBJECTIVE 3** Improve access and connectivity to open space

**Policy 3.1** Creatively develop existing publicly-owned right-of-ways and streets into open space.

*The proposed Eagle Plaza would repurpose underutilized public right-of-way to open space thereby implementing the above Urban Design and Recreation and Open Space objectives and policies.*

**OBJECTIVE 6** Secure long-term resources and management for open space acquisition, and renovation, operations, and maintenance of recreational facilities and open space.

**Policy 6.1** Pursue and develop innovative long-term funding mechanisms for maintenance, operation, renovation and acquisition of open space and recreation.

*The Project Sponsor has indicated its plan to establish a Mello Roos District to fund and operate the plaza. Approvals for the plaza will be required by Public Works and/or other agencies having jurisdiction*

*over the plaza. Through these approvals, ongoing maintenance plans and funding plans for said maintenance will be required. Furthermore, the Project Sponsor acknowledges that the City could require that it participate in the City's Plaza Program whereby the programming of the plaza is turned over to a third party to assure that it is sufficiently maintained and is managed as a public resource.*

In addition to the General Plan the Eagle Plaza Proposal has been endorsed through several additional city-led and community-led processes:

- Western SoMa Citizens Planning Task Forces 2008 Strategic Analysis Memo on Open Space. Page 13 4
- San Francisco General Plan, Recreation and Open Space Element. April 2014, Policy 3.1. 5
- Western SoMa Citizens Planning Task Force, San Francisco Planning Department. 2011. Recognizing, Protecting and Memorializing: South of Market LGBTQ Social Heritage Neighborhood Resources. Pages 7, 9, and 28. 6

#### **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 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.*

*The owners of anchor neighborhood businesses SF Eagle Tavern and DNA lounge are founding members of the Friends of Eagle Plaza ("FoEP"). Community supporting organizations such as Folsom Street Events, Eastern Neighborhoods Citizens Advisory Committee, South of Market Business Association, and the Somabend Neighborhood Association are also stewards of the project through FoEP. A dedicated coffee kiosk with accompanying storage and potentially a public restroom, stewarded by the kiosk vendor, will provide "eyes on the plaza" in the northern portion of*

*the site that features denser greenery and a more private, contemplative environment for reading, lunching, casual meetings with friends, etc. Additionally, the plan calls for a designated food truck parking area at the plaza's north end, with a design intent of creating a rotating schedule of lunchtime food truck vendors to add activity to the space. At the southern Harrison Street end, the SF Eagle in conjunction with 1532 Harrison's future café business will keep watch over the plaza at varying times of day and night (café during morning and early afternoon, the Eagle in the late afternoon and evening). The café will feature outdoor dining, and the Eagle may consider a future expansion to include food service, enabling patrons to dine on the plaza. As well as jobs, these businesses will generate more energetic, active uses of this half of the plaza.*

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 not be negatively affected.*

*Eagle Plaza is designed to be a physical commemoration, celebration, and preservation of the rich LGBTQ and leather cultural history of the surrounding Folsom Gulch neighborhood. While Eagle Plaza is and always will be a public place welcoming to all ages and demographics, several elements will highlight this important LGBTQ and leather heritage. A central flagpole flying the leather pride flag will build the plaza's identity, similar to the rainbow pride flag's role in the Castro. As a playful nod to the area's history and the Folsom Street Fair, a series of movable poles mounted into the plaza surface will allow a range of creative uses: as mounts for shade canopies or movie screens, as TRX fitness equipment poles, or as supports for Folsom Street Fair activities. In addition, the neighborhood stage area located outside the SF Eagle would be a place for community events featuring local artists, musicians, speakers, and more.*

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.*

*No units of housing will be changed or removed as a consequence of Eagle Plaza, and, the housing development under construction at 1532 Harrison Street is a key fiscal sponsor of Eagle Plaza, providing \$1.5M to the completion of Eagle Plaza and providing 136 new rental units (22 below market rate) will be available for rent.*

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.*



*Eagle Plaza is designed as a safe and clean pedestrian-oriented thoroughway, providing an alternative to driving and alleviating associated parking and traffic concerns. In order to curb but not entirely prohibit through-traffic, the "shared street" design allows slow-moving cars but in a plaza environment designed primarily for pedestrians. The plaza is designed for maximum flexibility in use, with areas that can function as small, independent enclaves for a range of active and passive uses but that, when closed to through-traffic can be converted into a large, unified space for special event programming. In its typical configuration with the plaza open to slow-moving cars, heavy movable planters and bench structures create a clear barrier between pedestrian zones and the vehicular right of way. For community events, the plaza becomes pedestrian-only by moving the planters and benches with a pallet jack into the right of way, blocking vehicular access and opening the space into a contiguous and cohesive-feeling gathering and celebration area.*

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.*

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.*

*Eagle Plaza can become a neighborhood gathering space in the event of an emergency, and could also house emergency relief services or portable housing if needed. The plaza has been designed to accommodate emergency vehicle access.*

7. That landmarks and historic buildings be preserved.

*This site and building are not landmarks or of historic significance. The structure was constructed in the last 20-30 years.*

*The idea for a public plaza at this site emerged as a way to commemorate Folsom Gulch's rich LGBTQ cultural history and leather heritage for the broader benefit of its residents, small businesses, and local and international visitors. The plaza would reflect this history and itself become a community gathering space.*

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. While the site will remain as a public right-of-way, it has been designed to function as a public open space and includes similar features to those found in city parks.*

*The project design will result in significant greening of the space and replace an asphalt street with trees, planted areas, and permeable surfaces, Eagle Plaza will be critical to enhancing the livability of the neighborhood for both incoming residents and the existing residential, business, and entertainment communities of Folsom Gulch. Eagle Plaza will: improve stormwater retention and infiltration, reduce the heat island effect, reduce water usage through use of native drought-tolerant plants, provide local habitat, promote walking and biking, and more.*

<b>RECOMMENDATION:</b>	<b>Finding the Project, on balance, in-conformity with the General Plan</b>
------------------------	---

*I:\Citywide\General Plan\General Plan Referrals\2018\2018-009489GPR - 1532 Harrison Street*



*"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.*

*Customer Service*

*Teamwork*

*Continuous Improvement*

Recording Requested by and  
When Recorded Return To:  
(Please Print Legibly)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECLARATION OF USE

I/WE \_\_\_\_\_, OWNER/AUTHORIZED AGENT OF THE  
HEREIN DESCRIBED PROPERTY COMMONLY KNOWN AS:

**1532 HARRISON ST**

SAN FRANCISCO, ASSESSOR'S BLOCK 3521 , LOT 056

HEREBY CONSENT TO THE WITHIN DESCRIBED CONDITIONS THAT APPEAR ON  
EXHIBIT "A" ATTACHED:

<b>Major Encroachment</b>	<b>Permit #</b>	<b>17ME-0008</b>
---------------------------	-----------------	------------------

(SIGNED) \_\_\_\_\_  
OWNER/AUTHORIZED AGENT

DATE OF EXECUTION: \_\_\_\_\_

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

STATE OF CALIFORNIA                    )  
  )  
  ) SS.  
COUNTY OF SAN FRANCISCO         )

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

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

WITNESS my hand and official seal

Signature \_\_\_\_\_

(Seal)

**"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO"** We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

*Customer Service*

*Teamwork*

*Continuous Improvement*



City and County of San Francisco  
 San Francisco Public Works · Bureau of Street Use and Mapping  
 1155 Market Street, 3<sup>rd</sup> Floor · San Francisco, CA 94103  
 sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161

EXHIBIT "A"



17ME-0008

**Major Encroachment Permit**

Address : 1532 HARRISON ST

Cost: \$56,925.00

Block:3521 Lot: 056 Zip: 94103

Pursuant to Article 15, Section 786 - Requires legislation approved by Board of Supervisors.

**Build Inc**

Name: Build Inc

**MANDATORY COORDINATION WITH CONFLICTING PERMITS IS REQUIRED. PERMIT HOLDER SHALL NOT COMMENCE WORK WITHOUT FIRST PROPERLY COORDINATING WITH EXISTING PERMIT HOLDERS AS NOTED ON THE EXCEPTION PAGE(S) OF THIS PERMIT. IF THIS PERMIT CONFLICTS WITH A CITY PROJECT OR OTHER APPROVED PERMIT, THE PERMIT HOLDER OF THIS PERMIT SHALL BE RESPONSIBLE FOR THE PROPER COORDINATION AND EVALUATION OF THE SITE PRIOR TO COMMENCING WORK.**

<b>Permit Construction Date</b>	
<b>Permit USA Number</b>	required
<b>Purpose</b>	Occupy and maintain a portion of the right-of-way 12th Street between Harrison and Bernice Streets with a LGBTQ leather-focused public pedestrian plaza space on a two-lane roadway with landscaping, sidewalk widening, and bulb-outs
<b>recorded encroachment</b>	12500
<b>Conditions</b>	
<b>Annual Assessment</b>	0
<b>Square Feet</b>	12500
<b>Inspection</b>	Work shall not commence until this permit has been activated by Public Works. The permittee shall contact Public Works at (415) 554-7149 to activate the permit and schedule inspection at least 72 hours prior to work. Failure to follow the activation process prior to commencing work may result in a correction notice and possible notice of violation.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Insurance Expiration Date: 07/31/2020

\_\_\_\_\_  
 Applicant/Permittee Date

Printed : 1/15/2019 9:29:59 AM Plan Checker Eric Yu

This is NOT a Permit



# Permit Addresses

17ME-0008

\*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring,  
 BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps  
 Green background: Staging Only

Number of blocks: 1    Total repair size: 0 sqft    Total Streetspace: 0    Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
3	12TH ST	BERNICE ST	HARRISON ST	North	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	

This is NOT a Permit

# Exceptions

17ME-0008

Street Name	From St	To St	Message	Job	Contact	Dates
12TH ST						
	BERNICE ST	HARRISON ST -	MFF Allowed			
	BERNICE ST	HARRISON ST -	Conflict with existing Street Use Permit.	17MSE-0246	415-551-7884 - 415-551-7884	
	BERNICE ST	HARRISON ST -	Proposed Paving.	PAVING	Richard Lee - richard.lee@sfd pw.org	Oct 23 2021-Oct 23 2022

This is NOT a Permit

# No Diagram submitted

7/11/01



London N. Breed, Mayor  
Mohammed Nuru, Director

**San Francisco Public Works**  
Office of the Deputy Director & City Engineer, John Thomas  
Bureau of Street-Use & Mapping  
1155 Market Street, 3rd Floor  
San Francisco Ca 94103  
(415) 554-5810 ■ [www.SFPublicWorks.org](http://www.SFPublicWorks.org)



Jerry Sanguinetti, Bureau Manager

**Public Works Order No: 188111**

PUBLIC HEARING TO CONSIDER AN APPLICATION FROM BUILD, INC (17ME-0008) TO OCCUPY AND MAINTAIN A PORTION OF THE PUBLIC RIGHT-OF-WAY WITH WIDENED SIDEWALKS, LANDSCAPING, AND ROADWAY REALIGNMENT WITH ONE TRAVEL LANE IN EACH DIRECTION ON 12<sup>TH</sup> STREET BETWEEN HARRISON STREET AND BERNICE STREET.

The Department of Public Works will consider the application for Major Encroachment at the above location. Any interested person may attend the Department of Public Works hearing on this matter at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 400 at 9:00 AM, Wednesday, August 8, 2018.

Persons unable to attend the public hearing may submit written comments regarding the subject matter to the Bureau of Street-Use & Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, CA 94103, Attention: Eric Yu. These comments will be brought to the attention of the hearing officer and made a part of the official public record.

**Information on this matter may be obtained prior to the hearing at 1155 Market Street, 3<sup>rd</sup> Floor, or by contacting Bureau of Street-Use & Mapping by phone at (415) 554-5810 or via e-mail at [BSMpermitdivision@sfdpw.org](mailto:BSMpermitdivision@sfdpw.org) with the subject "1532 Harrison Street 17ME-0008".**



**City and County of San Francisco**

**San Francisco Public Works**



**GENERAL - DIRECTOR'S OFFICE**

City Hall, Room 348

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

(415) 554-6920 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)



**London N. Breed, Mayor**  
**Mohammed Nuru, Director**

**Public Works Order No: 200452**

RECOMMENDATION OF APPROVAL TO THE SAN FRANCISCO BOARD OF SUPERVISORS FOR FINAL APPROVAL OF MAJOR ENCROACHMENT PERMIT NO. 17ME-0008 FOR BUILD, INC TO OCCUPY AND MAINTAIN A PORTION OF THE PUBLIC RIGHT OF WAY WITH WIDENED SIDEWALKS, LANDSCAPING, AND ROADWAY REALIGNMENT WITH ONE TRAVEL LANE IN EACH DIRECTION ON 12<sup>TH</sup> STREET BETWEEN HARRISON STREET AND BERNICE STREET (EAGLE PLAZA).

**APPLICANT:** Build, Inc  
Attn: Katie O'Brien  
315 Linden Street  
San Francisco, CA 94102

**PROPERTY IDENTIFICATION:** 1532 Harrison Street  
(12<sup>th</sup> Street frontage)  
San Francisco, CA 94103

**DESCRIPTION OF REQUEST:** Major Encroachment Permit 17ME-0008

**BACKGROUND:**

1. On November 20<sup>th</sup>, 2017, the applicant filed a request with San Francisco Public Works (Public Works) to consider approval of a Major Encroachment Permit to construct and maintain a new pedestrian plaza space (Eagle Plaza) comprising of widened sidewalks, landscaping, and roadway realignment with one travel lane in each direction on 12<sup>th</sup> Street between Harrison Street and Bernice Street.
2. The San Francisco Planning Department approved the General Plan Referral (Case No. 2018-009489GPR) on July 16, 2018, with the finding that the project is on balance and in conformity with the General Plan.
3. The project was determined to be consistent with the Western SoMa Community Plan Environmental Impact Report (EIR) and exempt from environmental review per CEQA Guidelines Section 15183 (Planning Case No. 2013.1390E) on September 9, 2015.
4. The Transportation Advisory Staff Committee (TASC) had no objections from the meeting on July 26, 2018.



5. Upon reviewing and receiving no additional comments from other City Departments to the overall project, Public Works scheduled a public hearing on August 8, 2018 to consider the proposed encroachment.
6. Notice of Public Hearing was mailed to all property owners within a 300-foot radius of the boundary of the encroachment with greater than ten (10) days in advance of the hearing date.
7. No objections or queries were received by the Department prior to the hearing.
8. On August 8, 2018, Hearing Officer John Goldberg conducted a hearing to consider the proposed encroachment.
9. There was one public testimony in support of the project but had the following concerns:
  - a. Requested security between the hours of 12:00AM and 6:00AM.
  - b. Requested for Eagle Bar to relocate their entrance line to the Harrison Street frontage.
  - c. Requested for Eagle Bar's trash pick-up to be on the Harrison Street frontage.
10. Upon hearing the above testimony and reviewing the application, reports, plans, and other documents contained in the Public Works files, the Hearing Officer informed the attendees that he would make his recommendation to the Director following the hearing.

**RECOMMENDATION:** CONDITIONALLY RECOMMEND TO THE BOARD OF THE SUPERVISORS TO APPROVE the subject Major Encroachment Permit with consideration of the following conditions and findings, and waive the public right-of-way occupancy assessment fee pursuant to Public Works Code Section 786.7(f)(4).

**CONDITION OF RECOMMENDATION:** The Applicant shall submit and fulfill all Major Encroachment Permit requirements to the Department, including but not limited to the following conditions.

**CONDITION 1:** The Applicant shall sign encroachment agreements accepting responsibility for the construction, maintenance, and liability of the proposed and conditionally approved encroachment.

**CONDITION 2:** The Applicant shall submit evidence of General Commercial Liability Insurance as required by the Department.

**CONDITION 3:** Following approval by the Board of Supervisors, the Applicant shall construct Eagle Plaza with a separate Street Improvement Permit issued by Public Works.

**FINDING 1:** The Planning Department determined that the subject encroachment is in conformity with the General Plan.

**FINDING 2:** The City Agencies with jurisdiction or having interest in the encroachment area have provided review and submitted no further comment to the overall encroachment.

**FINDING 3:** Pursuant to Public Works Code Section 786.7(f)(4) *"no public right-of-way occupancy assessment fee shall be charged against the permittee for elements installed...for improvements associated with a Planning Commission approved in-kind agreement in accordance with the Planning Code"*.

X

DocuSigned by:  
*Debra Lutske*

Lutske, Debra 332FDEE221447C...  
Deputy Bureau Manager

X

DocuSigned by:  
*John Thomas*

Thomas, John B3944D53BAFD487...  
Deputy Director and City Engineer

X

DocuSigned by:  
*Mohammed Nuru*

81145AB17F474FA...  
Nuru, Mohammed  
Director

**ENCROACHMENT PERMIT  
AND MAINTENANCE AGREEMENT  
(for Fronting Property)**

**1. PARTIES**

The City and County of San Francisco Public Works (the “**Department**”) enters into this Encroachment and Maintenance Agreement (“**Agreement**”) with 1532 Harrison Owner, LLC (the “**Permittee**”), on this date, \_\_\_\_\_, 20\_\_\_. The Major Encroachment Permit or Permit collectively refers to the Encroachment Permit as shown on the Department approved plan(s), any associated Street Improvement, and this Agreement, including its Attachments and accompanying documents (the “**Permit**”). 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**”). For purposes of the Permit, “**Fronting Property Owner**” shall mean the property owner(s) who front, abut, or are adjacent to the public right-of-way on which the Improvements and any other elements of the Permit are located.

**2. PERMIT INFORMATION**

**2.1 Encroachment Permit No. (“Permit”):** 17ME-0008 under Public Works Code Section 786(b).

Other Public Works Permit number(s) if Public Works allowed construction prior to Board of Supervisors approval of the Encroachment Permit: Street Improvement Permit 17IE-1063.

**2.2 Description/Location of Fronting Property (See Attachment 1):** 1532 Harrison Street, Assessor’s Block/Lot: 3521/055-056

**2.3 Description/Location of Permit Area (See Attachment 2):** Approximately 12,500 square feet on the 12<sup>th</sup> Street right of way between Harrison and Bernice Streets

**2.4 General Description of Proposed Improvements (See Attachment 2):** Eagle Plaza’s site improvements consist of sidewalk and roadway paving, landscaping, irrigation, flag pole, bollards, lighting, electrical outlets, hose bibs and temporary seating.

*The term “**Improvements**” shall mean those improvements in the public right-of-way as described in the attachments listed in Section 2.8 and on the Construction Plans.*

**2.5 Permit Type:** Major Encroachment Permit and Street Improvement Permit (Permit No. 17IE-1063) for Eagle Plaza.

**2.6 Developer/Builder/Owner of the Fronting Property:** 1532 Harrison Owner, LLC, a limited liability company



**2.7 Contact Information.** The Permittee 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 both Public Works’ Bureau of Street Use and Mapping and SFMTA within thirty (30) calendar days of any relevant 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: Vasquez, Lou  
 Title/Relationship to Owner: Owner  
 Phone Numbers: 415.551.7613  
 Email Addresses: lou@bldsf.com  
 Mailing Address: 315 Linden Street, San Francisco CA, 94102  
 Office Address: 315 Linden Street, San Francisco CA, 94102

Contact Person Number 2

Last Name, First Name: Rivera, Brooke Ray  
 Title/Relationship to Owner: Director of Place Lab, San Francisco Parks Alliance  
 Phone Numbers: 415.906.6238  
 Email Addresses: brookeray@sfparksalliance.org  
 Mailing Address: 1663 Mission Street, Suite 320, San Francisco CA, 94103  
 Office Address: 1663 Mission Street, Suite 320, San Francisco CA, 94103

**2.8 List of Attachments.** The following additional documents are attached to or accompany this Permit. All attachments shall be on sheets sizing 8.5 by 11 inches so they can be easily inserted into this agreement as an attachment:

- Attachment 1: Property Information. Written description of the fronting property and location map identifying the property.
- Attachment 2: “**Permit Area,**” which shall refer to areas that include Improvements and any real property subject to maintenance responsibilities that are Permittee’s responsibility.
  - Written description of the area where the encroachment(s) exist and the boundaries,
  - Diagram showing the boundary limits of the Permit Area and identifying all Improvements in the Permit Area (“**Precise Diagram**”). The Precise Diagram shall be a separate document from the engineered construction plans for the encroachments submitted to Public Works for review and approval. (“**Construction Plans**”).
  - Table listing all Improvements in the Permit Area and identifying the maintenance responsibility for them (“**Maintenance Table**”). The table shall include all physical treatments, facilities, and elements, whether standard or non-standard, to clarify responsibility.
- Attachment 3: Maintenance Plan. A written document that contains a detailed description of the means and methods to maintain the Improvements within the Permit Area (the

“**Maintenance Plan**”). The Maintenance Plan shall identify the daily, weekly, monthly, and annual routine maintenance, repair and replacement tasks, as applicable (“**Permitted Activities**”). For each category of the Permitted Activities, Permittee shall provide the regular (e.g. daily, weekly, etc.) estimated expenses, including labor hours, cost per hour, and materials needed for maintenance. In addition, Permittee shall provide a total estimated annual operating expense and include: regular maintenance expenses, replacement costs, costs for any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements, and the expected lifespan of any non-standard materials subject to regular use. The Maintenance Plan also shall identify whether a Community Benefit District, Business Improvement District, Community Facilities District or similar Special Tax-Based Entity (a “**Special Tax Entity**”) will expend monetary or staff resources on the Permit Area for maintenance or other activities, and documentation, to the Director’s satisfaction, that the monetary and/or staff resources are available and committed to perform the maintenance obligation.

- Attachment 4: Operations Manual. Permittee shall submit a document or manual describing how to operate any specialized equipment necessary for continued operation of the Improvements along with manufacturer’s instructions for operation and maintenance (“**O&M Manuals**”) and other pertinent information about the equipment. These documents are for Public Works file purposes and not attached to this Agreement. The City Engineer, in his or her discretion, may allow the Permittee to defer submission of the Operations Manual until completion of the Improvements in accordance with the Construction Plans.

The City Engineer shall review and certify the description of the Permit Area (Attachment 2), Maintenance Plan (Attachment 3), and O&M Manuals (Attachment 4). The Department shall not issue the permit until the City Engineer has completed his or her review and certified the required attachments.

### **3. EFFECTIVE DATE; REVOCABLE, NON-EXCLUSIVE PERMIT; RECORDATION**

(a) Following Board of Supervisors approval and confirmation the Department has received all required permit documents and fees, the Department shall issue the approved Permit. The date the Permit is issued shall be the “**Effective Date.**”

(b) The privilege given to Permittee under this Agreement is revocable, personal, non-exclusive, non-possessory, and effective only insofar as the rights of City in the PROW are concerned.

This Permit does not grant any rights to construct or install Improvements in the Permit Area until the Public Works Director issues written authorization for such work.

(c) Upon Board of Supervisors’ approval of this Permit, Permittee shall record this Permit against the Fronting Property.

#### 4. MONITORING AND MAINTENANCE RESPONSIBILITIES

Permittee acknowledges its responsibility to monitor the Permit Area and its Improvements and document performance of the maintenance activities as described herein, and retain such documents for a minimum of three (3) years. Within ten (10) days from the date of the Director's written request for maintenance information, the Permittee shall provide proof that the maintenance activities have been performed.

The Permittee shall: 1) on regular semi-annual basis, document the general condition of the entire Permit Area and all elements with date stamped digital images in JPEG format, or other video or picture imaging acceptable to the Director, and 2) maintain a written and image log of all maintenance issues, including: defects, damages, defacing, complaints, and repairs performed on Permit elements and the Permit Area. The regular monitoring images and/or video shall be taken from all angles necessary to show the entirety of the Permit Area and all Improvements. The images for the logged maintenance issues and repairs shall clearly show the location and detail of the damaged or defaced element or area, and its repair and restoration. Permittee shall maintain all files and provide them in a format and media consistent with current standards for data retention and transfer, such as a USB flash drive with connective capability to a commonly available personal computer.

The maintenance log, at a minimum, shall include the following information: date and time of maintenance; description and type of encroachment element requiring repair, resolution, or restoration and method used to repair, resolve, or restore it; time and duration to repair, resolve, or restore such element; company (and contact information for the company) that performed the repair, resolution, or restoration.

If the Permit does not include any surface level or above grade elements, the Director shall not require the maintenance monitoring set forth in this Section.

#### 5. CONDITIONS OF ENTRY AND USE

By entering into this Agreement, Permittee acknowledges its responsibility to comply with all requirements for maintenance of the Improvements as specified in this Agreement, Public Works Code Section 786, Article 2.4 of the Public Works Code ("**Excavation in the Public Right-of-Way**"), 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

**5.1A 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 construction of the Improvements and any of the Permitted Activities. Promptly upon receipt of any such Regulatory Permits, Permittee shall deliver copies to the Department. Permittee recognizes and agrees that City's approval of the

Permit and this Agreement for purposes of construction of the Improvements and the Permitted Activities shall not 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.

**5.1B Subsequent Excavation within Permit Area.** When maintenance of the Improvements requires excavation as described in Article 2.4 of the Public Works Code, or prevents public access through the Permit Area, or obstructs the movement of vehicles or bicycles where allowed by law, Permittee shall apply for applicable permits from the Department and any other affected City agencies. Permittee or agent of Permittee shall comply with all excavation permit bonding and security requirements that the Department deems necessary when performing or causing to be performed any excavations or occupancies within the Permit Area.

**5.1C Additional Approvals.** Further permission from the Department may be required prior to Permittee's performance of work 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 subsequent permits issued in the Permit Area that any subsequent permittee notify and coordinate with the Permittee prior to occupying, encroaching, or excavating within the Permit Area.

## **5.2 Exercise of Due Care**

During any entry on the Permit Area 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 Permit Area 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 Permit Area or any Improvements or property located thereon or adjacent to, and to take such soil and resource conservation and protection measures within the Permit Area 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 knowingly or intentionally damage, harm, or take any rare, threatened, or endangered species on or about the Permit Area. While on the Permit Area to perform the Permitted Activities, Permittee shall use commercially reasonable efforts to prevent and suppress fires on and adjacent to the Permit Area attributable to such entry.

## **5.3 Cooperation with City Personnel and 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 Permit Area and City and public uses of the Permit Area. Permittee shall perform work in accordance with the Permit and this Agreement. Permittee also shall perform work pursuant to one or more Street Improvement Permits or General Excavation Permits and in accordance with Public Improvement Agreements if either or both are applicable.

#### 5.4 Permittee's Maintenance and Liability Responsibilities

**5.4A Permittee's Maintenance and Liability.** (a) Permittee acknowledges its maintenance and liability responsibility for the Improvements (including, but not limited to, materials, elements, fixtures, etc.) in accordance with the Permit and this Agreement, and all other applicable City permits, ordinary wear and tear excepted. Permittee agrees to maintain said Improvements as described in the Permit, as determined by the Director, and in accordance with any other applicable City permits. Permittee shall reimburse the Department for 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 under Section 8. Permittee is wholly responsible for any facilities installed in the Permit Area that are subject to this Permit's terms and for the quality of the work performed in the Permit Area under this Agreement. Permittee is liable for all claims related to the installed facilities and any condition caused by Permittee's performed work. 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.

(b) Notwithstanding the foregoing, the City acknowledges that while the Permittee retains the primary responsibility for all construction, installation, maintenance and repair activities, certain limited or supplemental maintenance and repair activities may be performed by a Special Tax Entity (such activities shall be denoted on the Maintenance Plan) rather than the Permittee. Nevertheless, the Department shall hold the Permittee responsible for compliance with all provisions of the Permit and this Agreement without regard to whether the violation occurred through an act, omission, negligence, or willful misconduct of the Permittee or the Special Tax Entity. Only if Permittee can demonstrate to the satisfaction of the Director that the Special Tax Entity is solely responsible for the act, omission, negligence, or willful misconduct and the Director makes a written finding to this effect, shall the Director take action directly against the Special Tax Entity. Under such circumstances, the Permittee shall not be responsible and liable hereunder for the act, omission, negligence, or willful misconduct that the Director identifies in writing, and no Uncured Default (as hereinafter defined) shall be deemed to have occurred by the Permittee, as a result of the Special Tax Entity's acts, omissions, negligence or willful misconduct. In the event that the Special Tax Entity should cease to exist or that the Special Tax Entity's maintenance and repair responsibilities are changed, then Permittee shall be responsible or assume responsibility for all activities that are no longer the responsibility of or being performed by the Special Tax Entity.

(c) In the event that the Director agrees to maintain one or more of the Improvements pursuant to Section 5.9B of this Agreement, Permittee shall not be responsible for the quality of maintenance or restoration work performed, nor liable for the resulting consequences of City work.

**5.4B Abatement of Unsafe, Hazardous, Damaged, or Blighted Conditions.** Permittee acknowledges its maintenance responsibility to abate any unsafe, hazardous, damaged, or blighted conditions. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition of the Permit, Permittee shall promptly respond to the notice and restore the site to the condition specified on the Construction Plans within thirty (30) 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 thirty (30) 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 Improvement (e.g., slip, trip, and fall hazards), promptly 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 promptly respond to an unsafe or hazardous condition or to restore the site within the specified time may result in the Department's performing the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration. Failure to abate the problem also may result in the Department's issuance of a Correction Notice or Notice of Violation citation and/or request for reimbursement fees to the Department for departmental and other City services necessary to abate the condition in accordance with Section 8.

**5.4C Permittee Contact Information, Signage.** Upon the Department's determination that the Permittee has completed the Improvements in accordance with the Construction Plans, Permittee shall post a sign(s) within the Permit Area, in conformity with any applicable signage program for the Permittee's property and in a location approved by the Department, that provides a telephone number and other Permittee contact information so that members of the public can contact the Permittee to report maintenance issues, problems, or any other complaints about the Permit.

**5.4D Non-standard Materials and Features.** If the Permittee elects to install materials, facilities, fixtures, or features ("Non-standard Elements") that do not meet the City's criteria for standard operation, maintenance, and repair, and the City approves such Non-standard Elements, the Permittee shall (i) acknowledge its responsibility for the operation, maintenance, repair, and replacement of the Non-standard Elements as constructed per the Construction Plans, (ii) separately meter any service utility required to operate the Non-standard Elements, and (iii) be responsible for providing such utility service at Permittee's own cost. As an exception, if the Non-standard Elements are facilities such as street lights, and they 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 shall indemnify and hold City harmless against any claims related to Permittee's operation, maintenance, repair, and replacement of Non-standard Elements.

#### **5.5 Permittee's Maintenance, Liability, and Notice Responsibilities.**

The Permittee's maintenance responsibility shall be limited to the portion of the Permit Area, as described and shown in the attachments and as determined by the Director, and its immediate vicinity, including any sidewalk damage directly related to the Improvement or Permitted Activities. If it is unclear whether sidewalk maintenance is the responsibility of Permittee or a Fronting Property Owner who is not the Permittee under Public Works Code Section 706, 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.

If Permittee is the Fronting Property Owner, Permittee must notify any successor owner(s) of the existence of the Permit and the successor owner's obligations at the time of closing on the subject property. In addition, prior to the time of closing on the subject property, Permittee shall record a Notice of Assignment that provides constructive notice to any successor owner(s) of the Permit and the Permittee's responsibilities thereunder.

#### **5.6 Annual Certification of Insurance**

Upon receipt of a written request by the Department, but no more than annually, Permittee shall submit written evidence to the Department indicating that the requirements of Section 7 (Insurance) and, if applicable, Section 8 (Security), have been satisfied.

#### **5.7 Damage to and Cleanliness and Restoration of Permit Area and City Owned or Controlled Property**

Permittee, at all times, shall maintain the Permit Area in a clean and orderly manner to the satisfaction of the Director. Following any construction activities or other activities on the Permit Area, Permittee shall remove all debris and any excess dirt from the Permit Area and Improvements.

If any portion of the Permit Area, any City-owned or controlled property located adjacent to the Permit Area, including other publicly dedicated PROW, or private property in the vicinity of the Permit area is damaged by any of the activities conducted by Permittee hereunder, Permittee shall promptly, at its sole cost, repair any and all such damage and restore the Permit Area or affected property to its previous condition to the satisfaction of the Director.

#### **5.8 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.

**5.8A Excavation by City or UCP Holders.** After providing public notice according to Article 2.4 of the Public Works Code, any City Agency or Public Utility may excavate within the PROW, which may include portions of the Permit Area. A "City Agency" shall include, but not be limited to, the SFPUC, SFMTA, and any City authorized contractor or agent, or their sub-contractor. "Public Utility" shall include any company or entity currently holding a valid Utility Conditions Permit ("UCP") or a valid franchise with the City or the California Public Utilities Commission. Permittee acknowledges that it will provide and not obstruct access to any utilities and facilities owned and operated by any City Agency or a Public Utility at any time within the Permit Area for maintenance, repair, and/or replacement.

Emergency work. In the case of an emergency, a City Agency or Public Utility 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.

In the performance of any excavation in the Permit Area by a City Agency or Public Utility, it shall be the responsibility of the Permittee to coordinate with the City Agency or Public Utility and restore the site to the condition specified on the Construction Plans, provided, however, the excavator shall implement commercially reasonable precautions to protect the Permit Area and any Improvements located within the Permit Area from injury or damage during the excavation or future work. Following excavation by a City Agency or Public Utility, (a) in the case where there are non-standard materials the excavator shall only be obligated to back-fill and patch the site to a safe condition; (b) in the case there are only City Standard materials the excavator shall be obligated to backfill the site to a safe condition, and where feasible restore the site to City Standards. The City Agency or Public Utility shall not replace non-City Standard materials or Improvements that the City may remove or damage in connection with such excavation or site access. Permittee shall be responsible for and bear all costs for the restoration of all disturbed Improvements to the condition as specified on the Construction Plans.

In the case where the excavated portion of the Permit Area consists of only City Standard materials, the City Agency or Public Utility shall complete its restoration work within thirty (30) calendar days following the completion of the excavation or temporary encroachment; provided, however, to the extent that such restoration cannot be completed within such thirty (30) calendar day period due to weather or unforeseen circumstances, then such period shall be extended provided that the excavator has commenced and is diligently pursuing such restoration.

In the case where the excavated portion of the Permit Area consists partially or fully of non-standard materials, the Permittee shall restore or cause to be restored the Improvements in the excavated portions of the Permit Area to the condition specified on the design for the Improvements 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 the Department shall extend such period provided that the Permittee has commenced and is diligently pursuing such restoration.

The Permittee shall not seek or pursue compensation from a City Agency or a Public Utility for Permittee's coordination of work or the inability to use of the Permit Area for the duration of excavation or occupancy.

**5.8B Excavation by Private Parties.** Following any excavation of any portion or portions of the Permit Area by a private party (e.g., contractor, property owner, or resident), 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; 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 design for the Improvements within thirty (30) calendar days after completion of the excavation or 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 the Department shall extend such period provided that the private party has commenced and is diligently pursuing such restoration.



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. The City, through its separate permit process with that private party, shall require that private party to bear all the costs of restoration and cooperate with the Permittee on how the restoration is performed and how any costs that the Permittee assumes for work performed (time and materials) are reimbursed.

The Permittee shall only seek or pursue compensation for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use of the Permit Area for the duration of excavation or occupancy, provided that Permittee is provided with access to Permittee's property.

**5.8C Temporary Encroachments for Entities Other Than Permittee.** In the case of temporary encroachments, which may include the temporary occupancy of portions of the Permit Area or the temporary relocation of Improvements (elements or fixtures) from the Permit Area, Permittee shall work collaboratively with the entity that will be temporarily encroaching the Permit Area ("Temporary Encroacher") to coordinate the temporary removal and storage of the Improvements from the affected portion of the Permit Area, when necessary. It shall be the responsibility of the Temporary Encroacher to protect in-place any undisturbed portion of the Permit Area.

Where the Temporary Encroacher is a private party, the private party shall be responsible for any costs for removal, storage, and maintenance of the Improvements, and restoration associated with restoration of the Permit Areas. The obligation to coordinate and restore under this section shall be a condition of the City permit issued to the Temporary Encroacher. If the Temporary Encroacher fails to coordinate with Permittee and compensate the Permittee or restore the Permit Area, then the Permittee should notify the Department of such failure in writing.

The Permittee may only seek or pursue compensation for costs incurred (time and materials) to temporarily relocate and replace Improvements, and shall not seek or request compensation for coordination or the inability to use of the Permit Area for the duration of the Temporary Encroacher's occupancy.

Where the Temporary Encroacher is a City Agency or a Public Utility, Permittee shall be responsible for any costs for removal, storage, maintenance, and restoration associated with the Improvements and any associated areas within the Permit Area, and the City Agency or Public Utility, as applicable, shall be responsible for restoration of any standard City features or improvements. The City Agency or the Public Utility or its contractors shall not be responsible for Permittee's temporary removal and storage costs.

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.

**5.8D Additional Time to Complete Site Restoration Where Future Work Is Anticipated.** Prior to the Permittee's undertaking of any restoration of the applicable portion of the Permit Area to the conditions specified in the Construction Plans, the Permittee and the City shall confer as to whether any party (e.g., any City Agency, Public Utility, or private party) intends to perform any future work (e.g., any excavation or temporary encroachment) that would be likely to damage, disrupt, disturb or interfere with any restoration of the Permit Area.

If such future work is anticipated within six (6) months following completion of any then proposed excavation or temporary encroachment, then the Permittee's deadline for restoring the site shall be automatically extended. The Permittee may submit to the Department a written request for an extension to the restoration deadline if future work is anticipated to commence more than six (6) months from the completion of the prior excavation and 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.

## **5.9 Permit Revocation; Termination; Modification of Agreement**

### **5.9A Permit Revocation or Termination.**

Permittee acknowledges and agrees that the obligations of the Permittee, successor owner(s), or Permittee's successor(s) in interest to perform the Permitted Activities shall continue for the term of the Permit. The City reserves the right to revoke the Permit under the procedures set forth in the Public Works Code Sections 786 et seq. and, if applicable, as specified in the Board of Supervisors or Public Works Director's approval of this permit.

If the Permit is terminated by Permittee or revoked or terminated by City (each an "MEP Termination Event") with respect to a portion or portions of the Permit Area, Permittee shall convert the Improvements therein to a condition specified by City for a standard PROW or as the Director of Public Works deems appropriate under the circumstances, at Permittee'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 that the conversion work that meets the standards required by a Public Works street improvement permit with a duration not less than one (1) year from the date Public Works confirms that the work is complete.

A termination or revocation of the Permit under the procedures set forth in Public Works Code Sections 786 et seq. shall result in an automatic termination of this Agreement as to the affected portion of the Permit Area, and all of Permittee's responsibilities and obligations hereunder shall terminate, unless otherwise provided for in this Agreement. The City may partially terminate or revoke the Permit as to those portions of the Permit Area subject to default and the City may elect to allow the Permit to remain effective as to all portions of the Permit Area that are not subject to default.

The obligation of Permittee, successor owner, or Permittee's successor in interest to remove the Improvements and restore the PROW to a condition satisfactory to Director of Public Works shall survive the revocation, expiration, or termination of this Permit. Upon completion of the Right-of-Way Conversion, and subject to Section 5.9B, Permittee shall have no further obligations under the Permit for the portion of the Permit area subject to the Right-of-Way Conversion and to the extent the Director has agreed to terminate the Permittee's obligations in regard to all or a portion of the Right-of-Way Conversion, except as to any applicable warranty.

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

### **5.9B Modification or Termination of the Agreement.**

(a) This Agreement shall continue and remain in full force and effect at all times in perpetuity, except if City elects to terminate Permittee's maintenance obligations pursuant to this Section 5.9B and provides written notice to the address provided in Section 2.7. Under such circumstances, this Agreement shall terminate at the time specified in such written notice with exception to those terms as specified in this Agreement that apply to the any remaining Permit obligations. City shall record evidence of any such termination in the Official Records.

(b) At any time during the term of the Permit, Permittee may request to amend the scope of such Permitted Activities through a written amendment to this Agreement. The Director, in his or her sole discretion, may approve, approve with conditions, or deny the requested amendment. If the Director approves an amendment, both parties shall execute and record the approved amendment. Further, Permittee and Director may, but are not required to, execute a written modification of this Agreement to provide for the Department's maintenance of a portion or all of the Improvements as described in the Permit Area (Attachment 2). In the event of such modification of this Agreement, Department may require Permittee to pay the Department for the cost of maintaining specified Improvements as described in the Maintenance Plan (defined in Section 2.8) and Attachment 3. The Director's written modification shall, among other relevant terms, identify the specific portion of the Improvements that the Department shall maintain and the terms of Permittee's payments.

(c) In addition, Permittee and City may mutually elect to modify Permittee's obligation to perform the Right-of-Way Conversion described in Section 5.9.A including any modification necessary to address any Improvements that cannot be modified or replaced with a PROW improvement built according to the City's standard specifications. Any such modification may include, but not be limited to, Permittee's agreement to convert, at its sole cost, specified Improvements to a PROW built according to the City's standard specifications while leaving other specified Improvements in their as-is condition, with Permittee assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Improvements. In addition, any such modification may address any applicable City requirements for maintenance security payment obligations and City's acquisition of specialized equipment needed to perform the maintenance work, however, no such specialized equipment shall be required for Improvements

built to City standards. If City and the Permittee mutually agree to any modification to the Right-of-Way Conversion that results in Permittee assuming such a maintenance payment obligation, Permittee shall execute and acknowledge, and City shall have the right to record in the Official Records of San Francisco County, an amendment to this Agreement that details such payment obligation.

### **5.10 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. The in-kind replacement or repair of existing Improvements shall not be deemed a Proposed Alteration.

Permittee may request approval of a Proposed Alteration. The Director shall have a period of twenty (20) business days from receipt of request for approval of a Proposed Alteration to review and approve or deny such request for approval. Should the Director fail to respond to such request within said twenty (20) business day period, Permittee's Proposed Alteration shall be deemed disapproved. In requesting the Director's approval of a Proposed Alteration, Permittee acknowledges that the Director's approval of such 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 Proposed Alteration, Permittee shall not perform the Proposed Alteration. If Permittee agrees with the Director's installation or maintenance requirements for any Proposed Alteration, prior to Permittee's commencement of such 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 made pursuant to and in accordance with the Permitted Activities.

If Permittee performs any City-approved 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 approval of the Proposed Alteration(s).

Permittee shall obtain all necessary permits and authorizations from the Department and other regulatory agencies prior to commencing work for the Proposed Alteration. The Director's decision regarding a Proposed Alteration shall be final and not appealable.

## **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, if the Director determines that neither Permittee nor its agents caused the release or threatened release of the Hazardous Material, 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. If the Director finds that neither Permittee nor its agents was the source and did not cause the release of such 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). "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 such equipment is 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 notify City, and, if directed by City, 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; or, if the City chooses to restore the damaged property, Permittee shall reimburse City for its costs of restoration.

### **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 PROW. If Permittee fails to maintain the insurance in active status, such failure shall be a Permit default subject to the Department's enforcement remedies. The insurance policy shall be maintained and updated annually to comply with the Department's applicable requirements. The following Sections represent the minimum insurance standard as of the Effective Date of this Permit.

**7.1A** 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;

**7.1B** 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;

**7.1C** 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

**7.1D** 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, or any future address for the Bureau. 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 PROW 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 PROW 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; CITY ENFORCEMENT OF PERMIT AND AGREEMENT; SECURITY DEPOSIT.** Permittee acknowledges that the Department may pursue the remedies described in this Section in order to address a default by Permittee of any obligation under this Permit with respect to any Permit Area for which Permittee is responsible pursuant to the relevant Notice of Assignment, if applicable. In addition to the procedures below and as set forth in Section 5.4B, if Permittee fails to promptly respond to an unsafe or hazardous condition or to restore the site within the time the Department specifies, the Department may perform the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration.

(a) Correction Notice (CN). The Department may issue a written notice informing Permittee that there is an unsafe, hazardous, damaged, or blighted condition within the Permit



Area, or stating that the Permittee has otherwise failed to maintain the Permit Area as required by this Permit or stating that the Permittee has otherwise failed to comply with a term or terms of this Agreement (“**Correction Notice**”). The Correction Notice shall identify the issue, deficiency, or maintenance obligation that is the subject of the notice with reasonable particularity and specify the time for correction, which shall be no less than thirty (30) days; provided, however, to the extent that such correction cannot be completed using reasonable efforts within the initially specified timeframe, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such correction. In the event of an emergency or other situation presenting a threat to public health, safety, or welfare, the Director may require correction in less than thirty (30) days.

(b) Notice of Violation (NOV).

(i) The Department may issue a written notice of violation to the Permittee for failure to maintain the Permit Area and creating an unsafe, hazardous, damaged, or blighted condition within the Permit Area, failure to comply with the terms of this agreement, or failure to respond to the Correction Notice by abating the identified condition(s) within the time specified therein. The NOV shall identify each violation and any fines imposed per applicable code(s) or Agreement sections and specify the timeframe in which to cure the violation and pay the referenced fines (“**Notice of Violation**”), thirty (30) days if not specified.

(ii) Permittee shall have ten (10) days to submit to the Department, addressed to the Director via BSM Inspection Manager at 1155 Market St, 3rd Floor, San Francisco, CA 94103, or future Bureau address, a written appeal to the NOV or a written request for administrative review of specific items. If Permittee submits said appeal or request for review, the Director shall hold a public hearing on the dispute in front of an administrative hearing officer. The Director shall then issue a final written decision on his or her determination to approve, conditionally approve, modify, or deny the appeal based on the recommendation of the hearing officer and the information presented at the time of the hearing..

(c) Uncured Default. If the violation described in the Notice of Violation is not cured within ten (10) days after the latter of (1) the expiration of the Notice of Violation appeal period or (2) the written decision by the Director following the hearing to uphold the Notice of Violation or sections thereof, said violation shall be deemed an “**Uncured Default**.” In the event of an Uncured Default, the Director may undertake either or both of the following:

(i) Cure the Uncured Default and issue a written demand to Permittee to pay the Department’s actual reasonable costs to remedy said default in addition to any fines or penalties described in the Notice of Violation within ten (10) days (each such notice shall be referred to as a “**Payment Demand**”).

(ii) Notify Permittee that it must submit a Security Deposit (as defined in Section 8(d)) for the maintenance obligation that is the subject of the Notice of Violation. Alternatively, the Director may initiate the procedures under Public Works Code Section 786 to revoke the Permit with respect to the particular portion of the Permit Area that is the subject of the Notice of Violation and require a Right-of-Way Conversion (as defined in Section 5.9.A) with respect to that area, in the Director’s discretion.

(d) Security Deposit Required for Uncured Default.

If there is an Uncured Default as defined in Section 8(c) of this Agreement, then within thirty (30) business days of the Director's request, Permittee shall deposit with the Department via the Permit Manager of the Bureau of Street Use and Mapping (or successor Bureau) 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**") with respect to the maintenance obligation that is the subject of the Uncured Default, to secure Permittee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the PROW in the condition that the Director deems acceptable. When Permittee delivers the Security Deposit to the Department pursuant to the foregoing sentence, the Department 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 the Department delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Permittee's obligations under this Agreement.

Permittee agrees that the Department may, but shall not be required to, apply the Security Deposit in whole or in part to remedy any damage to the PROW caused by Permittee, its agents, or the general public using the Permit Area to the extent that the Director of Public Works required Permittee to perform such remediation under this Agreement and Permittee failed to do so, or Permittee failed to perform any other terms, covenants, or conditions contained herein (including, but not limited to, the payment of any sum due to the Department hereunder either before or after a default). Notwithstanding the preceding, the Department does not waive any of the Department's other rights and remedies hereunder or at law or in equity against the Permittee should Department use all or a portion of the Security Deposit. Upon termination of the Permitted Activities after an MEP Termination Event as described herein, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

Should the Department use any portion of the Security Deposit to cure any Uncured Default, Permittee shall replenish the Security Deposit to the original amount within ten (10) days of the date of a written demand from the Department for reimbursement of the Security Deposit. Subject to the following sentence, the Permittee's obligation to replenish the Security Deposit shall continue for two (2) years from the date of the initial payment of the Security Deposit unless the Director, in his or her sole discretion, agrees to a shorter period; provided, however, that if the Director does not issue a new Notice of Violation related to the issues triggering the MEP Termination Event for a period of one year from the date of the initial payment of the Security Deposit, then, upon Permittee's written request, the Director shall submit a check request to City's Controller's Office to have any remaining Security Deposit, less any administrative processing cost, delivered to Permittee. The Department's obligations with respect to the Security Deposit are solely that of debtor and not trustee. The Department shall not be required to keep the Security Deposit separate from its general funds, and Permittee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Permittee under any provision of the Permit or this Agreement. Upon termination of the Permitted

Activities after an MEP Termination Event, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

(e) Demand for Uncured Default Costs. Where the Permittee, or the owner of the Fronting Property associated with the Permit Area that is the subject of the Notice of Violation, has failed to timely remit the funds described in a Payment Demand, the Security Deposit, or to pay the City's costs associated with the City's performance of a Right-of-Way Conversion (collectively, "**Uncured Default Costs**"), the Director may initiate lien proceedings against the Fronting Property Owner for the amount of the Uncured Default Costs pursuant to Public Works Code Sections 706.4 through 706.7, Public Works Code Section 706.9, Administrative Code Section 80.8(d), or any other remedy in equity or at law.

## 9. COMPLIANCE WITH LAWS

Permittee shall, at its expense, conduct and cause to be conducted all activities under its control 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.

## 10. 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.

## 11. UTILITIES

The Permittee shall be responsible for locating and protecting in place all above and below grade utilities from damage, when Permittee, or its authorized agent, elects to perform any work in, on, or adjacent to the Permit Area. If necessary prior to or during the Permittee's execution of any work, including Permitted Activities, a utility requires temporary or permanent relocation, the Permittee shall obtain written approval from the utility owner and shall arrange and pay for all costs for relocation. If Permittee damages any utility during execution of its work, the Permittee shall notify the utility owner and arrange and pay for all costs for repair. Permittee shall be solely responsible for arranging and paying directly to the City or utility company for any utilities or services necessary for its activities hereunder.

Permittee shall be responsible for installing, maintaining, and paying for utility services necessary to support any Improvements, such as light fixtures, water fountains, storm drains, etc. in the Permit Area that are included in the Permit.

**12. 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.

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

Permittee acknowledges and agrees that Permittee shall install the Improvements contemplated in the permit application for the Improvements and has full knowledge of the condition of the Improvements 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.

**14. TERMS OF ASSIGNMENT; PERMIT BINDING UPON SUCCESSORS AND ASSIGNEES; NOTICE OF ASSIGNMENT**

(a) 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, including a homeowners' association or commercial owners' association established for the benefit of the Permittee, unless approved in writing by the Director. This Agreement shall bind Permittee, its successors and assignees, including all future fee owners of all or any portion of the Fronting Property, with each successor or assignee being deemed to have

assumed the obligations under this Agreement at the time of acquisition of fee ownership or assignment; provided, however, that if any or all of the Fronting Property is converted into condominiums, the obligations of Permittee under this Agreement shall be those of the homeowners' association or commercial owners' association established for such condominiums, except the individual owners of such condominiums shall assume the Permittee's obligations in the event the homeowners association ceases to exist or fails to remit the Uncured Default Costs in the time that the Director specifies in the Payment Demand.

It is intended that this Agreement binds the Permittee and all future fee owners of all or any of the Fronting 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 Fronting 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 Fronting Property.

Subject to the approval of the Director, which shall not unreasonably be withheld, Permittee may assign this permit to a homeowners' association (for residential or mixed-use properties), a commercial owners' association (for commercial properties) or a master association with jurisdiction over the Fronting Property by submitting a "**Notice of Assignment**" to the Department.

The **Notice of Assignment** shall include:

- (1) Identification of the Assignee and written acknowledgment of the Assignee's acceptance of the responsibilities under this permit;
- (2) The contact person for the Assignee and the contact information as required under Section 2.7;
- (3) If the Assignee is a homeowners' association or commercial owners' association, a copy of recorded CC&Rs, if there are such CC&Rs evidencing (a) the homeowners association's or commercial owners association's obligation to accept maintenance responsibility for the subject Improvements consistent with this Agreement upon assignment; and (b) City's right to enforce maintenance obligations as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and
- (4) A statement identifying whether a Community Facilities District or other Special Tax Entity will expend monetary or staff resources on the Permit area for maintenance or other activities;
- (5) A copy of the Assignee's general liability insurance that satisfies Section 7 and security under Section 8 if applicable;
- (6) For encroachments with a construction cost of \$1 million or greater, Assignee must provide security in the form of a bond, other form of security acceptable to the Department, or payment into the Maintenance Endowment Fund in an amount required to

restore the public right-of-way to a condition satisfactory to the Public Works Director based on a cost that the City Engineer determines; and

(7) Any other considerations necessary to promote the health, safety, welfare, including demonstration to the Director's satisfaction that the Assignee has the monetary and/or staff resources are available and committed to perform the maintenance obligation.

Permittee shall submit to Public Works a Notice of Assignment in a form acceptable to Public Works. Prior to approval from the Director, the Department shall provide a written determination that the proposed assignee satisfies Section 7 (Insurance) and Section 8 (Security). Following such assignment, the obligations of the assigning Permittee shall be deemed released and the assigning Permittee shall have no obligations under this Agreement.

(b) Lender. A "**Lender**" means the beneficiary named in any deed of trust that encumbers all or a portion of the Fronting Property and is recorded in the Official Records of San Francisco County (the "Deed of Trust"). All rights in the Fronting Property acquired by any party pursuant to a Deed of Trust shall be subject to each and all of the requirements and obligations of the Permit and this Agreement and to all rights of City hereunder. Any Lender that takes possession or acquires fee ownership of all or a portion of the Fronting Property shall automatically assume the Owner's obligations under the Permit and this Agreement for the period that Lender holds possession or fee ownership in the Fronting Property. None of such requirements and obligations 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.

## 15. TRANSFER AND ACCEPTANCE PROCEDURES

This Permit, and the accompanying benefits and obligations are automatically transferred to any successor property owner(s). If the Permittee 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 and require evidence of insurance to be submitted within a specified period of time.

## 16. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Agreement may create a possessory interest subject to property taxation with respect to privately-owned or occupied property in the PROW, 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

## **21. 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.

## **22. 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. (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 Agreement (including its Attachments and associated documents hereto), the Permit, the Board of Supervisors legislation approving the Permit, 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, the Agreement's Attachments and associated documents, and Construction Plans, if applicable. (f) Time is of the essence in each and every provision hereof. (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, notwithstanding the City's use



of its own attorneys. (i) If Permittee consists of more than one person, then the obligations of each person shall be joint and several. (j) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (k) City is the sole beneficiary of Permittee's obligations under this Agreement. 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 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. (l) This Agreement does not create a partnership or joint venture between the City and Permittee as to any activity conducted by Permittee in its performance of its obligations under this Agreement. Permittee shall not be deemed a state actor with respect to any activity conducted by Permittee on, in, around, or under the Improvements pursuant to this Agreement.

### **23. 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, for any damages the Indemnified Parties may be required to pay as satisfaction of any judgment or settlement of any claim (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 arising from the Permitted Activities, with the exception of Claims arising from the City's failure to maintain one or more Improvements after agreeing to perform such maintenance and accepting funding from Permittee for that purpose; (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; and (c) 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 arising from the Permitted Activities. 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. 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.

### **24. 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.

**25. FORCE MAJEURE**


If Permittee is delayed, interrupted, or prevented from performing any of its obligations under this Agreement, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of Permittee, and such delay, interruption, or prevention is due to fire, natural disaster, act of God, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, or any cause outside such Party's reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within thirty (30) 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.

*[Signature Page to Follow]*

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

PERMITTEE:

1532 Harrison Owner, LLC.

  
Fronting Property Owner or Official  
authorized to bind Permittee

(Lou Vasquez, 1532 Harrison Owner LLC)

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

\_\_\_\_\_  
John Thomas  
City Engineer of San Francisco

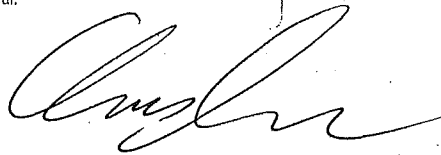
\_\_\_\_\_  
Secondary Official authorized to bind  
Permittee

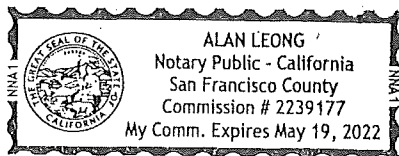
(Brooke Ray Rivera, San Francisco Parks  
Alliance)

\_\_\_\_\_  
Mohammed Nuru  
Director of Public Works

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 authenticity, accuracy, or validity of that document.

State of California, County of San Francisco )ss.  
On 1/14/19 before me, Alan Leong, Notary Public,  
personally appeared Louis Antonio Vasquez  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument. I certify under PENALTY OF  
PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct. WITNESS my hand and official seal.





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

PERMITTEE:

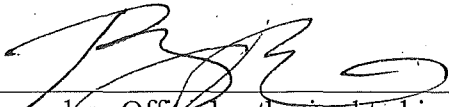
1532 Harrison Owner, LLC.

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

Fronting Property Owner or Official  
authorized to bind Permittee

John Thomas  
City Engineer of San Francisco

(Lou Vasquez, 1532 Harrison Owner LLC)

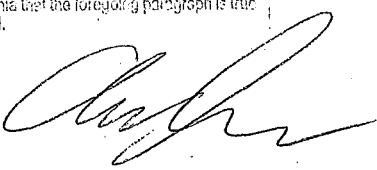
  
Secondary Official authorized to bind  
Permittee

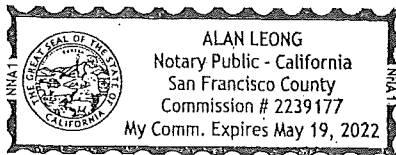
Mohammed Nuru  
Director of Public Works

(Brooke Ray Rivera, San Francisco Parks  
Alliance)

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

State of California County of San Francisco ) ss.  
On 11/19/19 before me, Alan Leong, Notary Public,  
personally appeared Brooke Ray Rivera  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument. I certify under PENALTY OF  
PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct. WITNESS my hand and official seal.







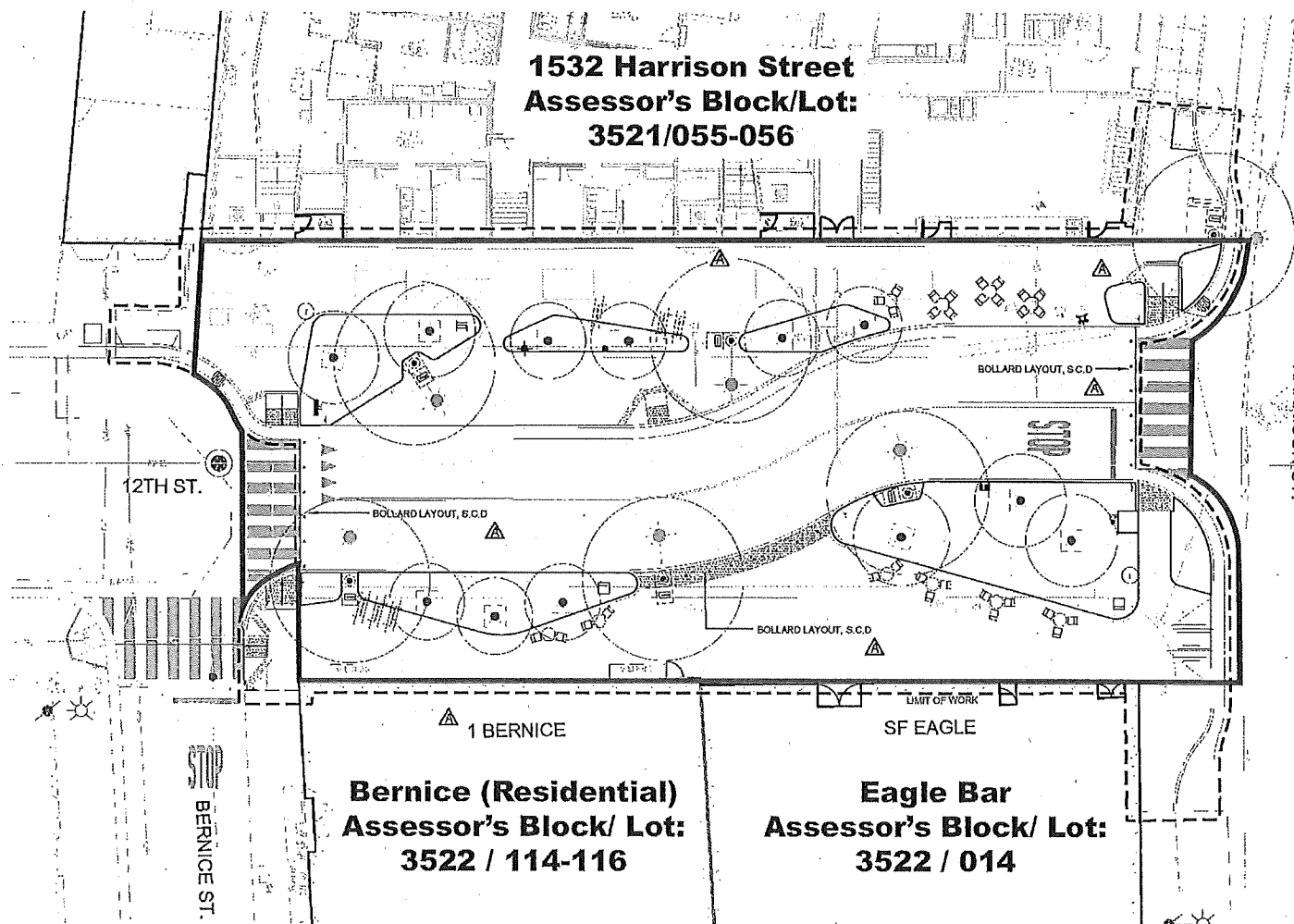
**ATTACHMENT 1**  
**DESCRIPTION/LOCATION OF PERMITTEE'S PROPERTY**


1532 Harrison Owner, LLC is the permittee and property owner of 1532 Harrison Street, Assessor's Block/Lot: 3521/055-056, fronting the Major Encroachment area.



### ATTACHMENT 2 DESCRIPTION/LOCATION OF PERMIT AREA AND THE IMPROVEMENTS

The permit area of Eagle Plaza is approximately 12,500 square feet, located on the full width of the 12<sup>th</sup> Street right of way between Harrison and Bernice Streets in San Francisco's Western SoMa neighborhood. The site improvements consist of sidewalk and roadway paving, landscaping, irrigation, flag pole, bollards, lighting, electrical outlets, hose bibs and temporary seating.

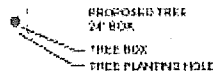


 **Limit of Encroachment**


**MATERIALS AND MAINTENANCE SCHEDULE**

SYMBOL	DESCRIPTION	RESPONSIBLE PARTIES	MAINTENANCE RESPONSIBILITIES	QUANTITY
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





**STREET TREES**

 <p>PROPOSED TREE 24" BOX TREE BOX TREE PLANTING HOLE</p>	STREET TREE	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO REMOVE FOREIGN MATTER FROM TREE CONTAINERS SURROUNDING TREES BEFORE 8:00 AM DAILY. TREE MAINTENANCE, AS NEEDED, WEEKLY. TRIM TREES ANNUALLY UNLESS NEEDED ON A MORE REGULAR BASIS OR AS REQUIRED ON A CASE-BY-CASE BASIS.	12
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**LANDSCAPING**

	PLANTING AREA	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO PRUNE BACK SHRUBS, WATER ALL PLANTS, COLLECT DEAD LEAVES, PRUNE GROUND COVER, REMOVE WEEDS & REPLACE MULCH OR ROCKS WHEN APPLICABLE, CHECK IRRIGATION SYSTEM, AND CHECK PLANTS FOR SIGNS OF DISEASE OR STRESS WEEKLY.	8
	STORM DRAINAGE SYSTEM: (including area drains & sand trap)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO CLEAR DEBRIS FROM TREE WHEELS, CHECK DRAIN COVERS AND IRRIGATION SYSTEM WEEKLY, MAKING REPAIRS WHEN APPLICABLE.	
	IRRIGATION SYSTEM	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO CLEAR DEBRIS FROM TREE WHEELS, CHECK DRAIN COVERS AND IRRIGATION SYSTEM WEEKLY, MAKING REPAIRS WHEN APPLICABLE.	



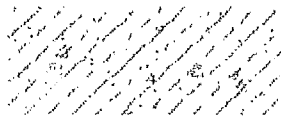
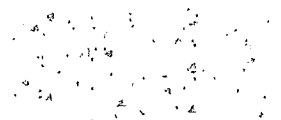
**STREET FURNISHINGS**

	BIKE RACK (Plaza Area): SFMTA STANDARD	CITY	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	10
	STREET LIGHT (Plaza Area): SF CITY STANDARD (including conduits/cables)	CITY	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY.	5
	REMOVABLE CAFÉ TABLE (OSCI)	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP & STORE MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	10
	REMOVABLE CHAIR (OSCI)	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP & STORE MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	30
	REMOVABLE BOLLARDS (w/ keyed lock & reflective stripe)	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP & STORE MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	19
	SIDEWALK TRASHCAN: SF CITY STANDARD	CITY	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. CLEAN TRASH BINS WEEKLY. EMPTY TRASH & RELINE BINS AS APPROPRIATE.	2



	MONUMENT SIGN	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1
	FLAG POLE (OSCI)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1
	OUTDOOR GFCI POWER PEDESTAL (2 outlets): (including conduit and cable)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1
	HOSE BIB	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1

**PAVING**

	PAVEMENT STRIPING	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO SWEEP OR BLOW CLEAN ALL WALKWAYS, CURBS & GUTTERS WITHIN AND AROUND PUBLIC RIGHT-OF-WAY DAILY. POWER WASH ALL SIDEWALKS AND PAVED AREAS (2) TIMES A WEEK AND AS NEEDED DURING ANY RAINY SEASON.	
	PEDESTRIAN SECTION CONCRETE PAVING W/ SAWCUT SCORE JOINTS: SF CITY STANDARD PAVEMENT SECTION	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO SWEEP OR BLOW CLEAN ALL WALKWAYS, CURBS & GUTTERS WITHIN AND AROUND PUBLIC RIGHT-OF-WAY DAILY. POWER WASH ALL SIDEWALKS AND PAVED AREAS (2) TIMES A WEEK AND AS NEEDED DURING ANY RAINY SEASON.	
	CONCRETE SIDEWALK: SF CITY STANDARD	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO SWEEP OR BLOW CLEAN ALL WALKWAYS, CURBS & GUTTERS WITHIN AND AROUND PUBLIC RIGHT-OF-WAY DAILY. POWER WASH ALL SIDEWALKS AND PAVED AREAS (2) TIMES A WEEK AND AS NEEDED DURING ANY RAINY SEASON.	
	VEHICULAR SECTION CONCRETE PAVING W/ SAWCUT SCORE JOINTS: SF CITY STANDARD PAVEMENT SECTION	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO SWEEP OR BLOW CLEAN ALL WALKWAYS, CURBS & GUTTERS WITHIN AND AROUND PUBLIC RIGHT-OF-WAY DAILY. POWER WASH ALL SIDEWALKS AND PAVED AREAS (2) TIMES A WEEK AND AS NEEDED DURING ANY RAINY SEASON.	

CIVIL: SANDIS  
 LANDSCAPE: BIONIC  
 IRRIGATION: RUSSEL D. MITCHELL & ASSOCIATES  
 JOINT TRENCH: GIACALONE

1532 HARRISON  
 (EAGLE PLAZA)

**ATTACHMENT 3  
MAINTENANCE PLAN  
(LIST OF TASKS/SERVICES AND COSTS)**

**Maintenance Plan.**

The following scope of work is intended to define, describe, state, and outline the Permittee's maintenance, repair, and replacement obligations within the Permit Area and the Public Right-of-Way.

I. DAILY SERVICES. (General laborer at 0.5 hours per day, 7 days per week, at a rate of \$20 per hour)

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 fixed plaza elements including seating, lighting, flag pole, 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.

II. WEEKLY SERVICES (General laborer at 0.5 hours per day, 7 days per week, at a rate of \$20 per hour)

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 (Maintenance & Repairs at 60 hours per year at a rate of \$20 per hour).  
No artwork or additional annual maintenance activities

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

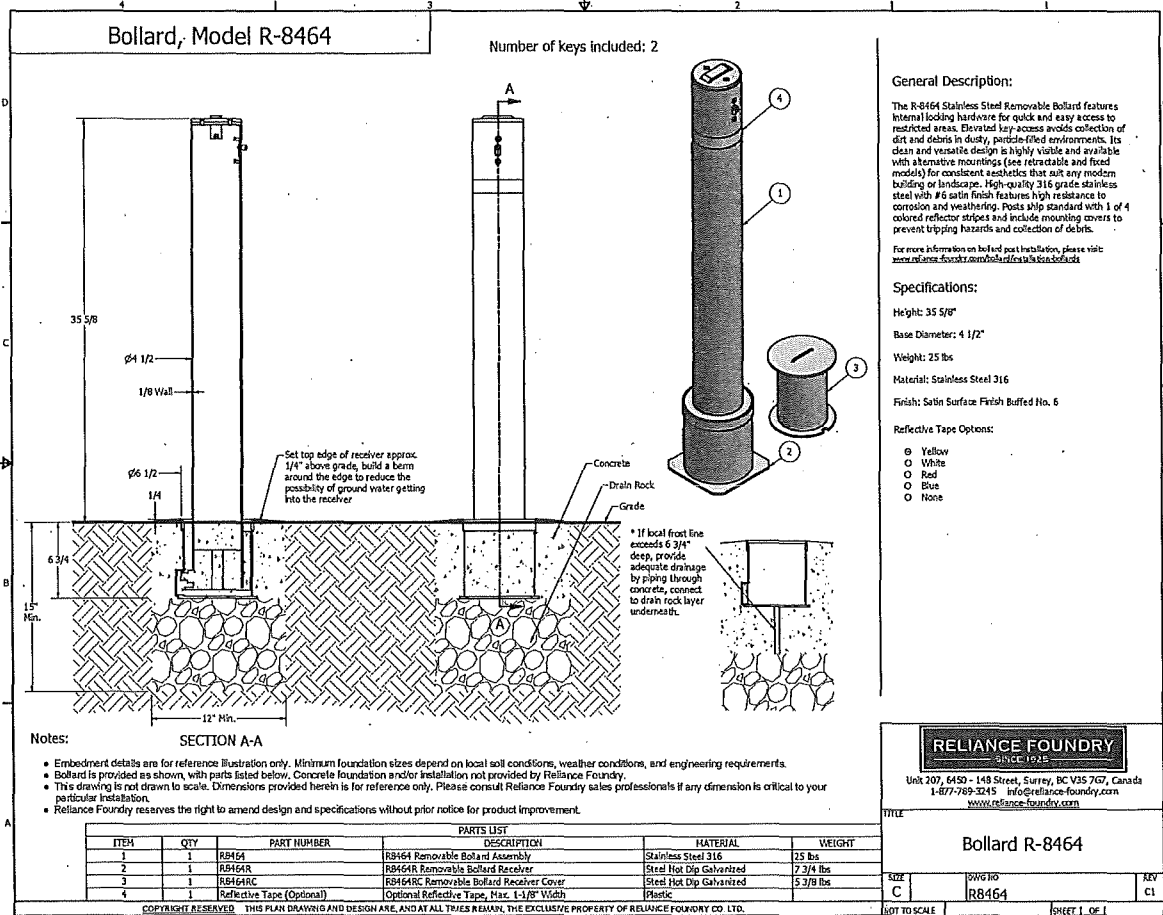
All repairs and replacements made by Owner or its employees, contractors, subcontractors, agents or representatives within the Public Right-of-Way as part of the Maintenance Work shall be performed: (a) at no cost to the City; (b) with materials and techniques that are equal or better in quality, value 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.

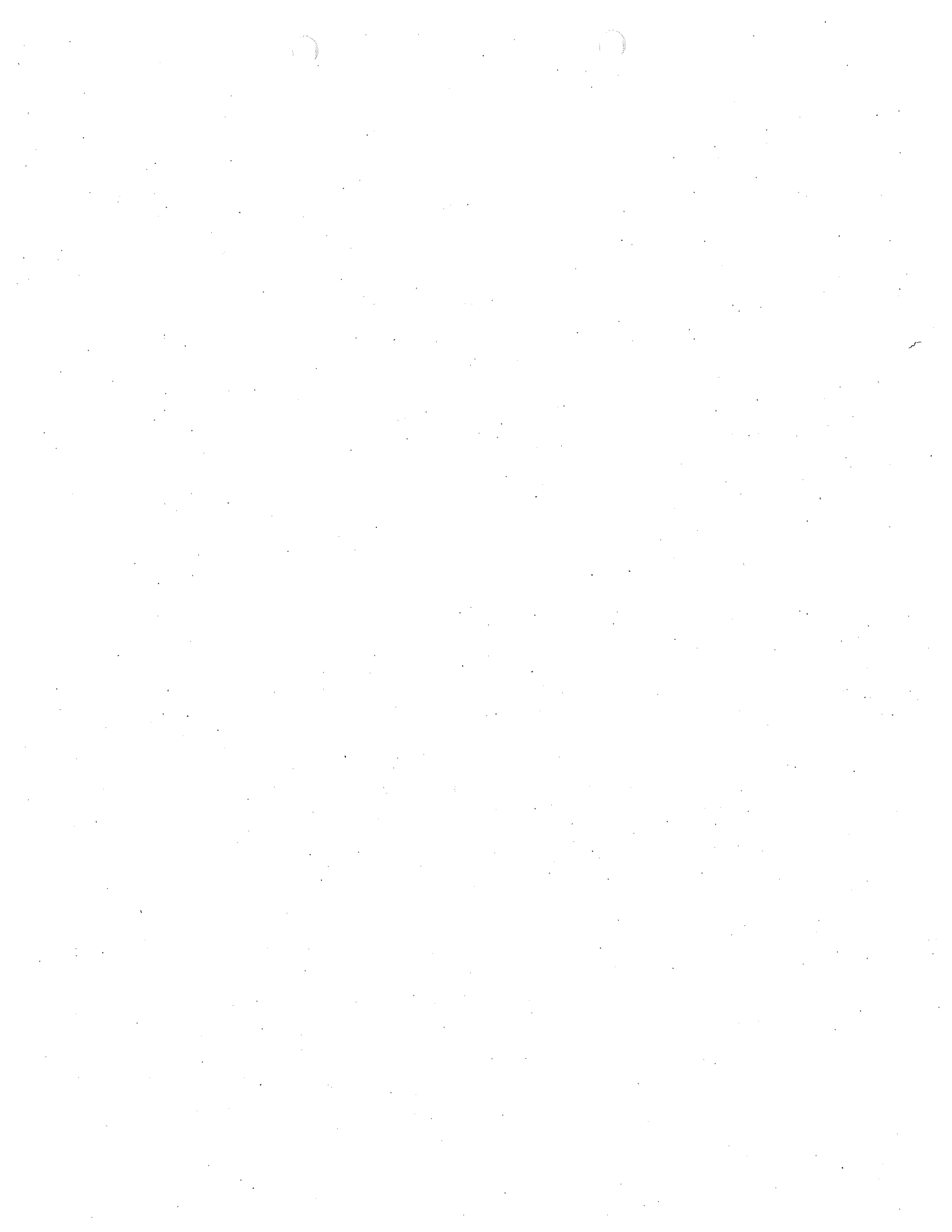
If any Maintenance Work performed by or for Owner at the Public Right-of-Way does not meet the quality standards set forth herein, as determined by the Director of Public Works or the Director of the City's Department of the Environment, such work shall be re-done by Owner at its sole cost.

Eagle Plaza Maintenance Expenses	Annual	\$/Hour	Hrs/Wk	Notes
<b>Possible Services (by Staffing)</b>				
Janitorial  Trash + Litter Removal Sidewalk + Gutter Sweeping Graffiti Removal Spot Power Washing Sidewalk Steam Cleaning	\$ 6,240	\$ 20	6	1 full time porter for building & plaza, 45 min/day dedicated to plaza  Daily Daily Daily Weekly/Monthly Weekly/Monthly
Landscaping  Watering + Gardening Tree + Plant Care	\$ 6,240	\$ 20	6	Gardener service for building & plaza, 3hrs/wk dedicated to plaza  Weekly Weekly

Maintenance & Repairs	\$ 1,200		\$100/mo allocated, used as needed. Irrigation system under warranty
Irrigation Systems			Monthly as needed
Electrical			Monthly as needed
Street Furniture / Signage			Monthly as needed
Public Safety	\$ 2,000		3-5 nightly visits from private security patrol in marked vehicle, estimated at \$1,000/mo
<b>Total Staffing</b>	<b>\$ 25,680</b>		
<b>Total Materials &amp; Supplies</b>	<b>\$ 5,000</b>		Includes supplies for lighting, paving, plumbing, electrical, hardware and small tools
<b>Utilities</b>	<b>\$ -</b>		TBD
<b>General Liability Insurance</b>	<b>\$ 8,000</b>		Based on 2015 rates per square foot for Mint Plaza
<b>Capital Reserve (10%)</b>	<b>\$ 3,868</b>		10% of annual operating budget
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 42,548</b>		
<b>Per Sq Ft of Public Plaza Space</b>	<b>\$ 3.40</b>		Eagle Plaza is 12,500 sq.ft

## ATTACHMENT 4 OPERATION AND MAINTENANCE MANUALS (IF APPLICABLE)





OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

2019 JAN 15 PM 4:18  
or *[Signature]*

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Kanishka Karunaratne Cheng *KCC*  
RE: Street Encroachment Permit – Eagle Plaza on a Portion of 12th Street at Harrison Street  
DATE: 1/15/2019

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**Resolution granting revocable permission to 1532 Harrison Owner, LLC, the property owner of 1532 Harrison Street (Assessor's Parcel Block No. 3521, Lot No. 055-056), to install, occupy, and maintain a portion of the 12th Street public right-of-way between Harrison and Bernice Streets with a LGBTQ leather-focused public pedestrian plaza space and a two-lane roadway, conditionally accepting an offer of public improvements and dedicating the improvements to public use, adopting environmental findings under the California Environmental Quality Act, and making findings of consistency with the General Plan and priority policies of Planning Code, Section 101.1.**

Please note that Supervisors Haney and Walton are co-sponsors of this legislation.

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.