

File No. 190050 Committee Item No. 3
 Board Item No. 13

COMMITTEE/BOARD OF SUPERVISORS
 AGENDA PACKET CONTENTS LIST

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

Board of Supervisors Meeting Date February 12, 2019

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | DRAFT Q-Map 20-857 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | DRAFT Dogpatch Arts Plaza Plan |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PLN Cert of Determination 032814 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PLN Motion No. 19150 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | In-Kind Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Encroachment Permit No. 14-ME-0023 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PW Order No. 184185 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PW Order No. 184286 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PW Order No. 200455 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | DRAFT Encroachment Agmt 011419 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Irrevocable Offer 012919 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | PPT PLN 020419 |

Completed by: Erica Major Date February 1, 2019
 Completed by: Erica Major Date 2/7/19

1 [Street Encroachment Permit - Dogpatch Arts Plaza on a Portion of 19th Street]

2
3 **Resolution granting revocable permission to 650 Indiana Street LLC, the property**
4 **owner of 650 Indiana Street (Assessor's Parcel Block No. 4041, Lot No. 009), to occupy**
5 **and maintain a portion of the 19th Street public right-of-way, between Indiana Street**
6 **and Interstate Highway 280, with an arts-focused public pedestrian plaza; accepting an**
7 **offer of public improvements and dedicating the improvements to public use; adopting**
8 **environmental findings under the California Environmental Quality Act; and making**
9 **findings of consistency with the General Plan, and the eight priority policies of**
10 **Planning Code, Section 101.1.**

11
12 WHEREAS, Pursuant to Public Works Code, Sections 786 et seq., 650 Indiana Street
13 LLC, (hereafter referred to as "Permittee") requested permission to occupy and maintain an
14 approximately 8,000 square feet of the 19th Street public right-of-way, between Indiana Street
15 and Interstate Highway 280, for an arts-focused public pedestrian plaza (hereafter referred to
16 as "Dogpatch Arts Plaza") fronting 650 Indiana Street (Assessor's Parcel Block No. 4041, Lot
17 No. 009); and

18 WHEREAS, The improvements at Dogpatch Arts Plaza, located within the boundaries
19 shown on Public Works draft Q-Map 20-857 include, but are not limited to, the following: a
20 concrete slab on the full width of the 19th Street right-of-way from the western curb line of
21 Indiana Street to Interstate Highway 280; concrete bleachers abutting the Caltrans
22 jurisdictional line associated with Highway 280; fixed and mobile planter boxes; storm
23 drainage system from within Dogpatch Arts Plaza to the connection to the City's sewer main
24 in Indiana Street; landscaping; trees; in grade lighting and a light post; and, for purposes of
25

1 placing or erecting works of art, a special section of concrete slab located near the center of
2 Dogpatch Arts Plaza (collectively referred to as the "Encroachments"); and

3 WHEREAS, Copies of Public Works Q Map 20-857 and the plan for Dogpatch Arts
4 Plaza are on file with the Clerk of the Board of Supervisors in File No. 190050; and

5 WHEREAS, The Permittee constructed the Dogpatch Arts Plaza in accordance with
6 Public Works at-risk Street Improvement Permit No. 14-ME-0023 and in conjunction with a
7 residential development consisting of two five-story residential buildings along 660-680
8 Indiana Street; and

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

11 WHEREAS, The Planning Department, in a letter dated March 28, 2014, (the "Planning
12 Department Letter"), determined that the actions contemplated in this resolution comply with
13 the California Environmental Quality Act (California Public Resources Code, Sections 21000
14 et seq.) and adopted findings in regard to the Encroachments ("Environmental Findings"); and

15 WHEREAS, The Planning Department Letter, including its Environmental Findings, is
16 on file with the Clerk of the Board of Supervisors in File No. 190050 and incorporated herein
17 by reference; and

18 WHEREAS, The Planning Commission, by Motion No. 19150, dated May 15, 2014,
19 authorized an In-Kind Agreement for Dogpatch Arts Plaza and determined that the
20 Encroachments are in conformity with the General Plan, and are consistent with the eight
21 priority policies of Planning Code Section 101.1; and

22 WHEREAS, The Permittee has submitted an irrevocable offer of improvements for the
23 subject Encroachments, dated August 1, 2014, in furtherance of the Planning Commission In-
24 Kind Agreement; and

1 WHEREAS, Copies of Planning Commission Motion No. 19150 approving the In-Kind
2 Agreement and making General Plan findings, the In-Kind Agreement dated August 1, 2014,
3 and the irrevocable offer are on file with the Clerk of the Board of Supervisors in File No.
4 190050 and incorporated herein by reference; and

5 WHEREAS, The Transportation Advisory Staff Committee, at its meeting of August 27,
6 2015, recommended approval of the Encroachments; and,

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

10 WHEREAS, After a public hearing on November 4, 2015, Public Works ("PW") issued
11 PW Order No. 184286, dated December 11, 2015, that approved at-risk Street Improvement
12 Permit No. 14ME-0023, which allowed Permittee to construct the Encroachments in advance
13 of Board of Supervisors action on the Major Encroachment Permit Maintenance Agreement
14 for the maintenance of the Encroachments; and

15 WHEREAS, In PW Order No. 200455, dated January 4, 2019, PW recommended to
16 the Board of Supervisors that it approve the Encroachments as constructed in accordance
17 with PW Permit No. 14ME-0023 and the Major Encroachment Permit Maintenance Agreement
18 (collectively, the "Permit"); and

19 WHEREAS, In PW Order No. 200455, the Director determined under Public Works
20 Code Section 786.7(f)(4) that the public right-of-way occupancy assessment fee shall be
21 waived because the Encroachments are associated with a Planning Commission In-Kind
22 Agreement; and

23 WHEREAS, In PW Order No. 200455, the Director also determined and City Engineer
24 certified that the annual maintenance cost for the Permit is \$23,790.00; and

1 WHEREAS, Copies of PW Order Nos. 184286 and 200455 and the Permit are on file
2 with the Clerk of the Board of Supervisors in File No. 190050 and incorporated herein by
3 reference; and

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

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

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

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

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

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

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

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

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

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

3 RESOLVED, The Board adopts the Environmental Findings in the Planning
4 Department Letter as its own; and be it

5 FURTHER RESOLVED, That the Board finds that the Permit is consistent with the
6 General Plan, and the eight priority policies of Planning Code, Section 101.1, for the reasons
7 set forth in Planning Commission Motion No. 19150; and, be it

8 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the
9 Board hereby grants revocable, personal, non-exclusive, and non-possessory permission to
10 the Permittee, 650 Indiana Street LLC, to occupy the public right-of-way with the
11 Encroachments and maintain said Encroachments under the terms of the Permit; and, be it

12 FURTHER RESOLVED, The Board accepts the recommendations of the PW Order
13 Nos. 184286 and 200455 and approves the Permit with respect to the Encroachments; and,
14 be it

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

18 FURTHER RESOLVED, The Board hereby accepts the irrevocable offer of
19 improvements, dated January 29, 2019, related to this Permit and dedicates said
20 improvements to public use subject to the Permittee's obligations and responsibilities under
21 this Permit; and, be it

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

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

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190050
SUBMITTED 01/2/19

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 19th Street)

650 Indiana Street, 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 on 19th Street and adjacent to Assessor's Lot 009 in Block 4041 more particularly described and depicted in Public Works Permit No. 14ME-0023 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 22nd day of January, 2019.

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 Cal.
On 22 JAN 19 before me, John Anthony Cavalli Notary Public,
personally appeared Robert Davidson
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.

650 Indiana Street, LLC
a Delaware limited liability company.

By: [Signature]
Name: Robert Davidson
Title: VP - Development

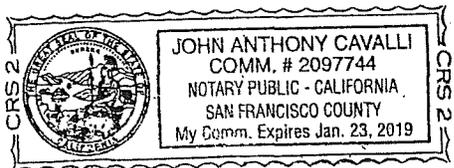


EXHIBIT 1

Permit Information

City and County of San Francisco



(415) 554-5810
FAX (415) 554-6161
<http://www.sfdpw.org>

Department of Public Works
Bureau of Street-Use and Mapping
1155 Market Street, 3rd Floor
San Francisco, CA 94103

NOTICE TO PROCEED (At-Risk)

Date: September 27, 2016

This Notice to Proceed is to authorize the construction of various improvements within the public right-of-way as described in the Major Encroachment Permit tentatively approved plan at the sole risk of the developer in anticipation of approval by the San Francisco Board of Supervisors.

Contractor/Developer/ Owner: 650 Indiana Street LLC

Project Address: 660-680 Indiana Street

Permit No.: 14ME-0023

Description: Construction in the portion of the 19th Street public right-of-way west of Indiana Street to its dead end at the Caltrans right-of-way/Highway 280 with a public plaza comprised of: a concrete slab on the 19th Street right-of-way from Highway 280 east to the curb line of the new 6 foot bulb-out with 2 curb ramps along the western portion of the 19th and Indiana Street intersection; concrete bleachers abutting Highway 280; fixed and mobile planter boxes; storm drainage system (all piping, cleanouts, sand traps, and air vents) from within the plaza area to the connection to the City's sewer main in Indiana Street; landscaping; trees; a light post.

Dear Sir/Madam,

You are hereby authorized to proceed at your own risk with construction of the subject Major Encroachment Permit with the following conditions:

- All work shall be performed per all applicable national, state, and local safety standards.
- All excavation work shall be per applicable Public Works Codes and Orders (i.e. Article 2.4 Excavation in the Public Right-of-Way), and per Exhibit A attached.
- No excavation shall be performed prior to contacting Underground Service Alert (USA)
- Contact Public Works – Bureau of Street-Use & Mapping inspection a minimum of seventy-two (72) hours in advance of starting work, 415-554-7149.

As the developer/contractor/owner, you acknowledge and accept the fact that all work performed shall be at your own risk (At-Risk) until such time Public Works determines the following conditions have been completed:

- Major Encroachment Permit 14ME-0023 approved by the Board of Supervisors
- Sidewalk Legislation Q-20-857

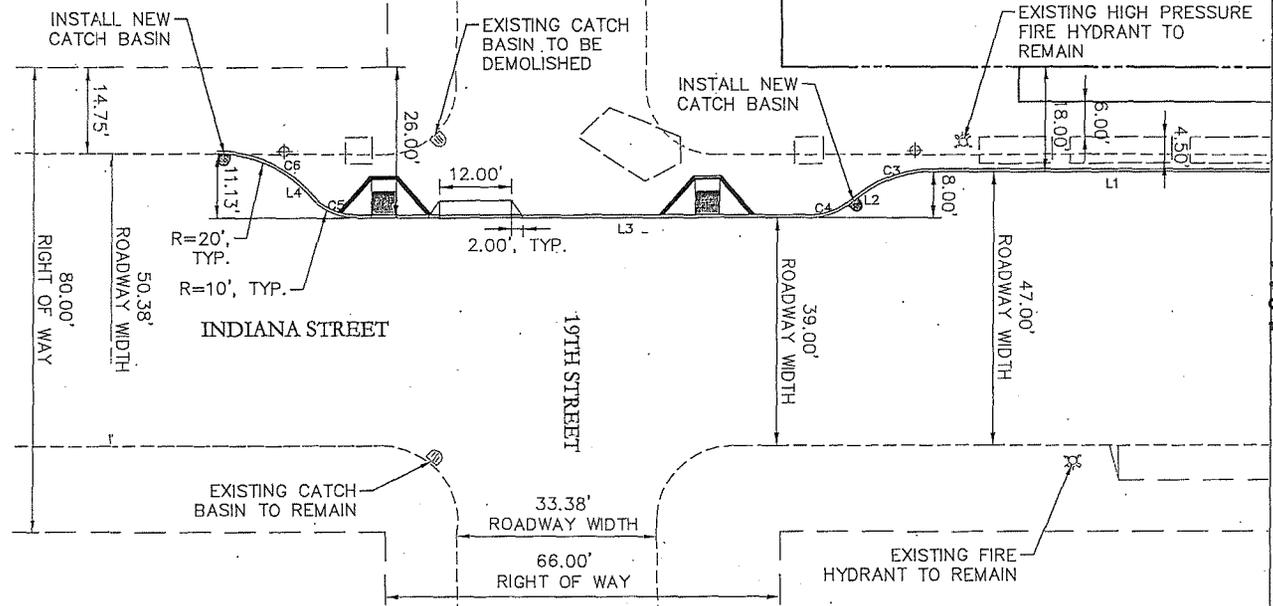
LOT 009, BLOCK 4041
41 PM 131-132

LINE	BEARING	DISTANCE
L1	S 03°10'18" E	344.02'
L2	S 43°56'52" E	1.38'
L3	S 03°10'18" E	76.00'
L4	S 45°09'42" E	1.86'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	20.00'	8.56'	24°32'02"
C2	10.00'	4.50'	25°46'09"
C3	20.00'	14.23'	40°46'34"
C4	10.00'	6.83'	39°08'57"
C5	10.00'	80.70'	46°14'11"
C6	20.00'	16.77'	48°02'45"

LEGEND

CURB LINE		EXISTING		PROPOSED
EXISTING CURB TO BE REMOVED				
PROPERTY LINE				
BACK OF SIDEWALK				
BACK OF LANDSCAPE				
FIRE HYDRANT				
CATCH BASIN				



REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY AND COUNTY SURVEYOR

DATE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

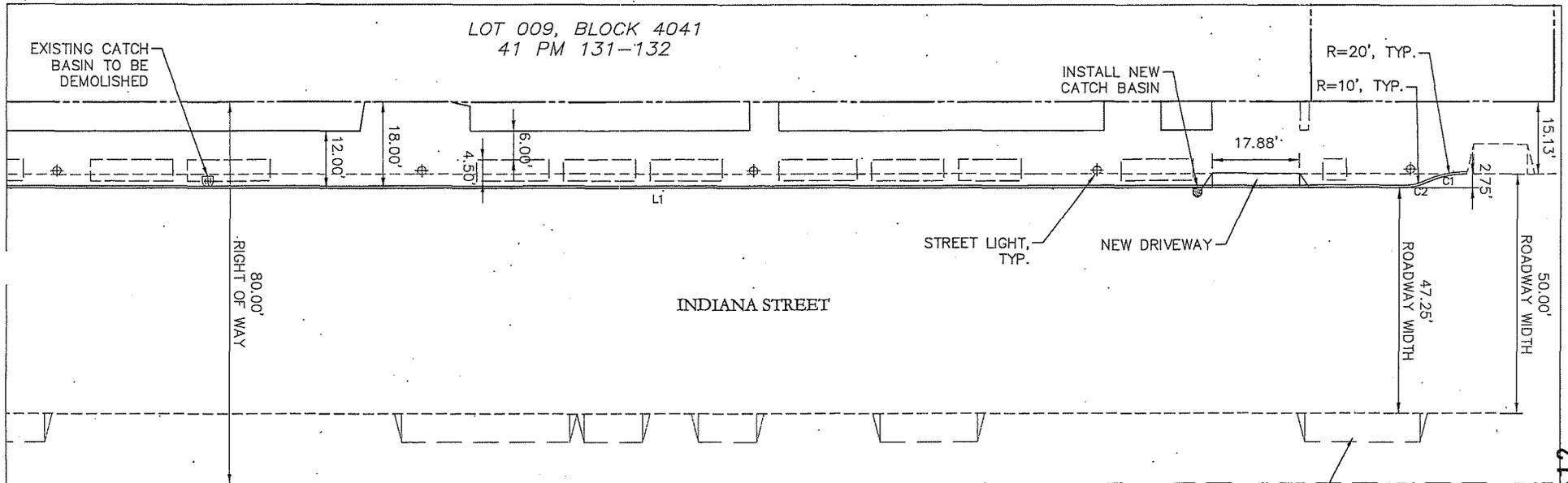
OFFICIAL SIDEWALK CHANGE OF INDIANA STREET AND 19TH STREET

FILE:

SHEET 2 OF 2

SCALE: 1:20

CHANGE



LOT 009, BLOCK 4041
41 PM 131-132

EXISTING CATCH
BASIN TO BE
DEMOLISHED

INSTALL NEW
CATCH BASIN

R=20', TYP.
R=10', TYP.

STREET LIGHT,
TYP.

NEW DRIVEWAY

INDIANA STREET

EXISTING
DRIVEWAY, TYP.

80.00'
RIGHT OF WAY

47.25'
ROADWAY WIDTH

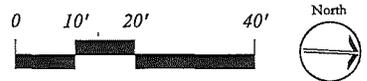
50.00'
ROADWAY WIDTH

LEGEND

	EXISTING	PROPOSED
CURB LINE		
EXISTING CURB TO BE REMOVED		
PROPERTY LINE		
BACK OF SIDEWALK		
BACK OF LANDSCAPE		
FIRE HYDRANT		
CATCH BASIN		

LINE	BEARING	DISTANCE
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REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY AND COUNTY SURVEYOR

DATE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE OF INDIANA STREET AND 19TH STREET

FILE: SHEET 1 OF 2 SCALE: 1:20 CHANGE

2191

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- C1.11 - OFFSITE DEMOLITION PLAN
- C1.12 - OFFSITE DEMOLITION PLAN
- C1.13 - OFFSITE DEMOLITION PLAN
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- C3.03 - UTILITY PLAN ARTS PLAZA
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- C4.02 - CONSTRUCTION DETAILS
- C4.03 - CONSTRUCTION DETAILS
- C4.04 - CONSTRUCTION DETAILS
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- L3.01s - LANDSCAPE LAYOUT PLAN - SOUTH BUILDING
- L3.02p - LANDSCAPE LAYOUT PLAN - ARTS PLAZA
- L3.04n - LANDSCAPE LAYOUT PLAN - NORTH BUILDING ENLARGED
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- L4.01s - PLANTING PLAN - SOUTH BUILDING
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- L4.03p - PLANTING PLAN - ARTS PLAZA
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- L6.08 - IRRIGATION DETAILS & WATER CALCULATIONS
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 - E0.02s - LIGHTING SCHEDULE
 - E1.00n - SITE PLAN ELECTRICAL
 - E1.00s - SITE PLAN ELECTRICAL
 - E2.01n - FIRST FLOOR POWER & SIGNAL PLAN - NORTH BUILDING 'M'
 - E2.10s - GARAGE FLOOR PLAN SOUTH POWER AND SIGNAL
 - E2.11s - FIRST FLOOR POWER & SIGNAL PLAN - SOUTH BUILDING 'O'
 - E3.01n - FIRST FLOOR PLAN LIGHTING - NORTH BUILDING 'M'
 - E3.10s - GARAGE FLOOR PLAN SOUTH - LIGHTING
 - E3.11s - FIRST FLOOR LIGHT PLAN - SOUTH BUILDING 'O'
- JOINT TRENCH:**
- UCT1.0 - COMPOSITE TRENCH DRAWING
 - UCT1.1 - COMPOSITE TRENCH DRAWING

PROJECT DESCRIPTION:

The proposed Project is a multi-family, mixed-use development on a single lot consisting of two separate 5-story buildings set on top of a common basement podium with a 75 car basement parking garage, tenant storage areas, and building service spaces. The entire Project would be Fully Sprinklered.

The southern building (the "O-Building", called so because of its shape in plan) is located at the corner of 19th Street and would contain 55 dwellings and a proposed street level commercial space to be developed as a "cold-shell", with future Tenant Improvement to be permitted separately. The northern building (the "M-Building", called so because of its shape in plan), will contain 61 dwelling units and some tenant storage space.

Project Address:
660-680 Indiana Street
San Francisco, CA 94107

Assessors Parcel Number:
Block 4041 & Lot 009

Parcel Area:
26,522 SF (0.609 Acres)

Zoning District:
UMU

PFAU GROUP
ARCHITECTURE



660 & 680 Indiana
MULTI-FAMILY RESIDENTIAL

SAN FRANCISCO, CALIFORNIA
BLOCK / LOT : 4041 / 009



Revisions & Submittals	
STREET IMPROVEMENT PERMIT SET	8/12/2014
STREET IMPROVEMENT PERMIT SET	2/18/2016
DPW CONSTRUCTION SET	3/07/2016
DPW CONSTRUCTION SET REVISED - REV 6/8/16	5/18/2016
BUILDING 'O' SOUTH	BUILDING 'M' NORTH
Drawn By	Checked By
Scale	Project Number
Date	1504
Title	
COVER SHEET	
Sheet	
A0.00	

ABBREVIATIONS

AB	AGGREGATE BASE	OH	OVERHEAD ELECTRIC
ABB	ABANDONED	(P)	PROPOSED
AC	ASPHALT DISCRETE	PA	PLANTED AREA
ADA	AREA DRAIN	PE	PEDESTRIAN
ADA	AMERICANS WITH DISABILITIES ACT	PGAE	PACIFIC GAS & ELECTRIC
BS	BOTTOM OF STEP	PIV	PISTON VALVE
BW	BOTTOM OF WALL / BACK OF WALK	PL	PROPERTY LINE
CAG	CLUB & GUTTER	POC	POINT OF CONNECTION
CB	CATCH BASIN	PRW	PRESSURIZED RAINWATER
CF	CUBIC FEET	PSI	POUNDS PER SQUARE INCH
CL	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
CO	CLEAN OUT	R, RAD	RADIUS
CONC	CONCRETE	NO	RELATIVE COMPACTION
CS	CRAWL SPACE	RPC	REINFORCED CONCRETE PIPE
DEMO	DEVOLUSH	REQD	REQUIRED
DI	DRAINAGE INLET	RET	RETURNED
DP	DUCTILE IRON PIPE	RM	TOP OF STRUCTURE GRATE/COVER
DS	DOWN SPOUT	ROW	RIGHT OF WAY
DW	DOMESTIC WATER	RW	RAINWATER
E	EAST	RWL	RAINWATER LEADER
(E), EX	EXISTING	P/MT	PAVEMENT
ED	ELECTRICAL BOX	S	SLOPE
EC	END CURVE	SEC	SEE ARCHITECTURAL PLANS
EL	ELEVATION	SD	STORM DRAIN
ELEC	ELECTRIC	SDE	SHERWOOD DESIGN ENGINEERS
EP	EDGE OF PAVEMENT	SDMH	STORM DRAIN MANHOLE
EVA	EMERGENCY VEHICLE ACCESS	SEP	SEE ELECTRICAL PLANS
FF	FACE OF CURB	SF	SQUARE FEET
FDS	FIRE DEPARTMENT CONNECTION	SLP	SEE LANDSCAPE PLANS
FCE	FINISHED FLOOR ELEVATION	SMR	SEE MECHANICAL PLANS
FM	FRESH GRADE	SPD	SEE PLUMBING DRAWINGS
FH	FIRE HYDRANT	SPRK	FW SPRINKLING LINE
FL	FLOWLINE	SQ	SQUARE
FS	FINISH SURFACE	SS	SANITARY SEWER
FT	FEET	SSP	SEE STRUCTURAL PLANS
FW	FIRE WATER	SSCO	SANITARY SEWER CLEAN OUT
HP	HIGH POINT	SSMH	SANITARY SEWER MANHOLE
HV	HEIGHT	ST	SEE STRUCTURAL PLANS
GB	GRADE BREAK	STD	STANDARD
GS	GAS METER	STM	STEAM
GV	GRADE VALVE	SW	SEWALK
GW	GRAY WATER	TS	TOP OF BANK
HO	HOSEBIB	TBD	TO BE DETERMINED
HDPE	HIGH-DENSITY POLYETHYLENE	TBM	TEMPORARY BENCHMARK
HP	HIGH POINT	TR	TO BE REMOVED
HT	HEIGHT	TC	TOP OF CURB
HV	HIGH VOLTAGE	TD	TRENCH DRAIN
INV	INVERT OF PIPE OR CHANNEL	TEL	TELEPHONE
IRR	IRRIGATION	TEMP	TEMPORARY
J	JUNCTION BOX	TG	TOP OF GRATE
JP	JOINT POLE	TP	TOP OF PAVEMENT
LA	LANDSCAPE ARCHITECT	TF	TOP OF FINISH
LF	LINEAR FEET	TW	TOP OF WALL
LP	LOW POINT	TY	TYPICAL
LX	MAXIMUM	UG	UNDERGROUND
MH	MANHOLE	U.G.N.	UNLESS OTHERWISE NOTED
MIN	MINIMUM	VERT	VERTICAL
N	NORTH	VF	VERIFY IN FIELD
NFC	NOT FOR CONSTRUCTION	W	WATER
NC	NOT IN CONTRACT	WALK	WALKWAY/SIDEWALK
NTS	NOT TO SCALE	WM	WATER METER
OC	ON CENTER	WS	WATER SURFACE

UNAUTHORIZED CHANGES AND USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGE TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL CONSTRUCTION HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS AND CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL OR CITY.

SHERWOOD DESIGN ENGINEERS, SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR, NOR FOR THE SAFETY OF PUBLIC OR CONTRACTORS EMPLOYEES, OR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPIING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF SHERWOOD DESIGN ENGINEERS, EXCEPT THAT ANY REGULATORY AUTHORITY MAY REPRODUCE AND TRANSMIT COPIES AS REQUIRED IN CONNECTION WITH PERFORMANCE OF OFFICIAL BUSINESS UNDER ITS JURISDICTION. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SHERWOOD DESIGN ENGINEERS, SHALL RENDER IT INVALID AND UNUSABLE.

GENERAL NOTES

- THE DESIGN SHOWN IN THESE DOCUMENTS WAS BASED ON THE FOLLOWING:
 - SAN FRANCISCO CODE OF ORDINANCES, DEVELOPMENT STANDARDS.
 - ALL GUIDELINES AS SET FORTH BY THE GEOTECHNICAL INVESTIGATION REPORTS:
 - GEOTECHNICAL EXPLORATION 650 INDIANA STREET, SAN FRANCISCO, CALIFORNIA, PROJECT NO. 731559001, PREPARED BY TREADWELL & ROLLO, A LANGAN COMPANY, DATED FEBRUARY 08, 2013.
 - THE GEOTECHNICAL REPORT IS PART OF THE WORKING DOCUMENTS AND THE CONTRACTOR SHALL FOLLOW ALL RECOMMENDATIONS OF THIS REPORT.
 - REQUIREMENTS OF ALL PERMITS APPLICABLE TO THIS PROJECT.
- TOPOGRAPHIC SURVEY AND BOUNDARY AS ILLUSTRATED ON THESE PLANS BY LUK & ASSOCIATES, DATED AUGUST 2012, AND SUPPLEMENTAL SURVEY PERFORMED AUGUST 2014.
- GENERAL CONSTRUCTION SHALL BE IN CONFORMANCE WITH CALTRANS STANDARD SPEC, LATEST EDITION (2013).
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF SAN FRANCISCO CONSTRUCTION DESIGN STANDARDS, SPECIFICATIONS AND DETAILS, WITH ADDITIONAL INSPECTION AND APPROVAL AS REQUIRED TO COMPLY WITH "CITY OF SAN FRANCISCO" AND/OR "STATE OF CALIFORNIA" STANDARD PLANS AND SPECIFICATIONS. ALL REVISIONS MUST BE APPROVED BY THE APPROPRIATE AGENCY PRIOR TO CONSTRUCTION.
- CONTRACTOR TO REVIEW AND CONFIRM COMPLIANCE WITH GREEN POINT RATING MEASURES OUTLINED IN THE GREEN POINT RATING CHECKLIST FOR NEW HOME MULTIFAMILY RATING SYSTEM VERSION 6.0 AS SHOWN IN SHEET AQ.14B.

GRADING NOTES

- ALL GRADING AND DRAINAGE TO COMPLY WITH RECOMMENDATIONS IN SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION 650 INDIANA STREET, SAN FRANCISCO, CALIFORNIA, PROJECT NO. 731559001 PREPARED BY TREADWELL & ROLLO, A LANGAN COMPANY, DATED FEBRUARY 08, 2013.
- ALL GRADING SHALL CONFORM WITH THE GRADING ORDINANCE.
- ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION, SURFACE PLANT GROWTH ONLY, WHICH DOES NOT EXCEED 4 INCHES IN HEIGHT.
- PRIOR TO COMMENCEMENT OF GRADING ON-SITE, CONTRACTOR SHALL GIVE GEOTECHNICAL CONSULTANT 48 HOUR ADVANCE NOTIFICATION. THE GEOTECHNICAL ENGINEER SHALL BE PRESENT FOR ALL GRADING ACTIVITIES AND SHALL PERFORM TESTING AS DEEMED NECESSARY.
- PERMANENT CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL (3H:1V) PER GEOTECHNICAL ENGINEER'S REPORT. TEMPORARY CUT SLOPES SHALL BE REVIEWED AND APPROVED BY GEOTECHNICAL ENGINEER.
- ALL RAMPS AND OTHER ACCESSIBLE ACCOMMODATIONS ARE INTENDED TO COMPLY WITH THE CURRENT STANDARDS AND REGULATIONS WITH DISABILITIES ACT (D.A.). THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IF ANY PROPOSED IMPROVEMENTS ARE NOT CONSISTENT WITH THE STANDARDS.
- GRADING OR ANY OTHER OPERATION THAT CREATES DUST SHALL BE STOPPED IMMEDIATELY IF DUST AFFECTS ADJACENT PROPERTIES, BUT INKED ONTO ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY AS DIRECTED BY A CITY INSPECTOR.
- THIS PLAN REFERENCES AN EXISTING TOPOGRAPHIC SURVEY PREPARED BY LUK & ASSOCIATES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHICAL INFORMATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE DUST CONTROL FOR THE PROJECT SITE TO PREVENT MIGRATION OF SOILS OUTSIDE THE PROJECT AREA. INDICATED WATERING SHALL BE PERFORMED WHEN WINDS EXCEED 10 MPH OR AS DIRECTED BY CITY REPRESENTATIVE. ALL DUST CONTROL IS CONSIDERED INCIDENTAL TO THE CONTRACT.
- CONTRACTOR SHALL USE RECLAIMED WATER FOR DUST CONTROL AND SOIL COMPACTION WHICH CAN BE OBTAINED FROM SPURF-WHE/SSO BY CONTACTING RECYCLEDWATER@SPURF-WATER.COM.
- WORK SHALL CONFORM WITH SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ORDER NO.179.84 REGARDING EXCAVATING AND RESTORING STREETS IN SAN FRANCISCO.

DRAINAGE NOTES

- DEVELOPER IS RESPONSIBLE FOR ALL NECESSARY DRAINAGE FACILITIES WHETHER SHOWN ON THE PLANS OR NOT AND HE OR HIS SUCCESSOR PROPERTY OWNERS ARE RESPONSIBLE FOR THE ADEQUACY AND CONTINUED MAINTENANCE OF THESE FACILITIES IN A MANNER WHICH PRECLUDES ANY HAZARD TO LIFE, HEALTH, OR DAMAGE TO ADJACENT PROPERTY.
- THE CITY & COUNTY ENGINEERING INSPECTOR SHALL INSPECT UNDERGROUND DRAINAGE IMPROVEMENTS PRIOR TO BACKFILL.

UTILITY NOTES

- ALL EXISTING UTILITIES ARE INDICATED AT THEIR HORIZONTAL LOCATION AND DEPTH BASED UPON SITE SURVEY AND RECORD INFORMATION, WHICH IS AVAILABLE TO THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATIONS, DEPTHS AND SIZES, AND SHALL NOTIFY UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION FOR ACTUAL FIELD LOCATION.
- CONTACT UNDERGROUND UTILITY LOCATOR TO HAVE UTILITIES LOCATED AND MARKED NOT LESS THAN 2 WORKING DAYS, AND NOT MORE THAN 14 WORKING DAYS PRIOR TO EXCAVATION.
- POTHOLE MAY BE REQUIRED IN SOME AREAS TO CONFIRM THAT MINIMUM REQUIRED CLEARANCES CAN BE ACHIEVED.
- PIPE MATERIALS AND METHODS OF INSTALLATION, INCLUDING TRENCH EXCAVATION AND BACKFILL, SHALL BE IN ACCORDANCE WITH THE APPLICABLE DETAILS PER PLAN AND WITH ALL APPLICABLE MANUFACTURER'S RECOMMENDATIONS.
- PIPES SHALL BE LAID TRUE TO PROPOSED LINE AND GRADE, WITH NO HORIZONTAL DEVIATIONS OR BELLEYS. ALL PIPE JOINTS SHALL BE TIGHT AND FULLY SEALED, SO AS TO ACHIEVE WATER-TIGHT OR SOIL-TIGHT JOINTS, AS APPROPRIATE FOR THE SPECIFIC PIPE TYPE.
- CONTRACTOR SHALL COORDINATE EXACT HORIZONTAL AND VERTICAL LOCATION OF PROPOSED ON-SITE UTILITY SERVICES WITH GROUND LEVEL PLUMBING PLAN, IF AVAILABLE, PRIOR TO SERVICE LATERAL INSTALLATION.
- ALL MATERIALS AND METHODS OF CONSTRUCTION OF SANITARY SEWERS SHALL CONFORM TO THE SPECIFICATIONS OF THE CITY AND COUNTY OF SAN FRANCISCO. INSPECTION OF SANITARY SEWER WORK SHALL BE DONE BY SHJ JURISDICTION.
- PROPOSED UTILITY STRUCTURES SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS, AND SHALL BE INSTALLED VERTICALLY PLUMB ON A FULLY COMPACTED BASE.
- STRUCTURES SHALL BE BACKFILLED IN ACCORDANCE WITH THE APPLICABLE DETAIL PER PLAN, AND THE TOP OF EACH STRUCTURE SHALL BE SET 50 ALL EXPOSED PORTIONS (FRAME, GRATE, COVER, ETC.) CONFORM TO ADJACENT GRADE UNLESS OTHERWISE NOTED.

UTILITY NOTES CONT.

- ALL WORK PERFORMED TO RESET EXISTING UTILITY BOXES OR STRUCTURES TO PROPOSED GRADE SHALL BE IN ACCORDANCE WITH THE RESPECTIVE OWNER'S (UTILITY COMPANY OR AGENCY) STANDARDS AND REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING EACH UTILITY OWNER'S APPROVAL UPON COMPLETION, AS APPLICABLE IN THE EVENT AN EXISTING UTILITY IS BROKEN OR OTHERWISE DAMAGED BEYOND THE POINT OF REUSE, IT SHALL BE REPLACED OR REPROFITTED AS DIRECTED BY THE RESPECTIVE UTILITY OWNER.
- IF A UTILITY OWNER REQUIRES THAT ALL WORK RELATING TO A SPECIFIC BOX, RETROFIT OR REPLACEMENT BE EXECUTED BY ITS OWN FORCES OR BY A SEPARATE, UTILITY-CERTIFIED CONTRACTOR, THE CONTRACTOR SHALL PROVIDE INFORMATION TO AND COORDINATE WITH THAT OWNER, TO THE EXTENT NECESSARY TO FULLY FACILITATE THE RECONSTRUCTION WORK.
- HYDROSTATIC PRESSURE TESTING SHALL BE PERFORMED UNDER DIRECTION OF CITY INSPECTOR.

CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
 - THE PROJECT CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
 - CITY AND COUNTY OF SAN FRANCISCO APPLICABLE CODES, STANDARD PLANS AND SPECIFICATIONS.
 - STANDARDS OF THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OFFICE OF STANDARDS AND RULES OF THE STATE DIVISION OF INDUSTRIAL SAFETY.
 - REQUIREMENTS OF ALL PERMITS APPLICABLE TO THIS PROJECT.
 - ALL GUIDELINES AS SET FORTH BY THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS PROJECT "GEOTECHNICAL EXPLORATION 650 INDIANA STREET, SAN FRANCISCO, CALIFORNIA, PROJECT NO. 731559001" PREPARED BY TREADWELL & ROLLO, A LANGAN COMPANY, DATED FEBRUARY 08, 2013. GEOTECHNICAL REPORT SHALL BE REVIEWED FIRST BY THE OWNER, ARCHITECT AND THE CONTRACTOR SHALL FOLLOW ALL RECOMMENDATIONS OF THIS REPORT.

IN CASE OF CONFLICTS BETWEEN ANY OF THE ABOVE, THE MOST STRINGENT SHALL GOVERN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND REVIEWING THE ABOVE DOCUMENTS.

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM OTHER REGULATORY AGENCIES FOR PROJECTS WITHIN SENSITIVE AREAS OR WHICH HAVE SIGNIFICANT STORAGE POLLUTION POTENTIAL.
- CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THIS PLAN. CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND THE METHODS NEEDED FOR PROPER PERFORMANCE OF WORK.
- CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE-GROUND AND UNDERGROUND, AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ANY CURRENTLY APPLICABLE SAFETY LAWS OF THE REGULATORY BODY HAVING JURISDICTION OVER THE PROJECT SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND SHALL NOTIFY THE ENGINEER OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN PERMISSION OVER SCALED DIMENSIONS.
- SHERWOOD DESIGN ENGINEERS AND THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED IN WRITING BY THE CONTRACTOR OF ANY IDENTIFIED CONDITIONS THAT REQUIRE DEVIATIONS FROM THESE PLANS AND/OR SPECIFICATIONS. ANY REVISIONS TO THE IMPROVEMENT PLANS WILL BE PROVIDED IN ACCORDANCE WITH THE PROJECT DOCUMENTS.
- ANY DISCREPANCIES OR OMISSIONS FOUND IN THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE CIVIL ENGINEER IMMEDIATELY. THE CIVIL ENGINEER WILL CLARIFY OMISSIONS OR DISCREPANCIES IN WRITING WITHIN A REASONABLE TIME.
- CONTRACTOR SHALL VISIT THE SITE, EXAMINE AND NOTE ALL EXISTING CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK INVOLVED.
- CONTRACTOR SHALL EXERCISE CARE WHEN WORKING NEAR EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ALL DAMAGE, BREAKAGE, OR LEAKS CAUSED BY THE WORK.
- WHERE EXISTING ABANDONED UNDERGROUND UTILITIES ARE ENCOUNTERED AND ARE IN CONTACT WITH WORK ASSOCIATED WITH THIS CONTRACT, THE CONTRACTOR SHALL CONTACT UTILITY OWNER, CONFIRM ABANDONMENT, THEN REMOVE SUCH UTILITIES AS NEEDED AND DISPOSE OF THE MATERIAL ACCORDING TO THE LATEST OSHA REGULATIONS AND THE CITY AND COUNTY OF SAN FRANCISCO REQUIREMENTS.
- GRADE AND COMPACT EXISTING AREA IN THE VICINITY OF NEW CONSTRUCTION TO DRAIN AND TO PREVENT TRIPPING HAZARD. SITE TO BE PREPARED, GRADED AND COMPACTED AS OUTLINED IN THE GEOTECHNICAL INVESTIGATION REPORT.
- ALL APPROPRIATE EROSION CONTROL MEASURES SHALL BE IN PLACE BY THE START OF CONSTRUCTION PER THE SITE SPECIFIC EROSION CONTROL PLAN AND/OR SWPPP. ALL WEATHER EROSION CONTROL PROVISION SHALL BE IMPLEMENTED NO LATER THAN THE COMMENCEMENT OF CONSTRUCTION. EROSION CONTROL MEASURES SHALL REMAIN UNTIL NO EARLIER THAN APRIL 15, CONDITIONS OF CONTRACTOR'S SWPPP SHALL BE FOLLOWED AT ALL TIMES THROUGH THE YEAR. REFER TO EROSION CONTROL PLANS/DETAILS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR SHALL OBTAIN AN O.S.H.A. PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE CONSTRUCTION OF TRENCHES OR EXCAVATIONS WHICH ARE 3' OR DEEPER. ALL TRENCHES 3' IN DEPTH OR GREATER SHALL BE SHORED AND BRACED ACCORDING TO STATE LAW.
- CONTRACTOR IS RESPONSIBLE FOR BARRICADES, FLAG MEN AND LIGHTS AS MAY BE REQUIRED AT THE SITE.
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE SIMILAR TO THAT INDICATED OR NOTED FOR SIMILAR CONDITIONS AND CASES OF CONSTRUCTION ON THIS PROJECT. REFER TO NOTES AND DETAILS TO SPECIFICATIONS AND LOCATIONS SHALL NOT LIMIT THEIR APPLICABILITY.
- CONTRACTOR SHALL COORDINATE ALL WORK, INCLUDING SUBCONTRACTOR'S WORK, SO AS TO ELIMINATE CONFLICTS AND WORK TOWARDS THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT WITHIN THE SPECIFIED PERIOD.
- CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, UTILITIES AND SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERE TO.
- AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, AND HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONTAIN DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY THE DUST FROM HIS OR HER SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT.



CONSTRUCTION NOTES CONT.

- CONTRACTOR SHALL PROVIDE ALL NECESSARY PUBLIC SAFETY DEVICES IN ACCORDANCE WITH CURRENT CALTRANS TRAFFIC CONTROL STANDARDS INCLUDING, BUT NOT LIMITED TO, LIGHTS, SIGNS, BARRICADES, AND FLAG PERSONS. IN ADDITION, TEMPORARY FENCING SHALL BE PROVIDED ALONG ALL PROPERTY LINES AS DIRECTED BY THE CITY OF SAN FRANCISCO.
- GEOTECHNICAL ENGINEER SHOULD OBSERVE PLACEMENT AND COMPACTION OF FILL, BEDDING AND UTILITY TRENCH BACKFILL. SITE GRADING, SHORING AND TRENCHING STABILITY.
- ALL DEBRIS AND UNSUITABLE MATERIAL WITHIN THE AREA OF WORK, WHICH IS NOT INCORPORATED IN THE WORK, SHALL BE REMOVED TO A LEGAL DUMPSTIC AT THE EXPENSE OF THE CONTRACTOR.
- ALL EXCAVATIONS SHALL BE ADEQUATELY SHORED AND BRACED SO THAT ADJACENT STRUCTURES AND DAMAGE RESULTING FROM INADEQUATE SHORING OR BRACING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OWN EXPENSE. APPROPRIATE SHORING SHALL BE IN PLACE FOR TRENCHES GREATER THAN 5 FEET IN DEPTH AND IN CONFORMANCE.

SHEET INDEX

C0.00	CIVIL NOTES, LEGEND & ABBREVIATIONS
C0.01	ON-SITE DEMOLITION PLAN (FOR REFERENCE ONLY)
C0.11	OFF-SITE DEMOLITION PLAN
C0.12	OFF-SITE DEMOLITION PLAN
C2.00	SITE PLAN
C2.01	CURB & GUTTER GRADING PLAN (BUILDING 'M')
C2.02	CURB & GUTTER GRADING PLAN (BUILDING 'O')
C2.03	LEGEND OF NOTES
C3.01	UTILITY PLAN (BUILDING 'M')
C3.02	UTILITY PLAN (ARTIS PLAZA)
C4.01	CONSTRUCTION DETAILS
C4.02	CONSTRUCTION DETAILS
C4.03	CONSTRUCTION DETAILS
C4.04	CONSTRUCTION DETAILS
C4.05	CONSTRUCTION DETAILS
C5.00	EROSION CONTROL PLAN

PAU SHOT ARCHITECTURE

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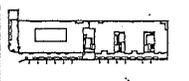
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680 Indiana
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 BLOCK / LOT : 40417/009



Revisions & Submittals

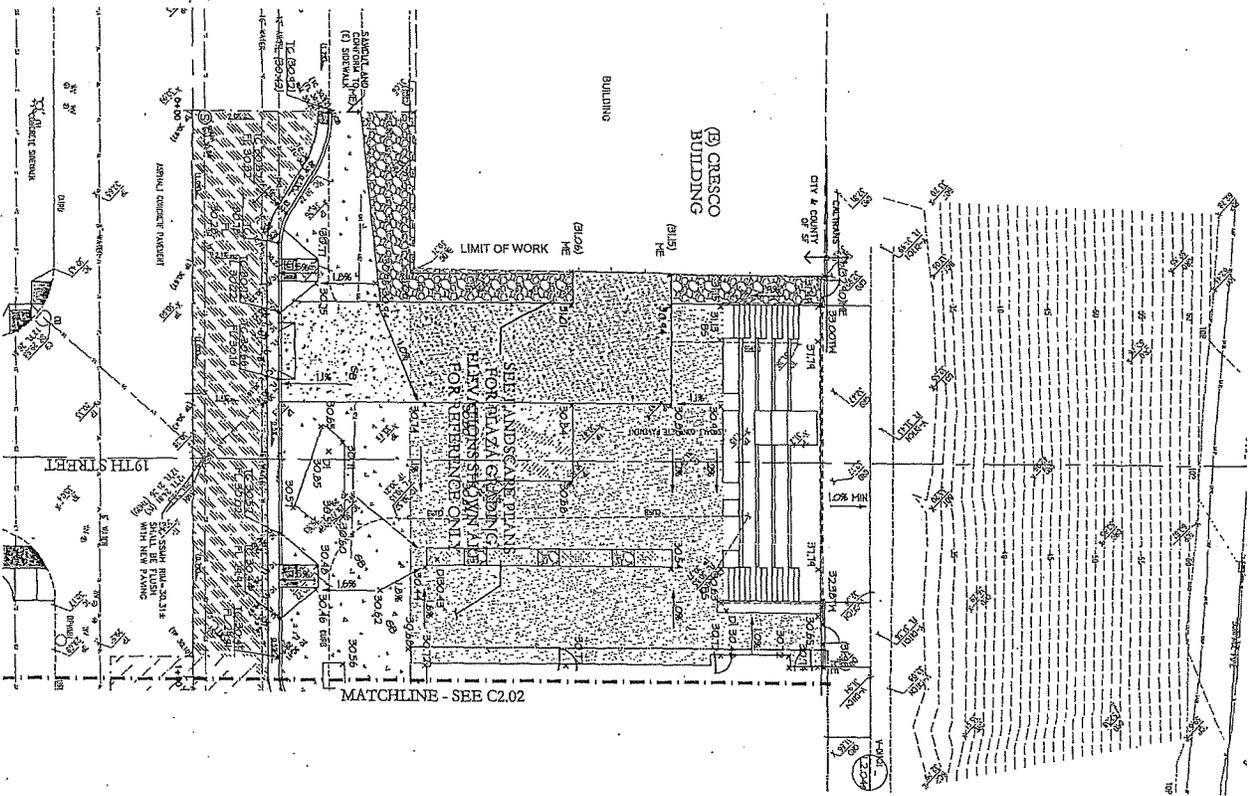
DPW PERMIT SET	10.30.15
CONFORM SET	12.02.16
STREET IMPROVEMENT PERMIT PLAN CHECK	12.02.15
ADDENDUM NO. 3 DBI REVISION	01.18.16
DPW CONSTRUCTION SET	03.07.16
DPW CONSTRUCTION SET REVISED	05.16.16
DPW CONSTRUCTION SET REVISED	06.23.16



Drawn By: AG
 Checked By: CT
 Scale: Project Number: N.T.S., 12-324
 Date: 05.16.16

THE CIVIL NOTES, LEGEND & ABBREVIATIONS

Sheet **C0.01**



LEGEND

SYMBOL	DESCRIPTION
(---)	STATION LINE
(---)	CENTRILINE
(---)	GUTTER
(---)	GUTTER
(---)	PROPERTY LINE
(---)	RIGHT OF WAY
(---)	SAWTOOTH
(---)	FINISH FLOOR ELEVATION
(---)	SPOT GRADE
(---)	CONFORM TO (E) GRADE
(---)	SLOPE HATCHES
(---)	PARKING SIGN
(---)	LIGHT, SLP.
(---)	STREET SIGN CATCH BASIN
(---)	GRIND & DREINLAY AC PER 02/21/01
(---)	ASPHALT CONCRETE PER 01/21/01
(---)	AC DEPTH PER 02/21/01
(---)	PRECASTMAN CONCRETE PAVING, SLP.
(---)	PRECASTMAN CONCRETE PAVING (NO REBAR), SLP.
(---)	LANDSCAPE PLANTING, SLP.
(---)	FLOOR-TIMU PLANTER, SLP.
(---)	VEHICULAR CONCRETE PAVING
(---)	VEHICULAR CONCRETE PAVING (NO REBAR) PER 02/21/01
(---)	STRUCTURAL CONCRETE PAVING PER 02/21/01
(---)	BRIDGE BENT, SLP.
(---)	PAVEDAS PAVING, SLP.



C2.03

CONTRACT NO.	680 INDIANA
PROJECT NUMBER	11/17/2013
DATE	11/17/2013
SCALE	AS SHOWN
DESIGNER	KENNEDY
CHECKED BY	CT
DATE	11/17/2013
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DATE	11/17/2013
SCALE	AS SHOWN
DESIGNER	KENNEDY
CHECKED BY	CT
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DATE	11/17/2013
SCALE	AS SHOWN
DESIGNER	KENNEDY
CHECKED BY	CT
DATE	11/17/2013

680 Indiana
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1617

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1619

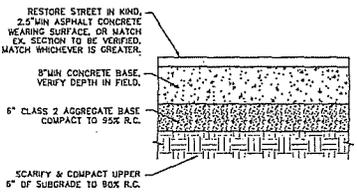
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ADDENDUM NO. 3 CIVIL REVISION	01.19.16
DPW CONSTRUCTION SET	03.07.16
DPW CONSTRUCTION SET REVISED	05.18.16
DPW CONSTRUCTION SET REVISED Rev Post	06.23.16



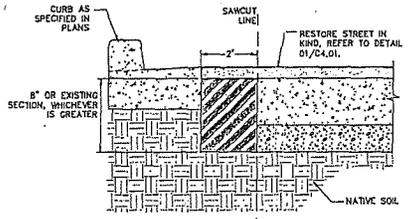
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AG	CT
Scale	Project Number
N.T.S.	12-124
Date	
05.18.16	

CONSTRUCTION DETAILS

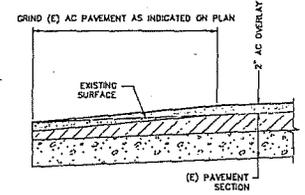
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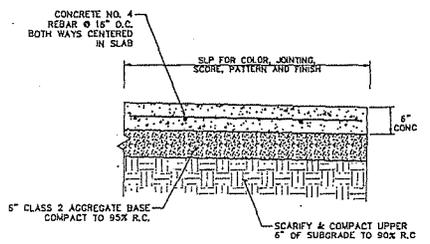
01 AC PAVING
SCALE: NTS



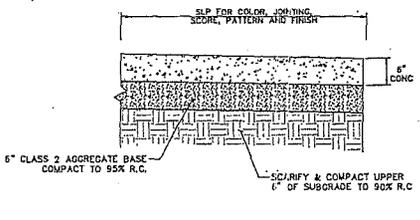
02 AC DEEP LIFT
SCALE: NTS



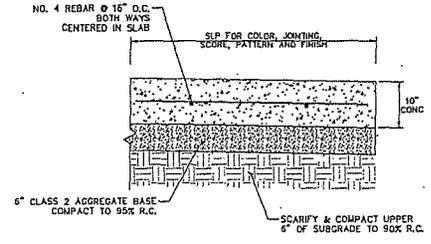
03 AC GRIND & OVERLAY
SCALE: NTS



04a VEHICULAR CONCRETE PAVING
SCALE: NTS

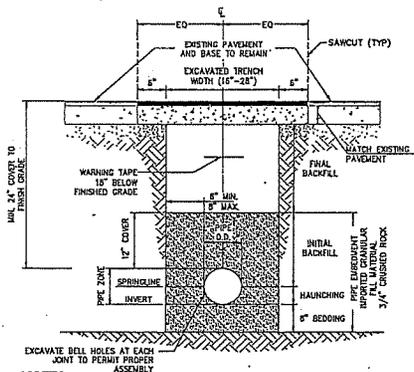


04b VEHICULAR CONCRETE PAVING (NO REBAR)
SCALE: NTS



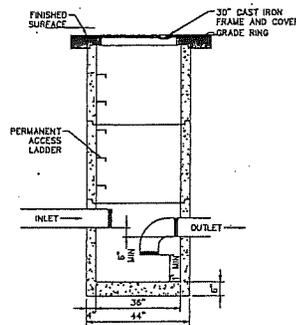
05 STRUCTURAL CONCRETE PAVING
SCALE: NTS

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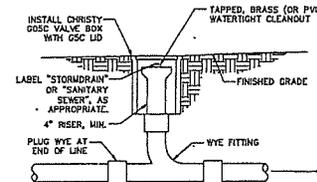
- EXCAVATE BELL HOLES AT EACH JOINT TO PERMIT PROPER ASSEMBLY
- NOTES:**
1. USE GRANULAR FILL MATERIAL 3/4" CRUSHED ROCK FOR BEDDING, HAUNCHING AND INITIAL BACKFILL MATERIAL. SAND MATERIAL SHALL BE COMPACTED TO 95% PROCTOR DENSITY.
 2. FINAL BACKFILL SHALL CONSIST OF EXCAVATED NATIVE SOIL WHERE SUITABLE FOR FILL, COMPACTED TO 95% PROCTOR DENSITY IN NON-TRAFFIC AREAS IF EXCAVATED MATERIAL IS NOT SUITABLE, USE IMPORTED GRANULAR MATERIAL 3/4" CRUSHED ROCK AS APPROVED BY GEOTECHNICAL ENGINEER.
 3. BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED 6" MAXIMUM.

01 TRENCH DETAIL SCALE: 1/8" = 1'-0"

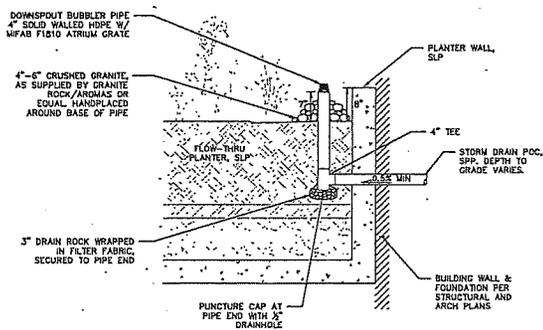


- NOTES:**
1. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS, ASTM C-478 AND AASHTO M185.
 2. FLAT TOPS AND BASE SLABS ARE DESIGNED FOR AASHTO HS-20 WHEEL LOADING
 3. STRUCTURE WALL THICKNESS REINFORCEMENT & DESIGN BY PRECAST MANUFACTURER.
 4. INLET/OUTLET PIPING SHALL BE PER CCDF DPW STD AND SPECIFICATIONS.

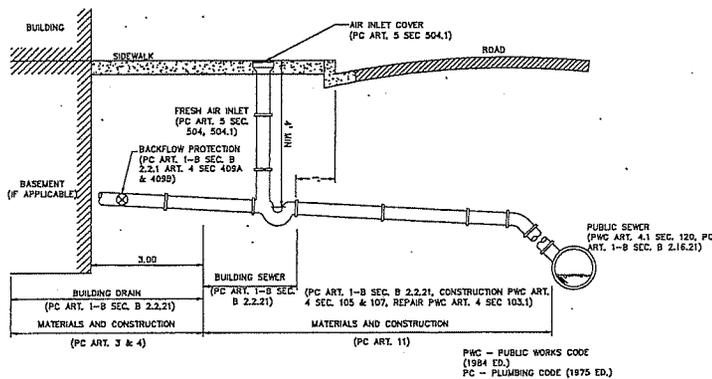
02 SAND TRAP SCALE: 1/8" = 1'-0"



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



04 DOWNSPOUT BUBBLER SCALE: 1/8" = 1'-0"



05 TYPICAL AIR TRAP SCALE: 1/8" = 1'-0"

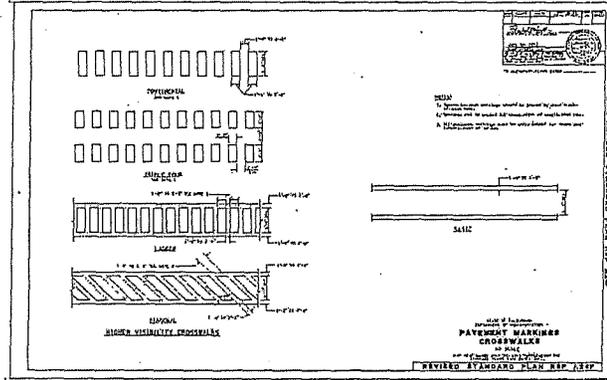
Revisions & Submittals	
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CONFORM SET	12.02.15
STREET IMPROVEMENT PERMIT PLAN CHECK	12.02.15
ADDENDUM NO. 3 05/ REVISION	01.16.16
DPW CONSTRUCTION SET	02.07.16
DPW CONSTRUCTION SET REVISED	05.16.16
DPW CONSTRUCTION SET REVISED	06.23.16
Key Plan	



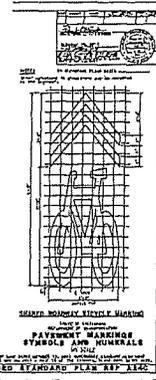
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AG	CT
Scale	Project Number
N.T.S.	12-124
Date	
05/16/16	

CONSTRUCTION DETAILS

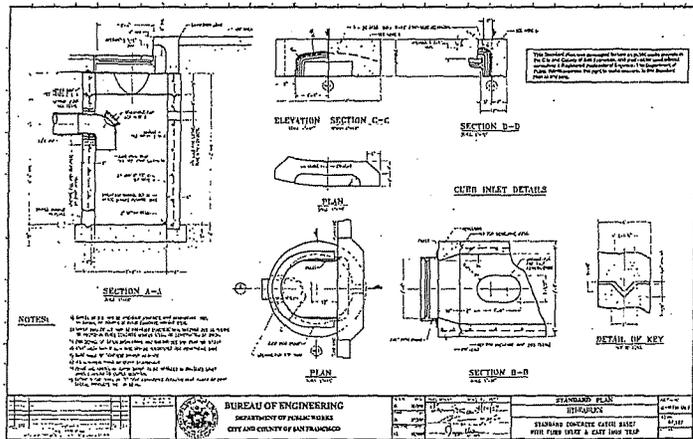
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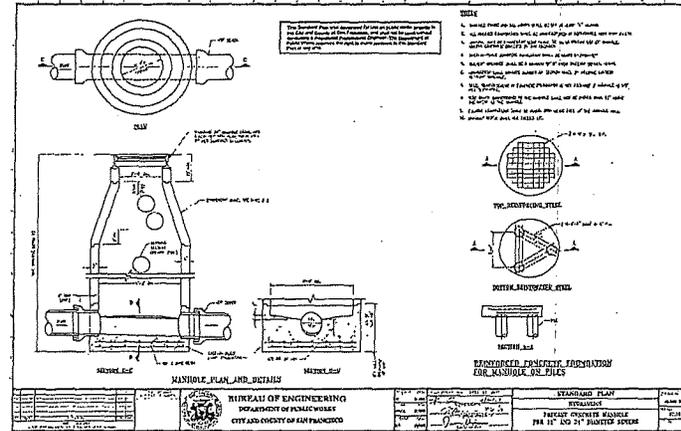
01 STANDARD PAVEMENT MARKINGS: CROSSWALKS
SCALE: NTS



02 STANDARD PAVEMENT MARKINGS SYMBOLS & NUMERALS: SHARED ROADWAY BICYCLE MARKING
SCALE: NTS



03 STANDARD CONCRETE CATCH BASIN WITH CURB INLET & CAST IRON TRAP
SCALE: NTS



04 PRECAST CONCRETE MANHOLE FOR 12" AND 24" DIAMETER SEWERS
SCALE: NTS

PFAU SHOOT
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Kennedy
ARCHITECTS

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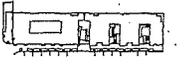
680 Indiana
MULTI-FAMILY RESIDENTIAL
SAN FRANCISCO, CALIFORNIA
BLOCK / LOT : 4041 / 009

1621



Revisions & Submittals

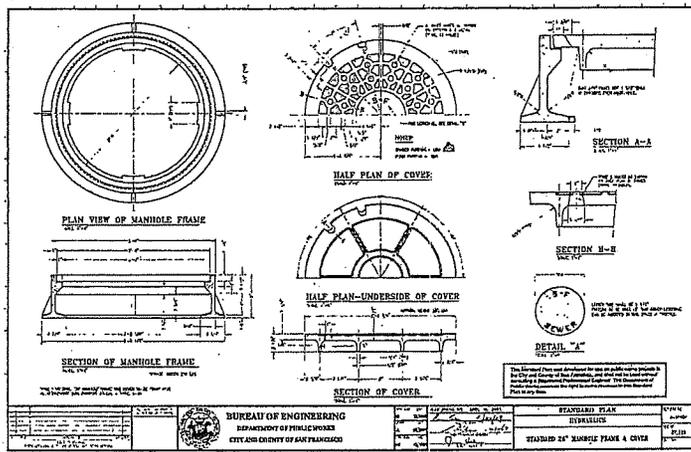
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STREET IMPROVEMENT PERMIT PLAN CHECK	12.02.16
ADDENDUM NO. 3 DBI REVISION	01.19.16
DPW CONSTRUCTION SET	03.07.16
REVISION	03.10.16
DPW CONSTRUCTION SET	08.23.16
NOV FILE	



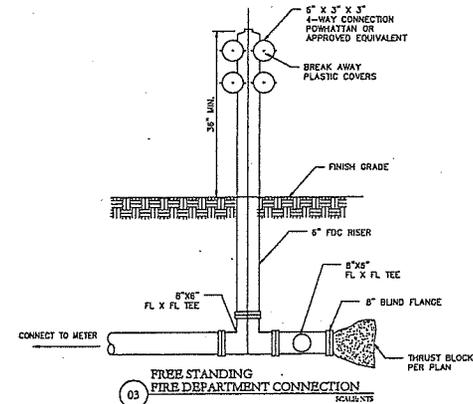
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Scale	N.T.S.	Project Number	12-724
Date	05.18.16		

Title
CONSTRUCTION DETAILS

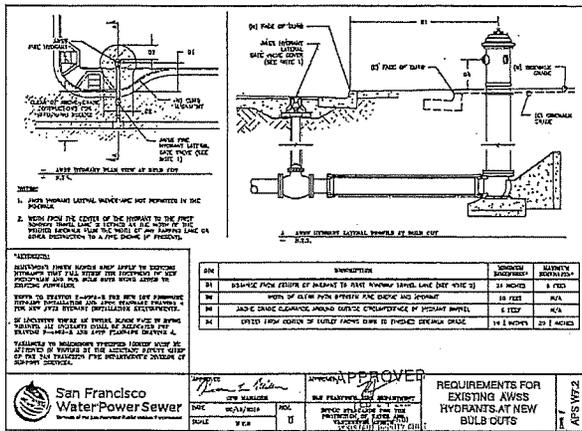
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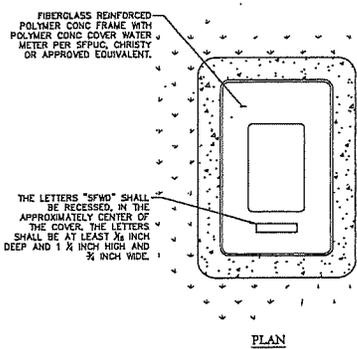
02 STANDARD 24" MANHOLE FRAME & COVER
SCALE: NTS



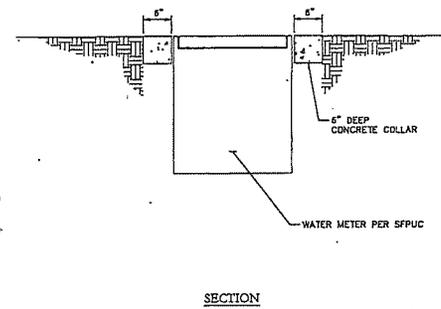
03 FREE STANDING FIRE DEPARTMENT CONNECTION
SCALE: NTS



04 REQUIREMENTS FOR AWSS HYDRANTS AT NEW BULB OUTS
SCALE: NTS



05 TYPICAL WATER METER IN LANDSCAPE
SCALE: NTS



PF&J
ARCHITECTURE
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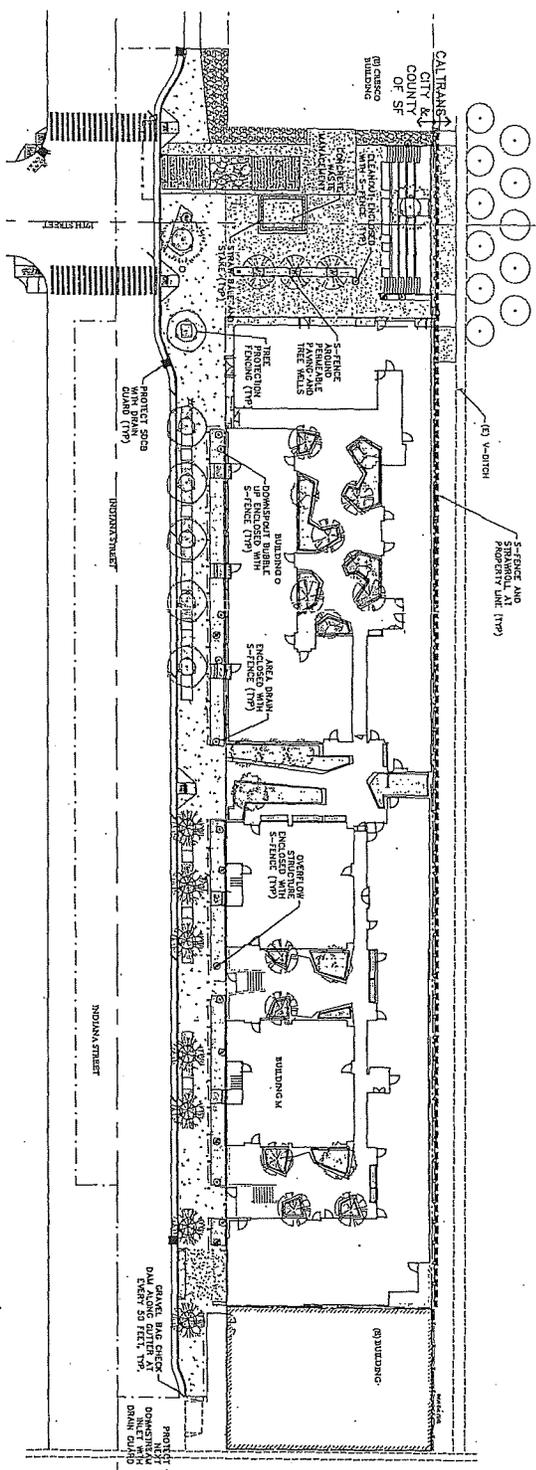


Revisions & Submittals

NO.	DATE	DESCRIPTION
1	10.30.15	DPW PERMIT SET
2	12.02.15	CONFORM SET
3	12.02.15	STREET IMPROVEMENT PERMIT PLAN CHECK
4	01.16.16	ADDENDUM NO. 3 DBI REVISION
5	03.07.16	DPW CONSTRUCTION SET
6	05.16.16	DPW CONSTRUCTION SET REVISION
7	05.23.16	DPW CONSTRUCTION SET REVISION New Plan

Drawn By: AG
Checked By: CI
Scale: N.T.S.
Project Number: 12-324
Date: 12.16.15
Title: CONSTRUCTION DETAILS

Sheet: C4.05



EROSION CONTROL NOTES

1. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO... (text continues)
2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED DURING AS WELL AS... (text continues)
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED... (text continues)
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS... (text continues)
5. ALL LOGS, SOIL, AND OTHERS SHALL BE REMOVED FROM THE STREET AREAS... (text continues)
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY MAINTENANCE OF THESE FACILITIES... (text continues)
7. DURING THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF FRESH MATERIAL... (text continues)
8. DURING PERIODS WHEN STORMS ARE FORECASTED... (text continues)
9. EXCAVATED SITES SHOULD NOT BE PLACED IN SLOTTES OR ON PAVED AREAS... (text continues)
10. WHEN SEDIMENT RIGS, GRAVEL, STABILIZED SAND, SILT FENCE, OR OTHER EROSION CONTROL... (text continues)
11. AS A PART OF THE EROSION CONTROL MEASURES UNDERGROUND STORM DRAIN ADAPTERS AND... (text continues)
12. IT IS RECOMMENDED THAT ERIC-5-FENCE OR COMPARABLE PRODUCTS BE USED IN PLACE OF... (text continues)
13. ALL GRAVED AREAS INCLUDING BUT NOT LIMITED TO CUT AND FILL, STREETS, PARKING... (text continues)
14. PRIOR TO PLACING AND/OR REPAIRING SHALL BE PROTECTED PER PLAN AFTER GRADING OF... (text continues)
15. TO PREVENT EROSION ON GRAVED AREAS ALL GRAVED AREAS SHALL BE PROTECTED... (text continues)
16. ALL CUT AND FILL AREAS SHALL BE PROTECTED TO PREVENT OVERBANK EROSION... (text continues)
17. APPLY ASBESTOS DUST LOCK TO ALL GRAVED AREAS, INCLUDING, BUT NOT LIMITED TO, CUT AND FILL... (text continues)
18. BARRICADES AND TEMPORARY STOPPAGES SHALL BE PROVIDED WITH APPROPRIATE EROSION... (text continues)
19. SANDBAGS SHALL BE STOCKPILED ON SITE AND PLACED AT INTERVALS SHOWN ON EROSION... (text continues)
20. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING SAFETY OF VEHICLES OPERATING IN ROADWAY... (text continues)
21. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION... (text continues)
22. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION... (text continues)
23. WHEN POSSIBLE WORK SHOULD BE CONDUCTED DURING PERIODS OF NO FLOW OR LOW-FLOW... (text continues)
24. PRE-WHITE LIME BE USED IN PLACE OF S-FENCE EXCEPT FOR PERMITS PROTECTION AND TOP... (text continues)
25. HYDRO STABILIZATION SHALL BE USED IN PLACE OF S-FENCE EXCEPT FOR PERMITS PROTECTION AND TOP... (text continues)
26. CONTRACTOR SHALL USE RECLAIMED WATER FOR DUST CONTROL AND SOIL COMPACTION WHICH CAN... (text continues)

LEGEND

EXISTING	PROPOSED
CENTRAL	CONSTRUCTION ENTRANCE/EXIT
CURB	SLOPE PROTECTION-HYDRO-SEED
DRAINAGE	THICK TREE WASH AREA
PROPERTY LINE	SMALL AC
CONSTRUCTION ENTRANCE/EXIT	S-FENCE
SLOPE PROTECTION-HYDRO-SEED	STRAW ROL
THICK TREE WASH AREA	THREE PROTECTION FENCE
SMALL AC	DESIGN HARDWOOD
S-FENCE	GRAVEL DAND / CHECK DAM
STRAW ROL	
THREE PROTECTION FENCE	
DESIGN HARDWOOD	
GRAVEL DAND / CHECK DAM	



880 Indiana
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BLOCK / LOT : 4041/009

1623

SHERWOOD
SENIOR ENGINEER
REGISTERED PROFESSIONAL ENGINEER
NO. 10154

KEMMERT
REGISTERED PROFESSIONAL ENGINEER
NO. 10154

PRELIMINARY

DATE: 01/15/15

PROJECT NUMBER: 1623

SCALE: AS SHOWN

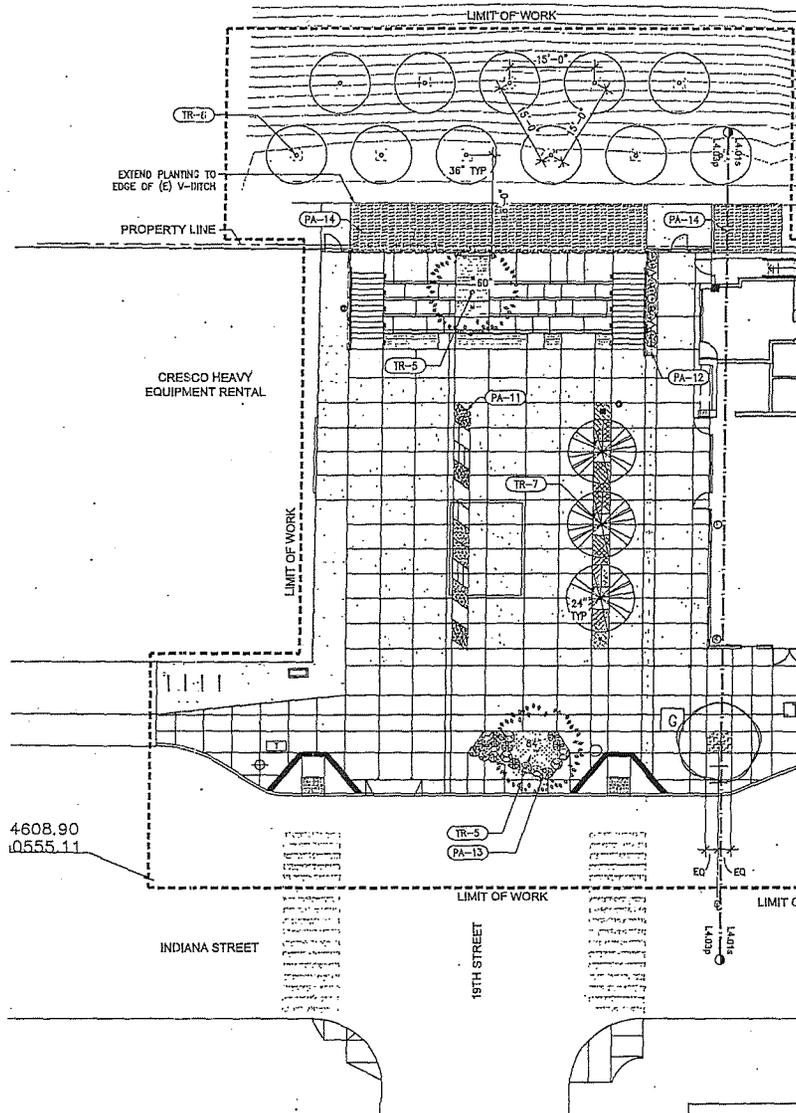
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EROSION CONTROL PLAN

DATE: 01/15/15

PROJECT NUMBER: 1623

SCALE: AS SHOWN



PLANTING SCHEDULE

SYMBOL	TAB	Latin Name
TREES		
	TR-5	QUERCUS AGRIFOLIA
	TR-6	CUPRESSUS MACROCARPA
	TR-7	FRAXINUS ANGUSTIFOLIA 'RAYWOOD'
SHRUBS / GROUNDCOVERS / VINES		
	PA-11	MOBILE PLANTERS
	PA-12	ARTEMISIS 'YOH'
	PA-12	ERHEVERIA 'ANTERLEY'
	PA-12	ERHEVERIA SERRATA
	PA-12	SEDUM RUPESTRE 'LEWIS CORAL'
	PA-12	ALOE 'BLUE ELF'
	PA-12	ALOE POLYPHYLLO
	PA-12	NORTH SIDE OF BLEACHER
	PA-12	LIMNOCYBA HILDEBRANDIANA
	PA-13	KANPOTYA 'SHIRAZ SCEPTRE'
	PA-13	STREET SIDE PLANTER
	PA-14	BOURLEAIA GRACILIS 'BLONDE AURORE'
	PA-14	URSUS INDIGULSANA
	PA-14	CALYPSO UNDERSTORY PLANTING
	PA-14	ADAME AMERICANA

PFAU
ARCHITECTURE

Kennedy
LANDSCAPE ARCHITECTURE

CMG
CONSTRUCTION MANAGEMENT GROUP

660-680 Indiana
MULTI-FAMILY RESIDENTIAL

SAN FRANCISCO, CALIFORNIA
BLOCK / LOT: 4041 / 009

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Regulatory & Submittals
10 100% CD 02/20/15

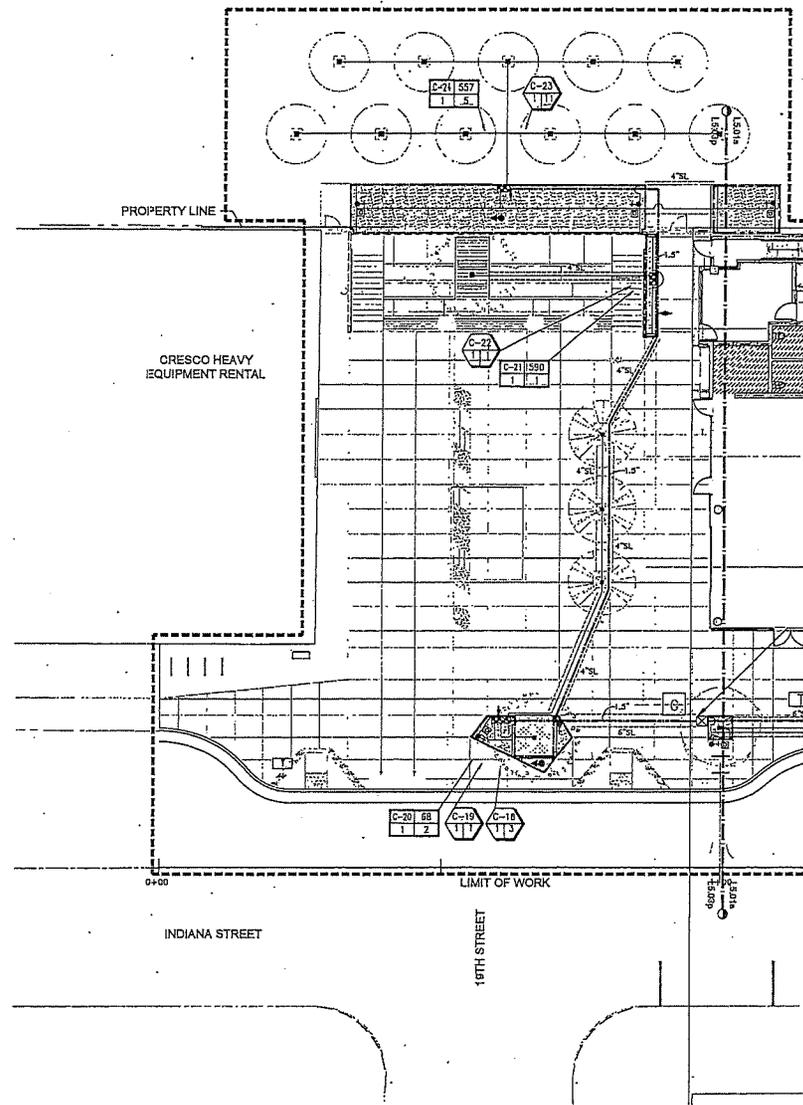
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ADDENDUM #3 11/20/15
DPW PLAN CHECK 11/20/15
CONFORM SET 12/02/15
DPW COMMENTS 12/02/15
DPW CONSTRUCTION SET 2/20/16
DPW CONSTRUCTION REVISED 5/18/16

Key Plan
PLAZA SOUTH BLDG NORTH BLDG

Drawn By: JRUNAR
Scale: 1/4"=1'-0"
Date: 05/18/16

Checked By: JRSJC
Project Number: PFA 1209
Title: LANDSCAPE PLANTING PLAN - ARTS PLAZA

Sheet: L4.03p



NOTES:

1. ONE BUBBLER SYMBOL IS SHOWN AT TREES FOR GRAPHIC CLARITY ONLY. INSTALL TWO BUBBLERS AT EACH TREE AS DETAILED.
2. 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.
3. UNSIZED LATERAL LINE PIPING LOCATED DOWN STREAM OF 1" PIPING SHALL BE 3/4" IN SIZE (TYPICAL).
4. SIZING OF LATERAL PIPE SHALL BE AS FOLLOWS:

.75"	0-5 GPM
1"	7-12 GPM
1.25"	13-20 GPM

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 44 Jett Lane Albany San Francisco CA 94137
 415 564 8418 pfaugarden.com

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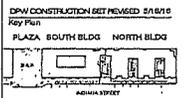
CMG
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Revisions & Submittals

10	100% CD	08/05/16
	DPW Permit Set	10/26/15
18	ADDITIONAL 23 DPW PLAN CHECK	11/24/15
19	CONFORM SET	12/02/15
17	DPW COMMENTS	12/02/15
	DPW CONSTRUCTION SET	3/07/16



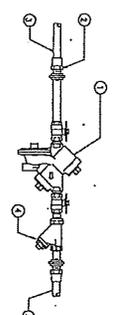
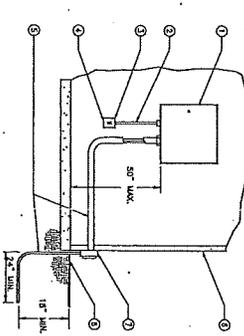
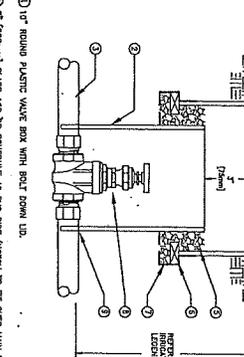
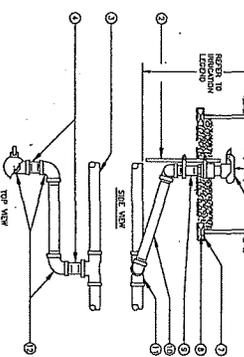
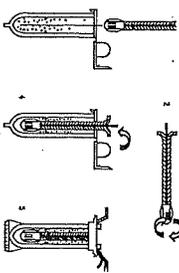
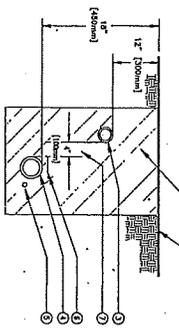
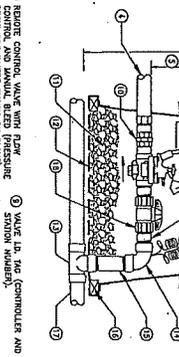
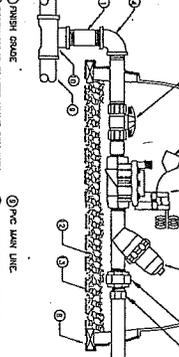
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Checked By: JRS/CO
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Title:
LANDSCAPE IRRIGATION PLAN - ARTS PLAZA

Sheet
L5.03p



<p>NOTES: 1. DO NOT SOLDER CONNECT FINISH WHILE THREADED INTO BACKFLOW ASSEMBLY. SOLDER MAY OCCUR. 2. NIPPLES AND FITTINGS TO BE SAME I.P. SIZE AS BACKFLOW ASSEMBLY.</p>  <p>① REDUCED PRESSURE BACKFLOW ASSEMBLY ② INSULATOR ③ INSULATOR ④ INSULATOR ⑤ INSULATOR</p>	<p>① REDUCED PRESSURE BACKFLOW ASSEMBLY ② INSULATOR ③ INSULATOR ④ INSULATOR ⑤ INSULATOR</p>  <p>① INSULATION CONTROLLER ② 1/2" NIPPLE ③ 1/2" NIPPLE ④ 1/2" NIPPLE ⑤ 1/2" NIPPLE ⑥ 1/2" NIPPLE</p>	<p>① 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ② 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ③ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ④ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ⑤ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ⑥ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID.</p>  <p>① GATE VALVE - 3" [75mm] AND SMALLER ② GATE VALVE - 3" [75mm] AND SMALLER ③ GATE VALVE - 3" [75mm] AND SMALLER ④ GATE VALVE - 3" [75mm] AND SMALLER ⑤ GATE VALVE - 3" [75mm] AND SMALLER ⑥ GATE VALVE - 3" [75mm] AND SMALLER</p>	<p>① 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ② 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ③ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ④ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ⑤ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID. ⑥ 1/2" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID.</p>  <p>① QUICK COUPLING VALVE ② QUICK COUPLING VALVE ③ QUICK COUPLING VALVE ④ QUICK COUPLING VALVE ⑤ QUICK COUPLING VALVE ⑥ QUICK COUPLING VALVE</p>	<p>① STRIP WIRES APPROXIMATELY 1/2" (13mm) TO EXPOSE WIRE. ② TRIM CONNECTIONS AROUND WIRES TO PROTECT WIRE FROM DAMAGE. DO NOT OVERTIGHTEN. ③ INSULATOR ASSEMBLY INTO PLASTIC TUBE UNTIL WIRE CONNECTIONS SHOW PAST UP IN TUBE. ④ PLACE WIRES WHICH GO INTO TUBE IN WIRE BOX HOLES AND CLAMP CAP UNTIL IT SNAPS. ⑤ INSPECT FINAL SPACE ASSEMBLY TO BE SECURE AND FINISHED.</p>  <p>① WEATHERPROOF WIRE SPLICE ASSEMBLY ② WEATHERPROOF WIRE SPLICE ASSEMBLY ③ WEATHERPROOF WIRE SPLICE ASSEMBLY ④ WEATHERPROOF WIRE SPLICE ASSEMBLY ⑤ WEATHERPROOF WIRE SPLICE ASSEMBLY</p>	<p>NOTES: 1. ALL MAIN SERVICE LINES AND LATERAL LINES SHALL BE PLACED IN STREETS UNDER FINISHED SURFACES. 2. ALL MAIN SERVICE LINES AND LATERAL LINES SHALL BE PLACED IN STREETS UNDER FINISHED SURFACES.</p>  <p>① TRENCHING ② TRENCHING ③ TRENCHING ④ TRENCHING ⑤ TRENCHING ⑥ TRENCHING</p>	<p>① REMOTE CONTROL VALVE WITH 1/2" NIPPLE ② REMOTE CONTROL VALVE WITH 1/2" NIPPLE ③ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ④ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ⑤ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ⑥ REMOTE CONTROL VALVE WITH 1/2" NIPPLE</p>  <p>① REMOTE CONTROL VALVE ② REMOTE CONTROL VALVE ③ REMOTE CONTROL VALVE ④ REMOTE CONTROL VALVE ⑤ REMOTE CONTROL VALVE ⑥ REMOTE CONTROL VALVE</p>	<p>① REMOTE CONTROL VALVE WITH 1/2" NIPPLE ② REMOTE CONTROL VALVE WITH 1/2" NIPPLE ③ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ④ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ⑤ REMOTE CONTROL VALVE WITH 1/2" NIPPLE ⑥ REMOTE CONTROL VALVE WITH 1/2" NIPPLE</p>  <p>① REMOTE CONTROL VALVE (DRIZZLE) ② REMOTE CONTROL VALVE (DRIZZLE) ③ REMOTE CONTROL VALVE (DRIZZLE) ④ REMOTE CONTROL VALVE (DRIZZLE) ⑤ REMOTE CONTROL VALVE (DRIZZLE) ⑥ REMOTE CONTROL VALVE (DRIZZLE)</p>
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660-680 Indiana
MULTI-FAMILY RESIDENTIAL

SAN FRANCISCO, CALIFORNIA
BLOCK / LOT : 4041 / 009

80

Kennealy
CONSTRUCTION

CMG
CONSTRUCTION MANAGEMENT GROUP

PERMITS:

- CONTRACTOR: JAMES P. MCGEE
- ENGINEER: JAMES P. MCGEE
- DATE: 11/15/2011
- PROJECT: 660-680 INDIANA

DETAILS:

1.5.05



660-680 Indiana
MULTI-FAMILY RESIDENTIAL

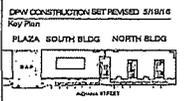
SAN FRANCISCO, CALIFORNIA
BLOCK / LOT - 404/1,009

1682



Stamp & Signature
All drawings and specifications shall be prepared and checked by the engineer or architect and shall be approved by the engineer or architect and shall be stamped and signed by the engineer or architect. The engineer or architect shall be responsible for the accuracy of the drawings and specifications. The engineer or architect shall not be held responsible for the accuracy of the drawings and specifications prepared by others. The engineer or architect shall not be held responsible for the accuracy of the drawings and specifications prepared by others.

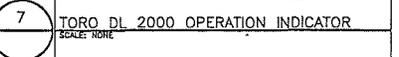
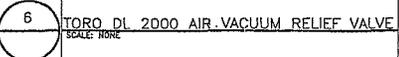
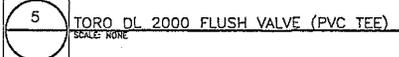
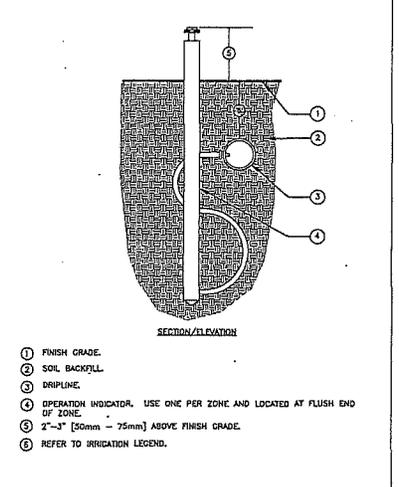
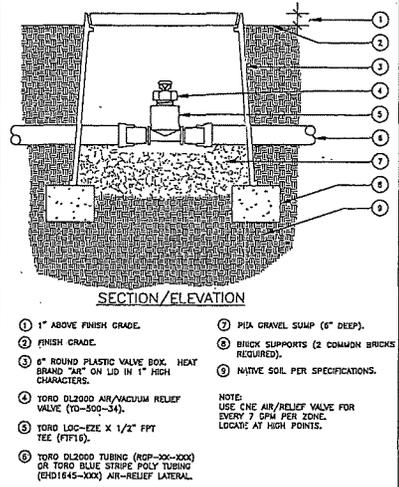
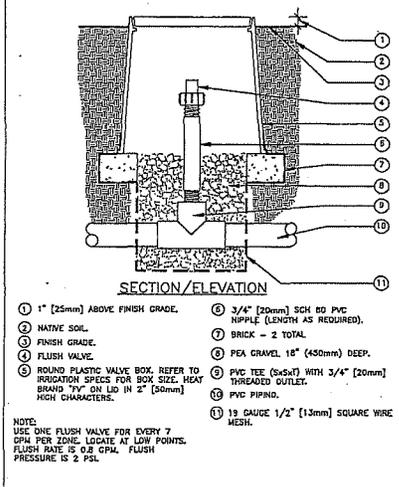
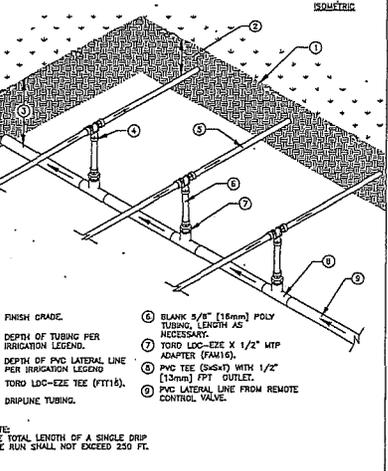
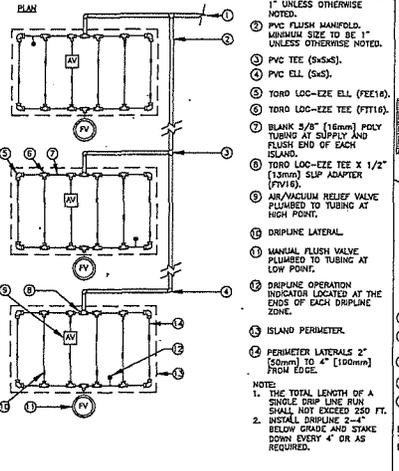
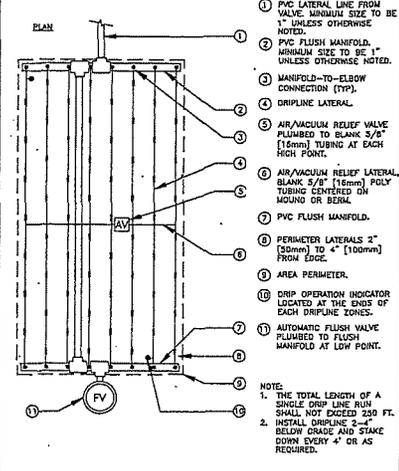
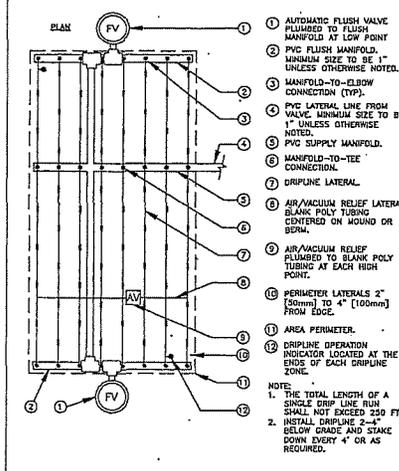
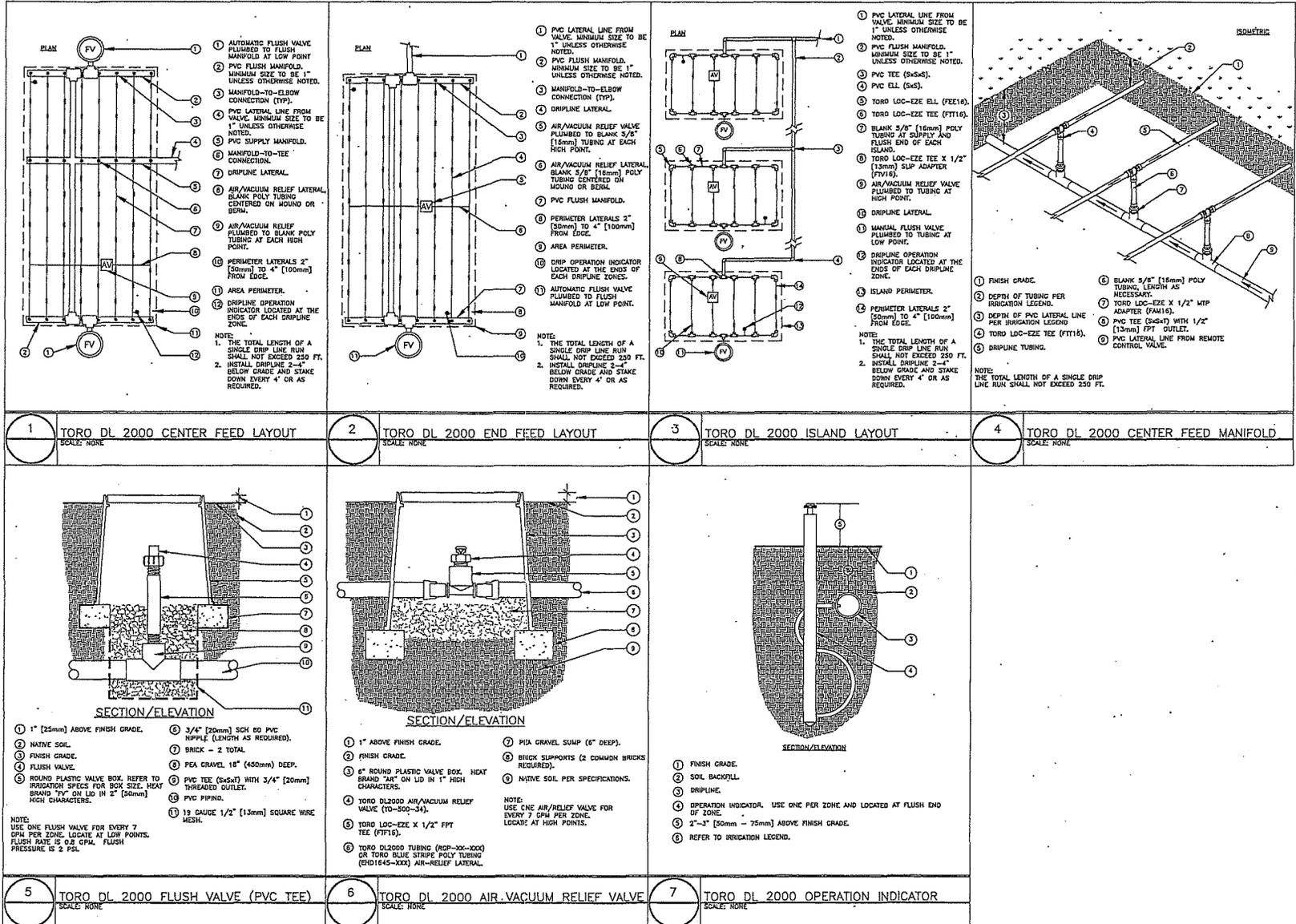
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DPW Permit Set	10/26/15
ADDENDUM #3 DPW PLAN CHECK	11/29/15
CONFORM SET	12/02/15
DPW COMMENTS	12/02/15
DPW CONSTRUCTION SET	3/07/16

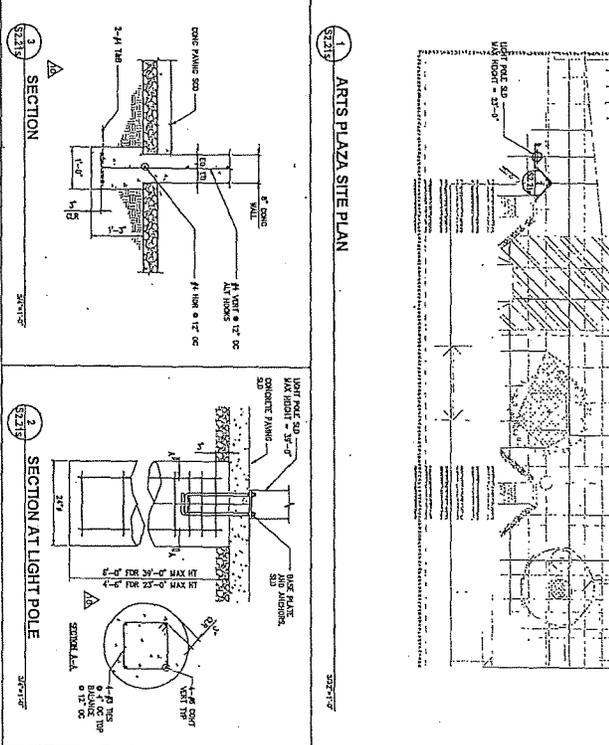
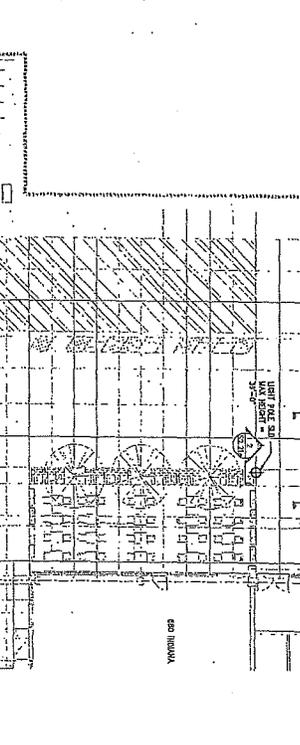
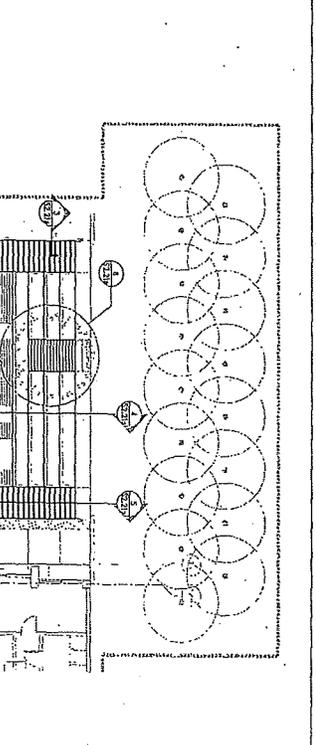
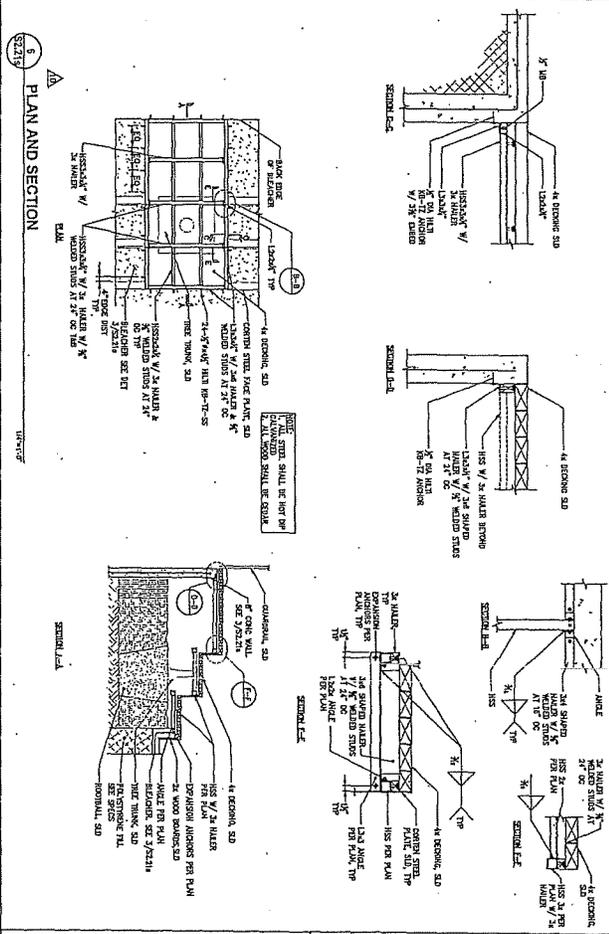
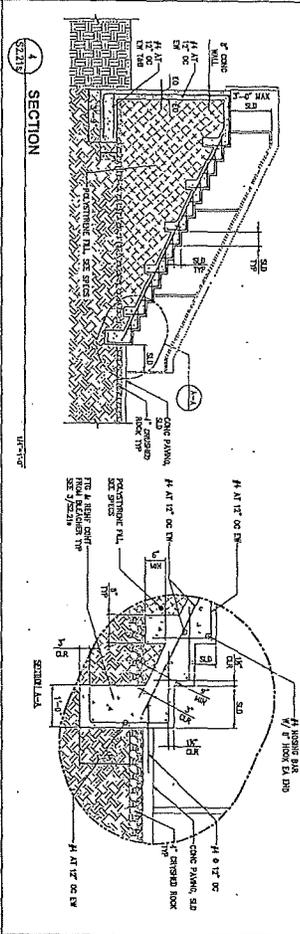
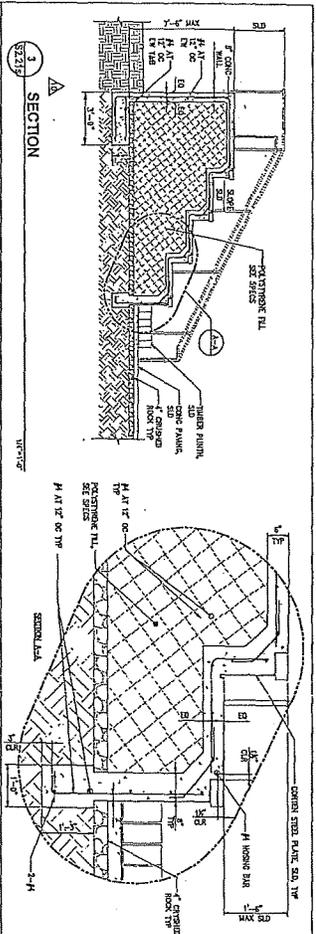


Drawn By JLH/KLR	Checked By JRS/G
Scale	Project Number
NTS	FFA 1524
Date 03/25/15	

Title
IRRIGATION
DETAILS

Sheet
L5.07





REVISIONS

NO.	DATE	DESCRIPTION
1	02/21/15	ISSUED FOR PERMITS
2	02/21/15	REVISIONS TO PERMITS
3	02/21/15	REVISIONS TO PERMITS
4	02/21/15	REVISIONS TO PERMITS
5	02/21/15	REVISIONS TO PERMITS
6	02/21/15	REVISIONS TO PERMITS

PROJECT INFORMATION

Project Name: ARTS PLAZA SITE PLAN AND DETAILS
 Location: 680 INDIANA, SAN FRANCISCO, CA
 Architect: PFAU ARCHITECTS
 Engineer: KENNEDY
 Date: 02/21/15

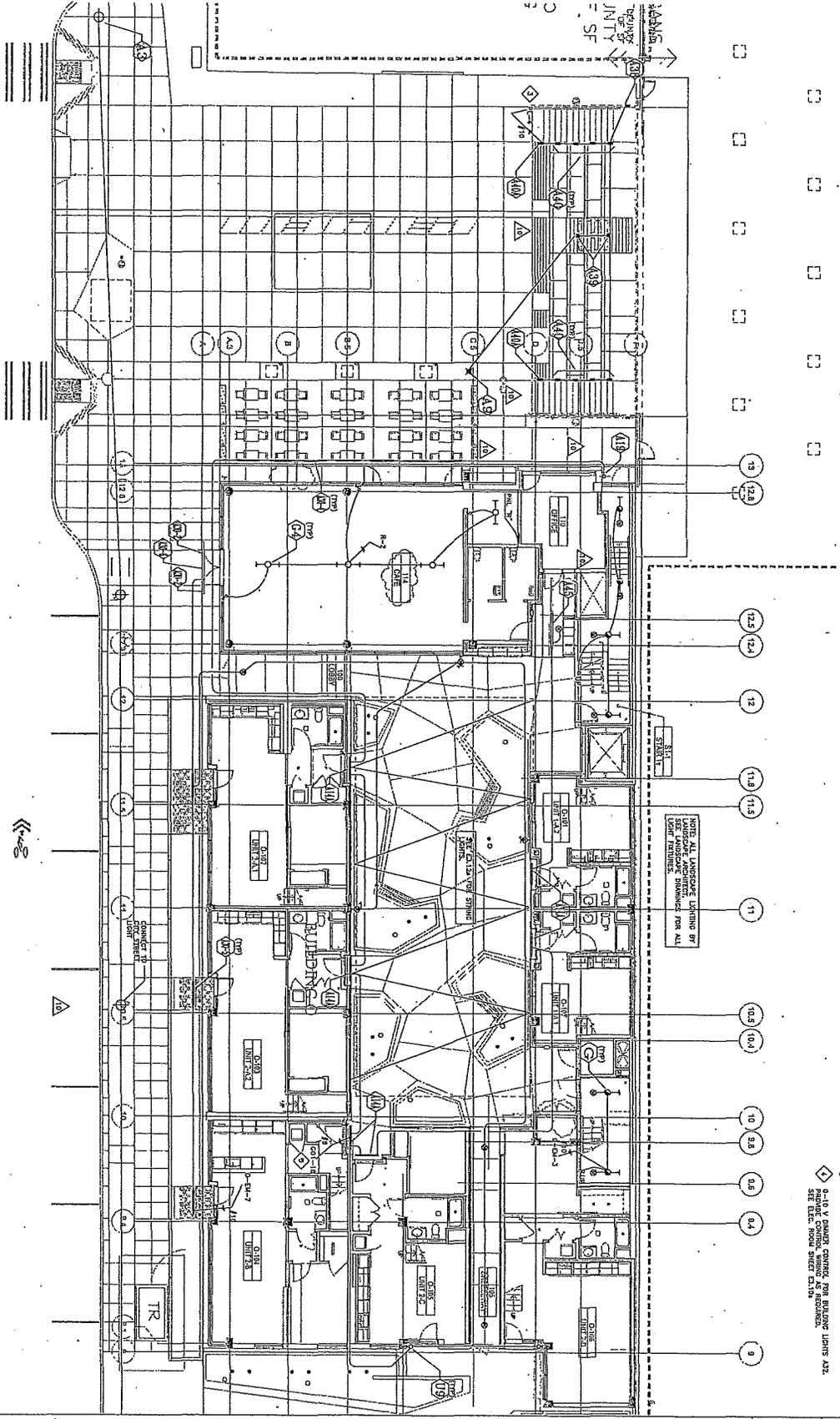
680 Indiana
 MULTI-FAMILY RESIDENTIAL

SAN FRANCISCO, CALIFORNIA
 BLOCK / LOT : 4041/ 009

Kennedy
 STRUCTURAL ENGINEERS

PFAU ARCHITECTS

1633



① FIRST FLOOR - LIGHTING
SCALE 1/8" = 1'-0"

ALL LUMINAIRE IN TYPE L.A.E. CONSTRUCTION TO BE SUPPLIED BY LANDSCAPE ARCHITECTURE CONSULTANT.

- SHEET NOTES:**
- ◇ ALL GENERAL LIGHT FIXTURES ARE COULPOFF FROM PULLING BUILDING AND WIRELESS, WIRELESS SENSORS. WHEN NO LIGHTING SENSORS ARE SHOWN, THE LIGHTING SHALL BE TO THE 100% OUTPUT.
 - ◇ CEILING LIGHTER DOWN SENSOR.
 - ◇ RUN CIRCUIT THROUGH LIGHTING CONTROL PANEL (LCP).
 - ◇ 0-10V DIMMER CONTROL FOR BUILDING LIGHTS ASZ. DIMMER CONTROL WIRING AS REQUIRED. SEE ELEC. WORK SHEET E3119.

Pard Engineers, Inc.
 Consulting Engineers
 2000 Market Street, Suite 200
 San Francisco, CA 94102
 (415) 774-1100
 FAX: (415) 774-1101

SHEET
E3.115

FIRST FLOOR PLAN
 LIGHTING

Drawn By: [Signature]
 Checked By: [Signature]
 Project Number: [Number]
 Date: [Date]

<p>REVISIONS</p> <p>NO. DESCRIPTION DATE</p> <p>1. [Description] [Date]</p>	<p>DATE: [Date]</p> <p>BY: [Name]</p>
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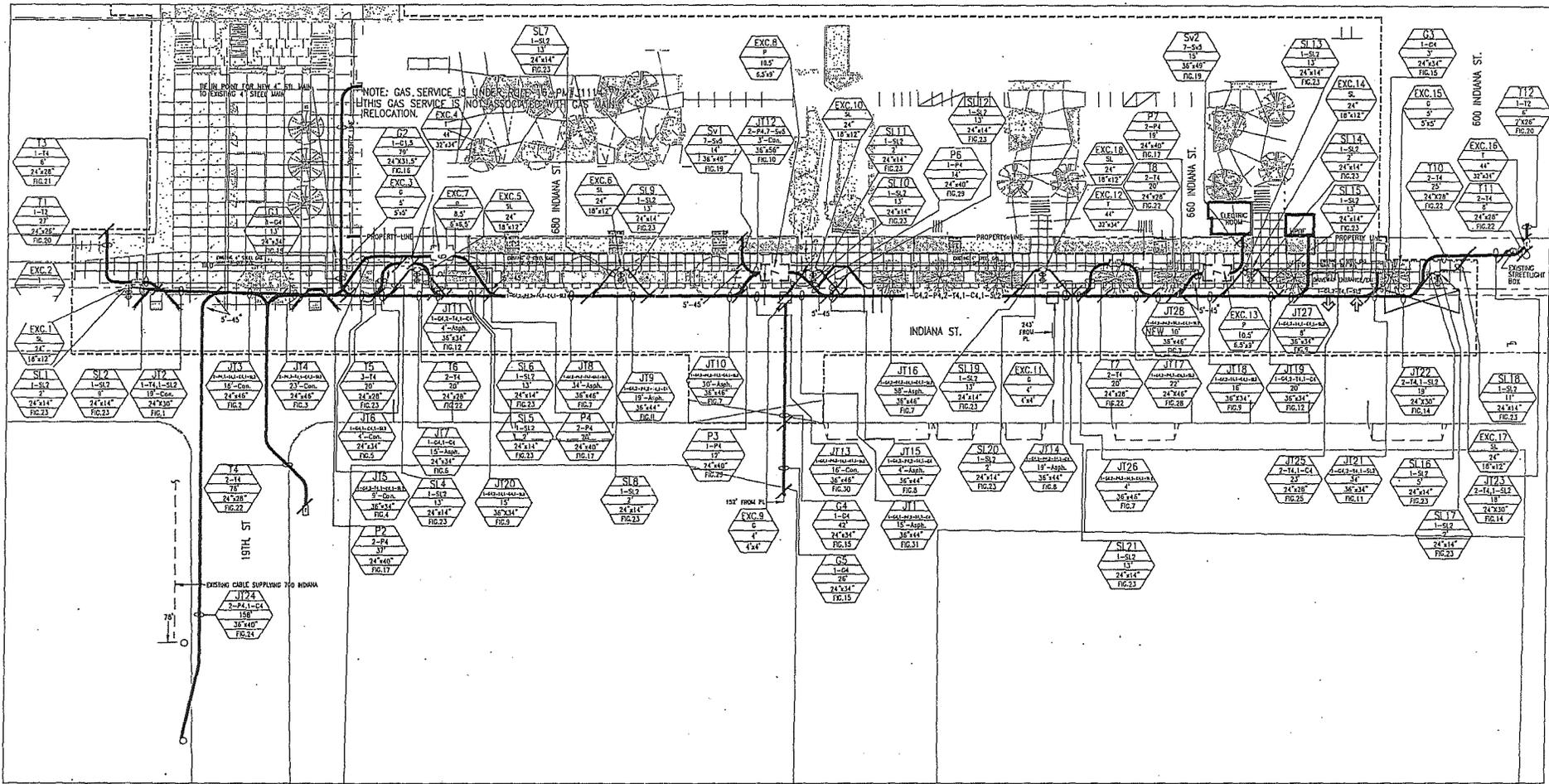
680 Indiana
 MULTI-FAMILY RESIDENTIAL

SAN FRANCISCO, CALIFORNIA
 BLOCK / LOT : 4041/009

1636

PAUFGN01

Kennedy
 Architecture & Engineering
 775 Market Street, Suite 400
 San Francisco, CA 94102
 (415) 398-1100
 FAX: (415) 398-1101

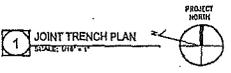


NOTE: GAS SERVICE IS UNDER THE PLUMBING
 THIS GAS SERVICE IS NOT ASSOCIATED WITH GAS
 RELOCATION.

NO.	REVISIONS	DATE	APPROVED

C.B. ENGINEERS
 1500 CALIFORNIA STREET
 SAN FRANCISCO, CA 94109
 (415) 437-4371

660-660 INDIANA STREET
 SAN FRANCISCO CALIFORNIA
 COMPOSITE TRENCH DRAWING



PRELIMINARY ONLY - NOT FOR CONSTRUCTION
 PENDING PG&E, AT&T, AND COMCAST APPROVAL



COMPOSITE TRENCH LAYOUT	
	POLE #1 BOX
	POLE #2 BOX
	POLE #3 BOX
	POLE #4 BOX
	STREET LIGHTS

JOINT TRENCH KEY	
	TRENCH SECTION
	TRENCH OCCUPANTS
	TRENCH LENGTH
	TRENCH WIDTH X DEPTH
	FIGURE NUMBER

TRENCH OCCUPANT KEY	
G	GAS
P	PRIMARY ELECTRIC
E	ELECTRIC SECONDARY
SVS	ELECTRIC SERVICE
T	TELEPHONE (AT&T)
C	CABLE TV (COMCAST)
R	REMOVABLE BOLLARD
F	FIXED BOLLARD
SL	STREET LIGHTS

THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHT-OF-WAYS.
 THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS TO COMMENCE THE WORK.
 DESIGN CHANGE COMPONENT
 ANY CHANGE TO THESE DESIGN MUST BE APPROVED BY:
 PAT HUFFORD PATRICIA.HUFFORD@PG&E.COM (415)945-2322

DEVELOPER
 PLEASE NOTE AND SIGN
 ALL POLE ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-COUNT BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR SUPERINTENDENT VERIFY THE CORRECT GRADE OF ALL ENCLOSURES AND BOXES AND SIGN AND DATE DRAWING.
 SIGNED: _____ THANK YOU
 DATE: _____

CONTACT INFORMATION			
CONTACT:	ED LEE	DESIGNED BY:	GEORGE CHABLES
	CB ENGINEERS		CB ENGINEERS
	448 10th ST.		448 10th ST.
	SAN FRANCISCO, CA 94103		SAN FRANCISCO, CA 94103
	(415) 437-4371		(415) 437-4372
POLE PROJECT #	31669345	AT&T PROJECT #	
	31143111		
POLE CONTACT:	ROD TALBOT	AT&T CONTACT:	FALL LUCO
	(415)855-3410		(415)844-1191
COMCAST CONTACT:	DESIK RUPPE	ASTOUND CONTACT:	
	(415)855-1128		

DATE	3/8/2016
SCALE	1/16" = 1'
DRAWN	CC
CHECKED	EL
Job #	13069.150
DRAWING NUMBER	UCT 1.0

AN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination EXEMPTION FROM ENVIRONMENTAL REVIEW

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.: 2012.1574E
Project Address: 650 Indiana Street
BPS Nos.: Not applicable
Zoning: Urban Mixed Use (UMU) Zoning District
58-X Height and Bulk District
Block/Lot: 4041/009
Lot Size: 26,600 square feet
Project Sponsor: Michael Yarne, Build, Inc. – (415) 551-7612
Staff Contact: Tania Sheyner – (415) 575-9127
Tania.Sheyner@sfgov.org

PROJECT DESCRIPTION

The proposed project would include demolition of all existing structures on the project site and construction of an approximately 97,000-gross-square-foot (gsf) development, consisting of 94,500 gsf of residential uses (for a total of 111 residential units) and approximately 1,900 gsf of ground-floor neighborhood-serving retail uses, as well as approximately 11,700 sf of open space and an approximately 23,400 gsf semi-subterranean parking garage and conversion of the existing terminus of 19th Street to a public plaza.

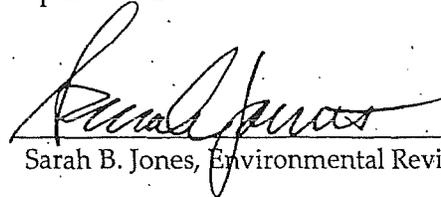
[Project Description continued on next page]

EXEMPT STATUS

Exempt per California Environmental Quality Act (CEQA) Guidelines Section 15183 and California Public Resources Code (PRC) Section 21083.3.

DETERMINATION

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



Sarah B. Jones, Environmental Review Officer

March 28, 2014
Date

c: Michael Yarne, Project Sponsor; Supervisor Malia Cohen, District 10; Diego Sanchez, Current Planning Division; Vima Byrd, M.D.F.; Exemption/Exclusion File

PROJECT DESCRIPTION (CONTINUED)

Project Location

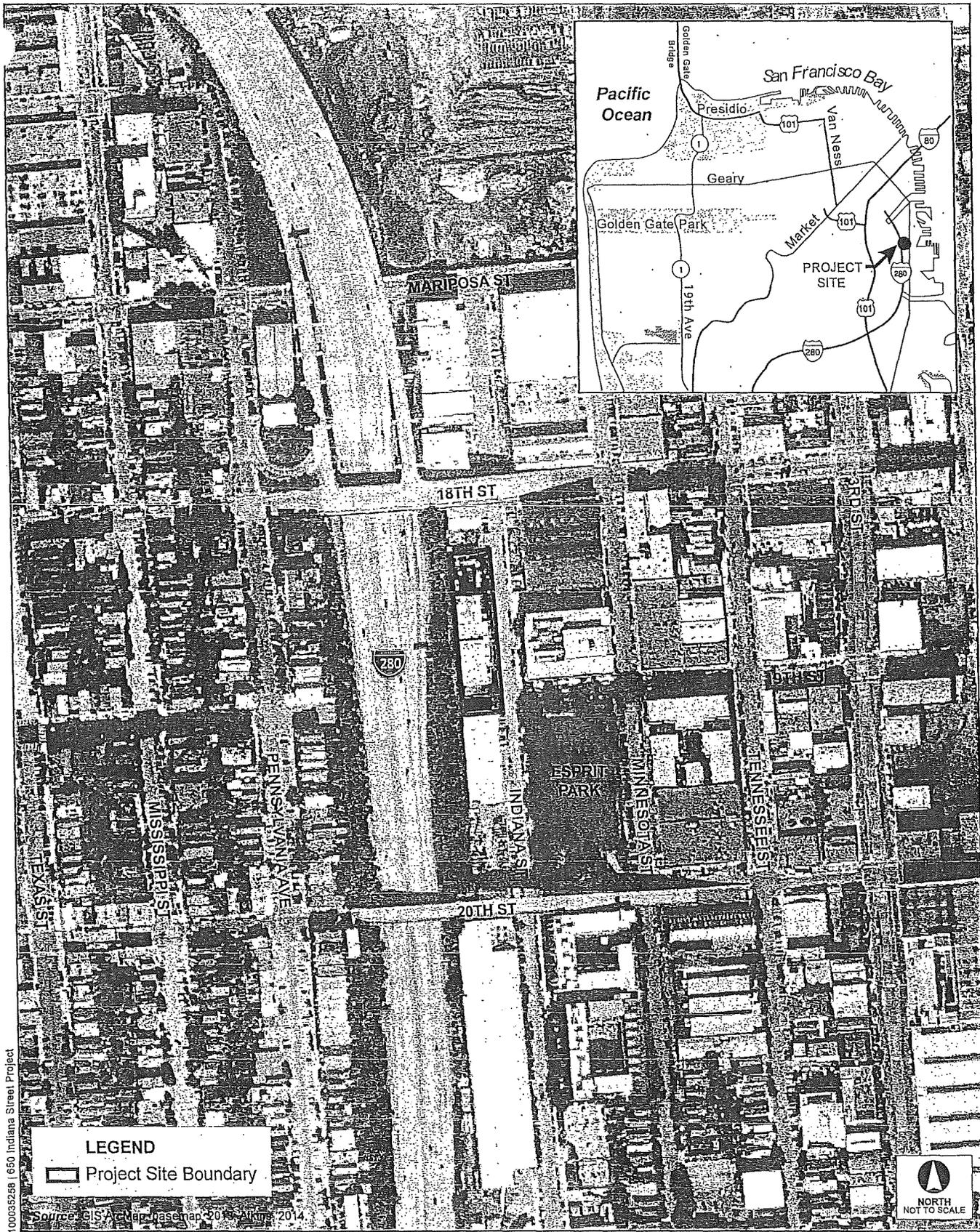
The project site (Assessor's Block 4041, Lot 009) is located in the Dogpatch neighborhood of San Francisco, within the Central Waterfront area of the Eastern Neighborhoods Plans Area. It is located on the northwest corner of the intersection of Indiana and 19th Streets, on the block bounded by the elevated 18th Street overpass to the north, Indiana Street to the east, 19th Street to the south, and Interstate 280 (I-280) to the west. The project parcel is approximately 26,600 square feet (sf), with approximately 350 feet of primary frontage along Indiana Street and approximately 80 feet of primary frontage along 19th Street.

The project site is currently occupied by several structures. The southern portion of the site contains a 14,810 sf, approximately 20-foot-tall warehouse built in 1978. The warehouse is divided into three uses: the smallest space is used as a sound studio, the second largest space is used as a storage and staging area by Greenpeace, and the third and largest area is used as a nightclub (Café Cocomo). The nightclub also includes an adjacent interior courtyard with various ancillary wood framed/metal corrugated roofed structures that are utilized as bars and seating areas. The remaining approximately 15,000 sf northern portion of the site is primarily vacant and used as an informal parking and storage space by the site's tenants. The project site is within the Urban Mixed Use (UMU) Zoning District and 58-X Height and Bulk District. Adjacent uses include a heavy construction equipment rental company (Cresco) immediately south across 19th Street, a Department of Recreation and Parks-owned public park (Esprit Park) located to the southeast across the intersection of 19th and Indiana Streets, a UCSF administrative building located directly across Indiana Street, and a small, two-story warehouse directly to the north of the project site that is occupied by a general contracting business. Figure 1, Project Location, p. 3, shows the regional and local location of the site.

Project Characteristics

Residential and Retail Uses

The proposed project would be constructed within two architecturally distinct, approximately 58-foot-tall, five-story buildings (the "O" Building at approximately 46,600 sf and the "M" Building at approximately 50,600 sf), which would be separated by a shared approximately 1,800 sf common mid-block alley/bike plaza, over a single-level, approximately 23,400 sf semi-subterranean parking garage. The proposed residential units would include 35 studio units, 31 one-bedroom units, 41 two-bedroom units, and four three-bedroom units, ranging in size from approximately 450 sf for a studio to approximately 1,100 sf for a three-bedroom unit. The proposed ground floor retail uses would include approximately 1,700 sf corner retail space at 19th and Indiana Streets and a 200 sf bike repair shop located adjacent to the mid-block alley in the Building "M." Proposed open space would include an 1,800 sf mid-block alley and bike plaza, and approximately 9,900 sf of private open space



LEGEND
 [] Project Site Boundary



Figure 1
 Project Location

100035258 | 650 Indiana Street Project

Source: GIS ArcMap basemap 2013; Aerial 2014

in the form of private courtyards and roof decks. Figure 2, Proposed Site Plan, p. 5, shows the location of these proposed uses, along with the locations of the setbacks and access points for both of the proposed buildings. Proposed project elevations are shown in Figure 3, South and East Elevations, p. 7, and Figure 4, North and West Elevations, p. 8, while proposed floor plans are shown in the Figure 5, Garage Plan, through Figure 9, "M" Building Typical Upper Level Plan, on pp. 9 through 14. The finish materials for the "O" Building would consist mainly of aluminum and glass storefront systems. The finishes on the "M" Building would consist of three main materials at the street level: board formed concrete foundation and retaining walls, aluminum and glass windows, and corten steel cladding. The proposed project foundations would be concrete perimeter foundations to bedrock. No pile driving would be required. Project construction would involve approximately 10,150 cubic yards of dirt and bedrock excavation, with an average excavation depth of 10.5 feet below ground surface (bgs). No back-up generator would be required or is proposed by the project.

The proposed project would provide multiple pedestrian access points. Primary pedestrian access to the "O" Building dwelling units would be from Indiana Street, approximately 30 feet north of 19th Street. The main entrance for the "M" Building dwelling units would also be from Indiana Street, approximately 30 feet south of the northern property line. In addition, the "M" Building would have two courtyards accessible from Indiana Street providing pedestrian access points for the building as a whole. As depicted in Figure 6, "O" Building Ground Floor Plan, p. 11, and Figure 8, "M" Building Ground Floor Plan, p. 13, the midblock alley/plaza would also provide secondary pedestrian access for both buildings.

Pedestrian access to the proposed ground-floor retail space in the "O" Building would be provided from both Indiana and 19th Streets. In addition to doorway entries and exits, the glass storefronts would include large bi-folding doors which would open up the retail space to the street. As noted above, a 200 gsf bike repair kiosk would be located at ground level in the "M" Building and would be accessible via the mid-block alley/bike plaza.

As shown in Figure 2, Proposed Site Plan, p. 5, the proposed project would include only one vehicular access point and associated curb cut, which would lead to the underground parking garage. This curb cut and entrance would be at the northern edge of the frontage along Indiana Street, between the "M" Building tenant entrance and the northern property line.

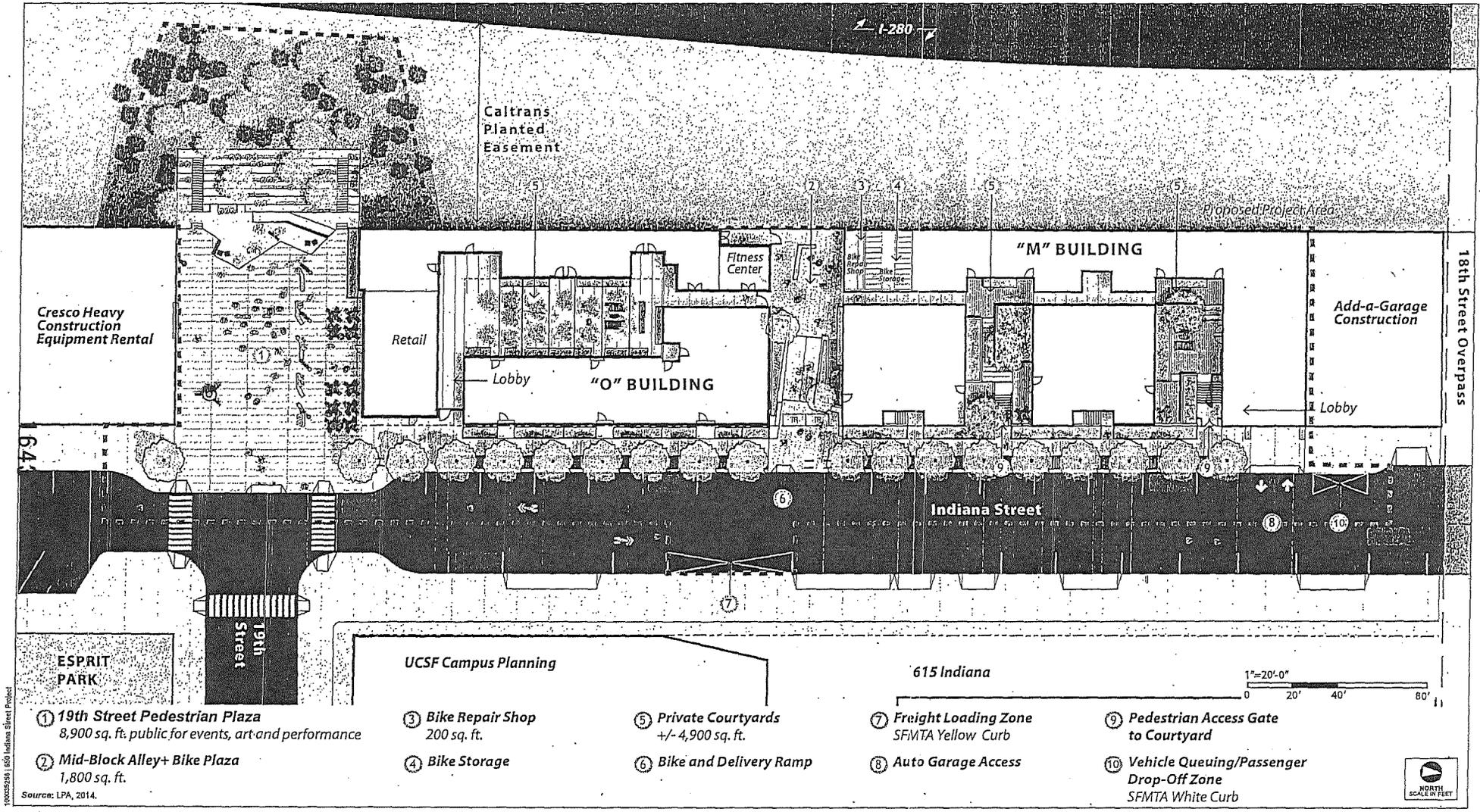


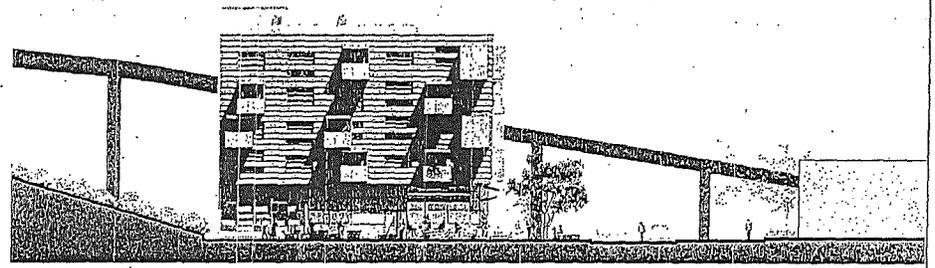
Figure 2
Proposed Site Plan

San Francisco Planning Department

1645

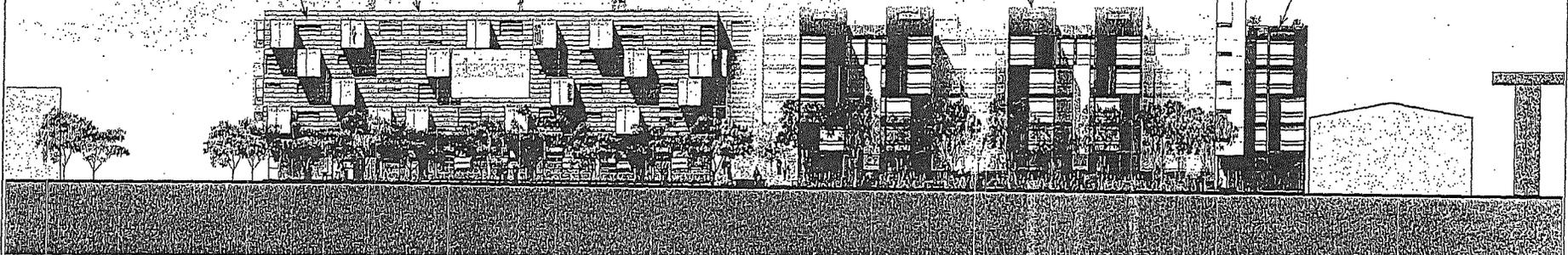
650 Indiana Street Project | 098 | 892550001

SOUTH ELEVATION



EAST ELEVATION

TOP OF ROOF 58'-0"
 TOP OF PARAPET 59'-8"
 TOP OF ELEVATOR TOWER 72'-2"
 TOP OF ROOF 63'-5"
 TOP OF ELEVATOR TOWER 67'-6"
 TOP OF PARAPET 56'-10"



Source: LPA, 2014.

Figure 3
South and East Elevations

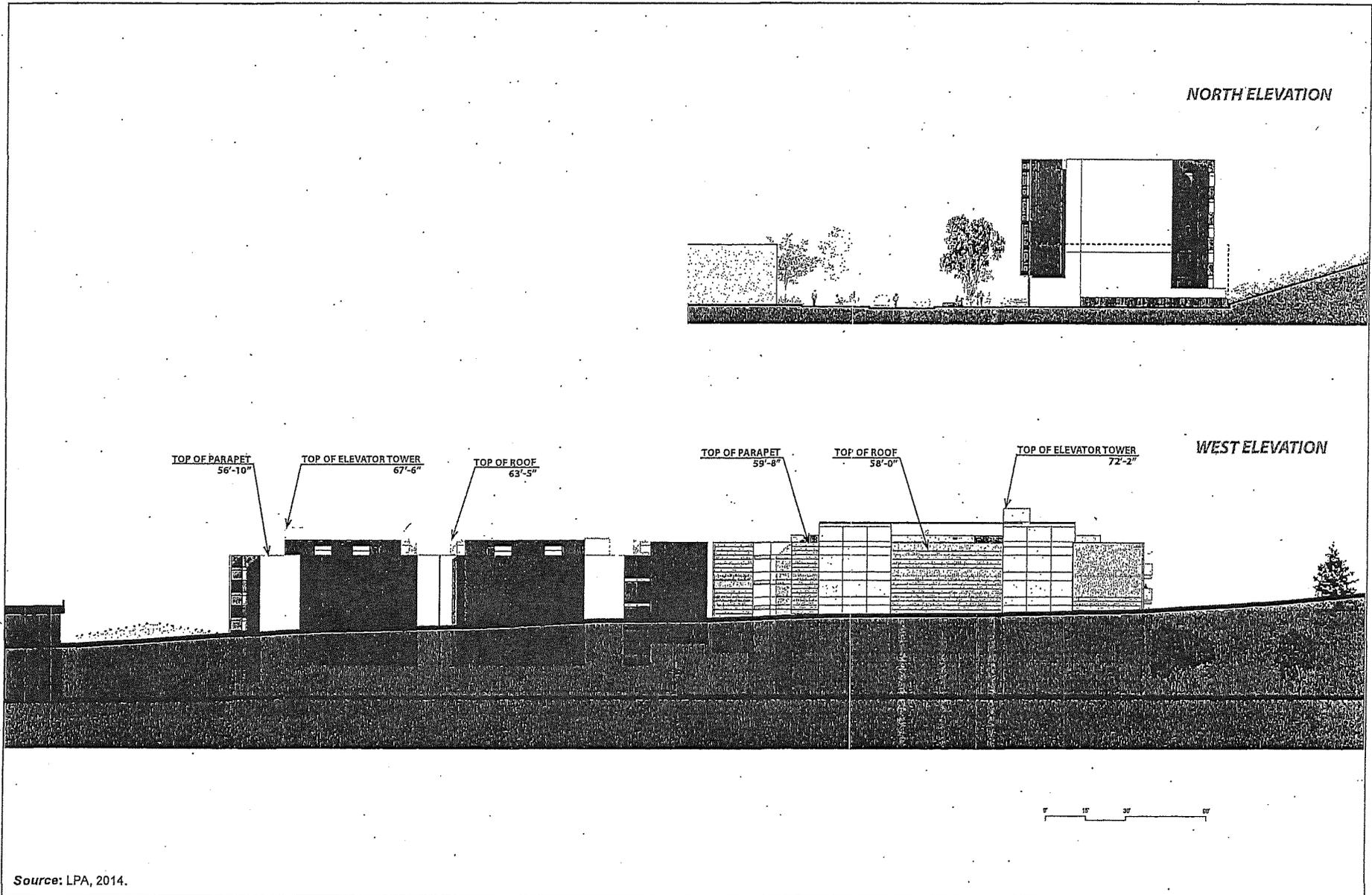


Figure 4
North and West Elevations

1650

00035258 | 650 Indiana Street Project

Source: LPA, 2014.

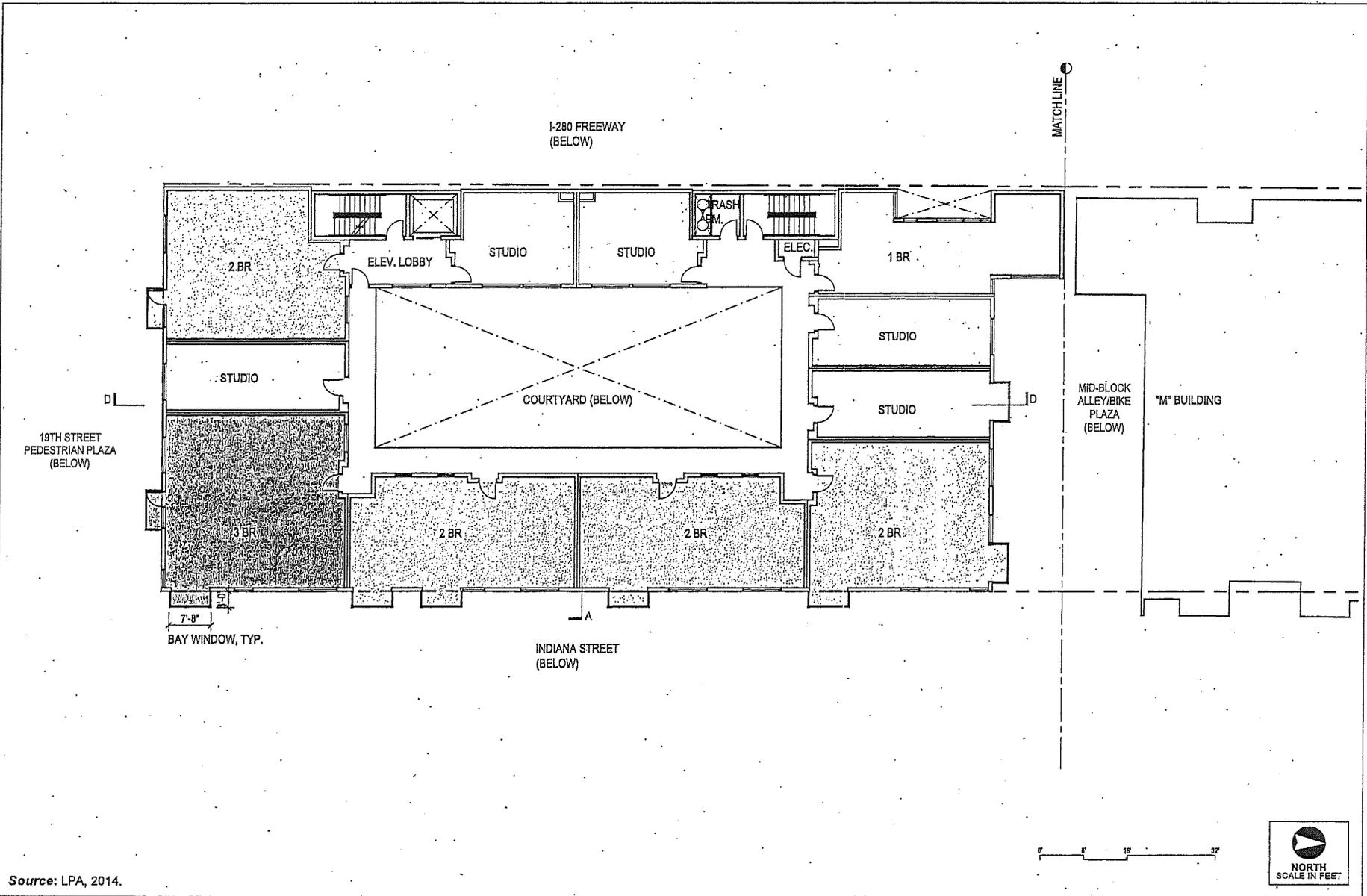


Figure 7
"O" Building Typical Upper Level Plan

1651

100035256 | 650 Indiana Street Project

Source: LPA, 2014.

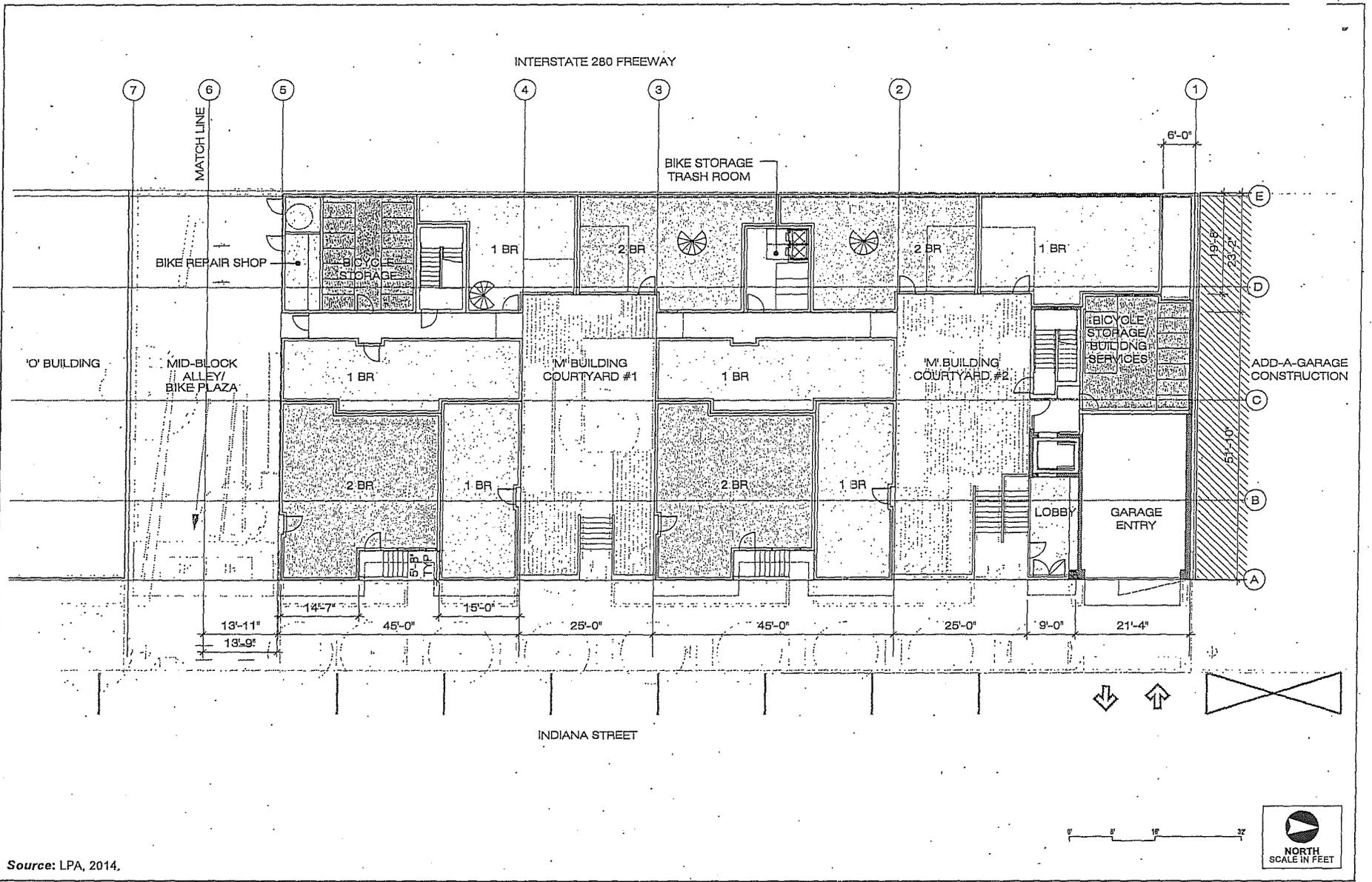


Figure 8
"M" Building Ground Floor Plan

1652

1000325258 1650 Indiana Street Project

Source: LPA, 2014.

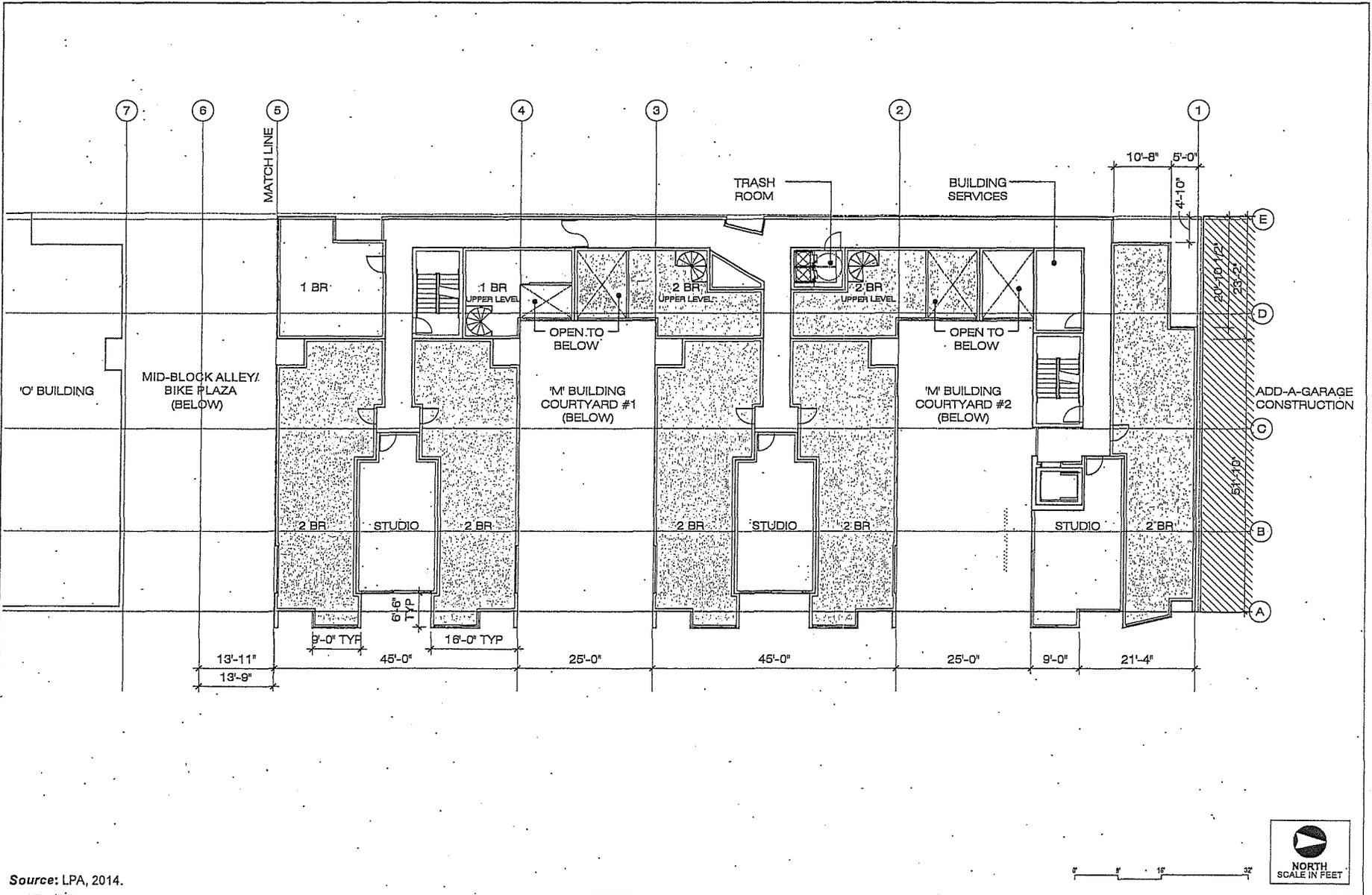


Figure 9
"M" Building Typical Upper Level Plan

Parking and Loading

As shown in Figure 5, Garage Plan, p. 9, the proposed parking garage would contain residential vehicle and bicycle parking, as well as building services and storage space and would be shared by the two buildings. The garage would include 79 vehicle parking spaces, including three ADA spaces and one residential car-share space. The proposed project would also include 111 Class 1¹ bicycle spaces, with 82 bicycle spaces in the parking garage, 14 bicycle spaces on the ground level next to the midblock alley/bike plaza, 3 bicycle spaces on the ground level next to the corridor between the "M" Building courtyards, and 12 spaces on the ground level behind the northern lobby in the "M" Building. Eight Class 2² bicycle spaces would be provided within the public sidewalk areas near the lobby and retail areas. At its highest point, the semi-subterranean garage would extend approximately five feet above ground level.

On-street freight loading is proposed on the east side of Indiana Street generally across from the midblock alley/courtyard. The proposed yellow zone would be approximately 46 feet long and would be subject to San Francisco Municipal Transportation Agency (SFMTA) approval, which would include a public hearing to consider the request. The project would not include the provision of any off-street loading spaces. The project sponsor also has permission from the adjoining property owner on the north side of the project site to provide a 25-foot-long white curb vehicle queuing/passenger loading zone on the north side of the garage driveway in front of 600 Indiana Street. This proposed white zone also would be subject SFMTA approval, and would include a public hearing to consider the request.

Open Space and Vegetation

The proposed project would provide a total of approximately 11,700 sf of open space, including an approximately 1,800 sf publicly accessible mid-block alley and bike plaza and approximately 9,900 sf of private roof decks and ground-floor courtyards. The mid-block alley/plaza would be publicly accessible, but would not connect to the adjoining public right-of-way to the west, since it would terminate at the fenced and landscaped embankment managed by the California Department of Transportation (Caltrans), which rises up to the I-280 expressway (see Figure 2, Proposed Site Plan, p. 5). Approximately 1,600 sf of this space would be open to the sky, while an approximately 200 sf portion at its western-most end (immediately adjacent to the Caltrans embankment) would be covered by the two proposed buildings, which would cantilever 18 feet above the courtyard. The two adjacent buildings, which would be 30 inches apart, would enclose a portion of this open space to visually and acoustically shield it from the traffic on the adjacent I-280 freeway.

¹ Class 1 bicycle facilities protect the entire bicycle, its components, and its accessories against theft and against inclement weather, including wind-driven rain. Examples of this type of facility include (1) lockers, (2) check-in facilities, (3) monitored parking, (4) restricted access parking, and (5) personal storage.

² Class 2 bicycle spaces are open-access standard bike racks that allow users to tether bikes.

Sixteen existing street trees along the Indiana Street frontage would be removed as part of project implementation. None of these trees are considered to be "significant" trees.³ No existing trees along 19th Street would be removed. As part of the proposed project, 23 new trees would be planted. Twenty-one of those trees would be planted along the Indiana Street frontage and two new trees would be planted within the project site's interior. Vegetation proposed as part of the project would include native and drought-tolerant species that would meet SFPUC requirements for storm water treatment.

Streetscape Improvements

To meet the requirements of the *Better Streets Plan* (BSP) regarding the streetscape and pedestrian elements of the project, approximately 5,800 sf of public right-of-way is proposed for streetscape improvements, including the following:

- Provision of a 19-foot sidewalk width adjacent to the project site, including a seven-foot throughway, a five-foot frontage zone, a five-foot furnishing zone, and a two-foot edge zone. The furnishing zone would be planted with trees as shown in the site plan on Figure 2, Proposed Site Plan, p. 5.
- Conversion of on-street parking in front of the project along the west side of side of Indiana Street from perpendicular to parallel parking. Figure 2, Proposed Site Plan, also shows the proposed parking configuration.

As a result of the proposed project's reconfiguration of parking on the west side of the street from perpendicular parking to parallel parking, and the addition of a loading zone on the east side of the street, the project would displace 19 on-street parking spaces in front of the site. Of these 19 spaces, 16 spaces would be lost due to parallel parking conversion, one would be lost due to the bulbout on 19th and Indiana Streets (described below), and two would be lost due to the placement of the proposed loading zone across the street from the project site. The parking reconfiguration would provide more sidewalk space by restricting parking to an 8-foot lane per the BSP.

19th Street Pedestrian Plaza

The project would convert the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new publicly owned plaza (19th Street Pedestrian Plaza). The southern portion of the project would be designed to facilitate interaction between the pedestrian plaza and the proposed retail space in the "O" Building, which would be programmed to support local community activities on the plaza. The plaza would be intended to serve as an extension of Esprit Park, located immediately across the street from the proposed plaza area.

³ As defined in *San Francisco Public Works Code* Article 16, significant trees are located on private property, but within 10 feet of the public right-of-way and also meet any one of the following size requirements: 20 feet or greater in height; 15 feet or greater canopy width; or 12 inches or greater diameter of trunk measured at 4.5 feet above grade.

The plaza would include up to two street trees along the eastern edge on Indiana Street, in addition to a variety of pedestrian benches. Outside seating and tables associated with the corner retail space (envisioned as a café) would be located in the northern-most portion of the plaza. A community event stage/pavilion would be located on the west side of the plaza, to be used as a gathering space for local neighborhood events. The project sponsor is working with Caltrans to provide 5,700 sf of landscaping improvements and a location for temporary rotating art installations on the I-280 embankment located directly to the west of the plaza. The plaza component of the proposed project would include excavation at a depth of up to 18 inches bgs. Limited ground disturbance would also be required for landscaping along the I-280 embankment.

The proposed plaza would extend the proposed sidewalk in front of a portion of the 650 Indiana Street property into a bulbout reaching across the former entrance of the terminus of the 19th Street public right-of-way. The bulbout is intended to improve the pedestrian functionality of the intersection by reducing the width of Indiana Street that pedestrians must cross.

A 12-foot-wide curb cut would be provided near the center of the Indiana Street curb edge of the raised plaza surface to allow (1) limited vehicular access to the existing garage entrance on 19th Street to the Cresco Equipment Rental Warehouse at 700 Indiana Street, (2) installation and removal of art installations in the proposed new plaza, and (3) emergency vehicle access. With the exception of these limited vehicular uses, vehicle access to the plaza would otherwise be prohibited at all times. The restricted vehicular access would be enforced by removable bollards posted at the entrance of the proposed curb cut. Upon installation of the bollards, first responders would be provided with a key to the locked bollards to permit emergency vehicle access.

The project sponsor is seeking to fund the 19th Street Pedestrian Plaza project component by entering into an in-kind impact fee agreement. In the event that the plaza improvements cannot be funded through such an agreement, the 19th Street right-of-way would instead be improved per the requirements of the BSP. Such improvements would include the addition of a new approximately 24-foot-wide sidewalk, with at least three conventional street trees planted within the standard 4.5-foot landscaping zone lining the edge of the street. A bulb-out would be added at the corner of 19th and Indiana Streets, as well as a single 23-foot by 23-foot planter with a large specimen tree at the terminus of 19th Street and the adjoining Caltrans embankment. The 24-foot-wide sidewalk would be large enough to accommodate tables and chairs associated with the proposed retail space in Building "O."

Energy and Water Savings Systems

To ensure compliance with the San Francisco Green Building Ordinance, energy and water savings systems would be incorporated into the project. Such systems would be determined as part of final building design, and may include one or more of the following: high efficiency toilets; high efficiency or non-water urinals at all applicable nonresidential bathrooms; high efficiency showerheads; whole house fans at upper penthouse units; compliance with appropriate ventilation

standards; a solar hot water system preheat for domestic hot water as required to achieve 15 percent better than California Energy Commission Title 24⁴ requirements; and high efficiency boilers as required to achieve 15 percent better than Title 24 requirements.

Project Construction

Construction phases would consist of demolition, below-grade construction, superstructure construction, exterior wall construction and glazing, and building interior and finishes. Project construction is expected to commence in mid-2014, and would span about 21 months. Construction activities associated with the proposed 19th Street Pedestrian Plaza would begin approximately 15 months into construction of the overall project, and would be completed approximately three months after construction of the proposed 650 Indiana Street structures. It is anticipated that project construction would require between two and five construction truck trips per day, with the greatest number occurring during the excavation and shoring phases. Construction equipment would likely include delivery trucks, high reach equipment, forklifts, concrete trucks, excavators, tractors, generators, pumps, and pneumatic tools.

Project Approvals

The proposed project would require the following approvals: Large Project Authorization (LPA) per *Planning Code* Section 329 (Planning Commission), approval of construction within the public right-of-way (e.g., bulbouts and sidewalk extensions) (San Francisco Department of Public Works and San Francisco Municipal Transportation Agency), encroachment permit for improvements to the I-280 embankment (California Department of Transportation), *Planning Code* Section 295 recommendation concerning the potential shadow on Esprit Park that would be cast by the proposed building (San Francisco Recreation and Parks Commission), *Planning Code* Section 295 approval concerning the potential shadow on Esprit Park that would be cast by the proposed building (San Francisco Planning Commission), and approval of demolition and building permits (San Francisco Department of Building Inspection).

Approval Action: The approval of the LPA by the San Francisco Planning Commission is the Approval Action for the whole of the proposed project. The Approval Action date establishes the start of the 30-day appeal period for this CEQA exemption determination pursuant to Section 31.04(h) of the San Francisco Administrative Code.

REMARKS

The State's CEQA Guidelines Section 15183 provides an exemption from environmental review for projects that are consistent with the development density established by existing zoning, community

⁴ *California Code of Regulations* Title 24, known as the *California Building Standards Code* or just "Title 24," contains the regulations that govern the construction of buildings in California.

plan, or general plan policies for which an environmental impact report (EIR) was certified, except as might be necessary to examine whether there are project-specific effects which are significant new or more severe environmental effects particular to the project or its site such that they were not identified in the applicable EIR. Section 15183 specifies that examination of environmental effects shall be limited to those effects that (1) are peculiar to the project or parcel on which the project would be located; (2) 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; (3) are potentially significant off-site and cumulative impacts which were not discussed in the underlying EIR; and (4) are previously identified in the underlying 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.

This Certificate of Determination (determination) evaluates the topics for which a significant impact is identified in the final programmatic EIR, *Eastern Neighborhoods Rezoning and Area Plans Final EIR* (Eastern Neighborhoods FEIR – Case No. 2004.0160E; State Clearinghouse No. 2005032048) (Eastern Neighborhoods FEIR or FEIR) and evaluates whether the proposed project at 650 Indiana Street would result in impacts that would contribute to the impacts identified in the FEIR. Mitigation measures identified in the FEIR applicable to the proposed project are identified in the text of the determination under each topic area. The Community Plan Exemption Checklist (Appendix A) identifies the potential environmental impacts of the proposed project and indicates whether such impacts are addressed in the Eastern Neighborhoods FEIR.

This determination assesses the proposed project's potential to cause environmental impacts and concludes that the proposed project would not result in new significant environmental effects not identified in the Eastern Neighborhoods FEIR, or effects of substantially greater severity than were already analyzed and disclosed in the Eastern Neighborhoods FEIR. This determination does not identify new or additional information that would alter the conclusions of the Eastern Neighborhoods FEIR. This determination also identifies mitigation measures contained in the FEIR that would be applicable to the proposed project at 650 Indiana Street. Relevant information pertaining to prior environmental review conducted for the Eastern Neighborhoods FEIR is included below, as well as an evaluation of the potential environmental effects of the proposed project.

BACKGROUND

After several years of analysis, community outreach, and public review, the Eastern Neighborhoods Plan was adopted in December 2008. The Eastern Neighborhood Plan was adopted in part to support office and housing development in some areas previously zoned to allow industrial uses, while preserving an adequate supply of space for existing and future production, distribution, and

repair (PDR) employment and businesses. The Eastern Neighborhoods Plan also included changes to existing height and bulk districts in some areas, including the project site at 650 Indiana Street.

During the Eastern Neighborhoods Plan adoption phase, the Planning Commission held public hearings to consider the various aspects of the proposed area plans, and Planning Code and Zoning Map amendments. On August 7, 2008, the Planning Commission certified the Eastern Neighborhoods FEIR by Motion 17659 and adopted the Preferred Project for final recommendation to the Board of Supervisors.⁵

A major issue in the Eastern Neighborhoods rezoning process was the degree to which existing industrially-zoned land would be rezoned to primarily residential and mixed-use districts, thus reducing the availability of land traditionally used for PDR employment and businesses. Among other topics, the Eastern Neighborhoods FEIR assesses the significance of the cumulative land use effects of the rezoning by analyzing its effects on the City's ability to meet its future PDR space needs as well as its ability to meet its housing needs as expressed in the City's General Plan.

The Eastern Neighborhoods FEIR included analyses of environmental issues including land use; plans and policies; visual quality and urban design; population, housing, business activity, and employment (growth inducement); transportation; noise; air quality; parks, recreation and open space; shadow; archaeological resources; historic architectural resources; hazards; and other issues not addressed in the previously issued Initial Study for the Eastern Neighborhoods project.

As a result of the adoption of the Eastern Neighborhoods Plans, the project site has been rezoned to Urban Mixed Use (UMU). The proposed project and its relation to PDR land supply and cumulative land use effects is discussed further on p. 21, Land Use. The 650 Indiana Street project site, which is located in the Central Waterfront Area of the Eastern Neighborhoods, was designated and envisioned as a site with a building up to 58 feet in height and containing a mix of uses. The proposed project is in conformance with the height, use, and density for the site described in the Eastern Neighborhoods FEIR and would represent a small part of the growth that was forecast for the Eastern Neighborhoods area. Thus, this determination concludes that the proposed project at 650 Indiana Street is consistent with and was encompassed within the analysis in the Eastern Neighborhoods FEIR.

Several other projects located within the project vicinity were also included in the growth forecast of the Eastern Neighborhoods Plans and, thus, analyzed in the Eastern Neighborhoods FEIR. Applications for these projects have been filed with the Planning Department and all of them are currently undergoing environmental review. Cumulative effects associated with these projects, in combination with environmental impacts associated with the 650 Indiana Street project, were considered in the Eastern Neighborhoods FEIR. These projects include the following:

⁵ San Francisco Planning Commission Motion 17659 (August 7, 2008), <http://www.sfgov.org/site/>.

- **800 Indiana:** Demolition of the existing Opera Warehouse and construction of a new six-building, 340-unit multi-family development, including a 294-space semi-subterranean parking garage;
- **777 Tennessee:** Demolition of an existing two-story light industrial building and construction of a new 59-unit multi-family building over below grade parking which would contain 49 off-street parking spaces;
- **815 Tennessee:** Demolition of the two-story 815-825 Tennessee buildings, retaining the brick facade on the corner of Tennessee and 19th Streets (listed as a known historic resource in the Central Waterfront Survey) and construction of a new six-story (58-foot) 88-dwelling-unit apartment building with a subterranean garage providing 58 off-street parking spaces;
- **888 Tennessee:** Demolition of an existing two-story building and construction of two four-story residential-over-retail buildings containing 110 dwelling units, 2,155 sf of retail space, 10,073 sf of courtyard open space, and a 35,752 sf below-grade parking garage with 93 off-street parking spaces; and
- **901 Tennessee:** Demolition of an existing one-story warehouse and construction of a new four-story, 39-unit residential building over basement-level parking containing 30 off-street parking spaces.

The following discussion demonstrates that the proposed 650 Indiana Street project would not result in significant impacts that were not identified or a more severe adverse impact than discussed in the Eastern Neighborhoods FEIR, including project-specific impacts.

POTENTIAL ENVIRONMENTAL EFFECTS

Land Use and Land Use Planning

The Eastern Neighborhoods Rezoning and Area Plans rezoned much of the city's industrially zoned land. The main goals that guided the planning process were to reflect local values, increase housing, maintain some industrial land supply, and improve the quality of all existing areas with future development. The Eastern Neighborhoods Rezoning and Area Plans permitted housing development in some areas currently zoned for industrial use while protecting an adequate supply of land and buildings for production, distribution, and repair (PDR) employment and businesses. A major issue discussed in the Area Plan process was the degree to which existing industrially zoned land would be rezoned to primarily residential and mixed use districts, thus reducing the availability of land traditionally used for PDR employment and businesses.

The Eastern Neighborhoods FEIR evaluated three land use alternatives. Option A retained the largest amount of existing land that accommodated PDR uses and converted the least amount of industrially zoned land to residential use. Option C converted the most existing land accommodating PDR uses to residential and mixed uses. Option B fell between Options A and C.

While all three options were determined to result in a decline in PDR employment, the loss of PDR jobs was determined to be greatest under Option C. The alternative ultimately selected – the “Preferred Project” – represented a combination of Options B and C. Because the amount of PDR space to be lost with future development under all three options could not be precisely gauged, the FEIR determined that the Preferred Option would result in a significant and unavoidable impact on land use due to the cumulative loss of PDR use in the Area Plan. This impact was addressed in a Statement of Overriding Considerations with CEQA Findings and adopted as part of the Eastern Neighborhoods Rezoning and Area Plans approval on January 19, 2009.

The Eastern Neighborhoods FEIR included one mitigation measure, Mitigation Measure A-1, for land use controls in Western SoMa that could incorporate, at a minimum, no net loss of land currently designated for PDR uses, restrict non-PDR uses on industrial (or other PDR-designated) land, and incorporate restrictions on potentially incompatible land uses proximate to PDR zones. The measure was judged to be infeasible, because the outcome of the community-based Western SoMa planning process could not be known at the time, and the measure was seen to conflict with other City policy goals, including the provision of affordable housing. The 650 Indiana Street project site is not located in Western SoMa; therefore this mitigation measure is not applicable.

According to the Eastern Neighborhoods FEIR, the Dogpatch neighborhood (which includes the proposed project site) contains a mix of zoning districts, including Urban Mixed-Use (UMU), Heavy Commercial (C-M), General Production, Distribution, and Repair (PDR-1-G), Public (P), and Small Scale Neighborhood Commercial Transit District (NCT-2). As noted, the project site is in the UMU use district. The UMU use district allows a wide variety of uses, including retail and housing, and to act as a buffer between residential and PDR uses. Allowed uses within the UMU District include PDR uses such as light manufacturing, home and business services, arts activities, warehouses, and wholesaling. Additional permitted uses include retail, educational facilities, nighttime entertainment, and motor vehicle services (e.g., automobile sale or rental). The proposed project would intensify uses on the project site by constructing a larger building than the existing structures. However, the new land uses would not have an effect on the character of the vicinity beyond what was identified in the Eastern Neighborhoods FEIR.

As noted above, the Eastern Neighborhoods FEIR determined that the cumulative loss of PDR uses in the Plan Area would result in a significant and unavoidable land use impact. Development of the proposed project would involve removal of existing buildings, one of which contains a sound studio, which is considered a PDR use. Because the proposed project would remove an existing PDR use and would preclude future PDR uses from being developed throughout the entire project site, the project could contribute to the significant and unavoidable impact identified in the Eastern Neighborhoods FEIR.

However, the Eastern Neighborhoods FEIR also determined that the majority of the Central Waterfront plan area would retain PDR uses with the implementation of the Eastern Neighborhoods

Area Plan, and that, there would be a net increase in floor area devoted to PDR uses under the rezoning. While the proposed change in use from PDR to residential and retail uses would contribute to the significant and unavoidable cumulative land use impact related to the loss of PDR use identified in the Eastern Neighborhoods FEIR, it would not increase the severity of this impact or result in any other significant cumulative land use impacts not identified in that FEIR.

The Citywide Planning and Current Planning Divisions of the Planning Department have determined that the proposed project would be consistent with the development density of the Mission Street NCT District Zoning and satisfy the requirements of the General Plan and the Planning Code.^{6,7}

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to land use and land use planning, either individually or cumulatively.

Cultural Resources

Archaeological Resources

The Eastern Neighborhoods FEIR identified potential archaeological impacts related to the Eastern Neighborhoods program and identified three archaeological mitigation measures that would reduce impacts to archaeological resources to less than significant. Eastern Neighborhoods FEIR Mitigation Measure J-1 applies to properties for which a final archaeological research design and treatment plan is on file at the Northwest Information Center and the Planning Department. Mitigation Measure J-2 applies to properties for which no archaeological assessment report has been prepared or for which the archaeological documentation is incomplete or inadequate to serve as an evaluation of potential effects on archaeological resources under CEQA. Mitigation Measure J-3, which applies to properties in the Mission Dolores Archaeological District, requires that a specific archaeological testing program be conducted by a qualified archaeological consultant with expertise in California prehistoric and urban historical archaeology. No previous archeological studies have been conducted for the project site, and the site is not located within the Mission Dolores Archeological District; therefore, Eastern Neighborhoods FEIR Mitigation Measures J-1 and J-3 do not apply to the proposed project.

⁶ Adam Varat, San Francisco Planning Department, Community Plan Exemption Eligibility Determination, Citywide Planning and Policy Analysis, 650 Indiana Street (November 13, 2013). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

⁷ Julian Banales, San Francisco Planning Department, Community Plan Exemption Eligibility Determination, Current Planning, 650 Indiana Street (February 25, 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

Because no previous archeological studies have been prepared for the project site, Eastern Neighborhoods FEIR Mitigation Measure J-2 (properties with no previous studies) applies to the proposed project. Mitigation Measure J-2 requires preparation of a preliminary archeological sensitivity study to assess the potential for a proposed project to have a significant impact on archeological resources. Accordingly, the Planning Department's archeologist conducted an archeological assessment of the project site and the proposed project on June 6, 2013.⁸ The Planning Department's archeologist reviewed the project plans and the geotechnical investigation⁹ produced for the project. The geotechnical investigation included borings and soil sampling on the site. Based on the borings logs in the geotechnical report, bedrock is at one to four feet below the ground surface within the project site. Therefore, based on a review of site stratigraphy, specifically the presence of shallow bedrock, significant archeological resources are not anticipated within the project site.

Based on this assessment, the Planning Department's archeologist has determined that the project site has a low sensitivity for significant archeological resources, and that no CEQA-significant archeological resources would be expected to be affected by the proposed project. Therefore, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to archeological resources, either individually or cumulatively.

Historic Resources

The Eastern Neighborhoods FEIR anticipated that program implementation may result in demolition of buildings identified as historical resources, and found this impact to be significant and unavoidable. This impact was addressed in a Statement of Overriding Considerations with findings and adopted as part of the Eastern Neighborhoods Rezoning and Area Plans approval on January 19, 2009. Eastern Neighborhoods FEIR Mitigation Measure K-1, Interim Procedures for Permit Review in the Eastern Neighborhoods Area Plan, required certain projects to be presented to the Landmarks Preservation Advisory Board (now the Historic Preservation Commission [HPC]). This mitigation measure is no longer relevant, because the Inner Mission North Historic Resource Survey was completed and adopted by the HPC on June 1, 2011. Mitigation Measures K-2 and K-3, which amended *Planning Code* Article 10 to reduce potential adverse effects to contributory structures within the South End Historic District (East SoMa) and the Dogpatch Historic District (Central Waterfront), do not apply to the proposed project because the project site is not located within the South End or Dogpatch Historic Districts.

⁸ Randall Dean, San Francisco Planning Department. *Archeological Review Log*.

⁹ Treadwell & Rollo, *Geotechnical Investigation 650 Indiana Street Project, San Francisco, CA* (February 8, 2013). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

The subject buildings were constructed in 1978 and do not meet the minimum qualifications for listing in the national, state, or local registers due to age. Therefore, they are not historical resources for the purpose of this review. The proposed building is more than a block away from the Dogpatch Landmark District and the proposed height is within the general scale of the neighborhood. Therefore, there is no potential for offsite impacts to historical resources. For these reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to historic resources, either individually or cumulatively.

Transportation and Circulation

The Eastern Neighborhoods FEIR anticipated that growth resulting from the zoning changes could result in significant impacts on traffic and transit ridership and identified 11 transportation mitigation measures. Even with mitigation, however, it was anticipated that the significant adverse cumulative traffic impacts at certain local intersections and the cumulative impacts on certain transit lines could not be fully mitigated. Thus, these impacts were found to be significant and unavoidable.

To examine the potential for significant new or more severe transportation impacts associated with the proposed project that were not identified in the Eastern Neighborhoods FEIR, a Transportation Impact Study (TIS) was completed for the proposed project in January 2013.¹⁰ The results of this study are summarized below.

Trip Generation

Table 1, Person-Trip Generation Rates, presents the weekday daily and PM peak hour trip generation rates used for the analysis of the proposed project. Based on the San Francisco Planning Department's *Transportation Impact Analysis Guidelines SF Guidelines*, the addition of 111 dwelling units and approximately 1,900 gsf of retail uses would generate a total of 1,233 weekday daily person trips and 189 weekday PM peak hour person trips.

Land Use	Intensity	Daily Trip Rate	Weekday Daily Person-Trips	PM Peak Hour Percent of Daily	Weekday PM Peak Hour Person-Trips
Residential:					
Studio/1-BR	66	7.5/unit	495	17.3%	85
2+ BR	45	10.0/unit	450	17.3%	78
Retail	1,917 gsf	150/1,000 gsf	288	9.0%	26
Total			1,233		189

SOURCE: Atkins (2014)

¹⁰ Atkins, *650 Indiana Street Project Transportation Impact Study* (January 24, 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

The proposed conversion of the existing 19th Street right-of-way into a public plaza is not expected to generate daily person-trips, as the plaza would be pedestrian-oriented and expected to be neighborhood-serving and integrated with the adjacent retail use, for which trip generation is estimated above. No parking would be provided at the plaza, thus discouraging vehicular travel, and encouraging the use of alternate forms of transportation, such as walking and bicycling. Public events drawing larger numbers of users to the plaza would be infrequent and associated trip generation and traffic increases would be temporary in nature.

Traffic

The proposed project's vehicle trips would travel through the intersections in the project vicinity. As shown in Table 2, Intersection Operations With and Without Project Trips – Weekday PM Peak Hour, with the addition of the proposed project, all study intersections are projected to operate at an acceptable level of service (LOS)¹¹ except the intersections of Mariposa Street and Pennsylvania Avenue and Mariposa Street and the I-280 southbound on-ramp. These two unsignalized intersections were identified as operating at LOS F under Existing conditions. The addition of project trips would result in the same LOS, with projected delay increasing in proportion to the project-related increase in traffic. Signal warrant analyses¹² conducted for these intersections indicated that the intersection of Mariposa Street and Pennsylvania Avenue does not meet peak hour warrants for either the existing condition or the Existing plus Project condition, and that the intersection of Mariposa Street and I-280 SB on-ramp meets signal warrants for both Existing and Existing plus Project conditions.

Based on the signal warrant analysis for the intersection of Mariposa Street and I-280 southbound on-ramp, the project-related traffic contribution to the worst approach (eastbound Mariposa Street) at this intersection was calculated. The proposed project would add nine new trips to the existing 746 trips using the eastbound, worst approach under existing conditions at this intersection, resulting in a project contribution to the eastbound approach of 1.2 percent, which is less than the 5 percent contribution threshold for substantial contribution to unsignalized intersections functioning at LOS E or F. Based on this, the impact on LOS due to the anticipated increase in project trips would not be not considered significant.

¹¹ LOS is a qualitative description of the performance of an intersection based on the average delay per vehicle. Intersection levels of service range from LOS A, which indicates free flow or excellent conditions with short delays, to LOS F, which indicates congested or overloaded conditions with extremely long delays. LOS A through LOS D is considered excellent to satisfactory service levels, LOS E is undesirable, and LOS F conditions are representative of gridlock.

¹² A signal warrant analysis is conducted to help determine whether or not conditions warrant the installation or the continued operation of a traffic signal.

Table 2 Intersection Operations With and Without Project Trips – Weekday PM Peak Hour

Intersection	Traffic Control Device	Analysis Criteria	Existing Conditions			Existing plus Project Conditions		
			Delay (secs/veh)	LOS	Worst Approach	Delay (secs/veh)	LOS	Worst Approach
1. Mariposa Street and Pennsylvania Avenue	Two-way stop	Worst approach	75.4	F	Northbound	76.8	F	Northbound
2. Mariposa Street and I-280 SB on-ramp	One-way stop	Worst approach	>80	F	Eastbound	>80	F	Eastbound
3. Mariposa Street and I-280 NB off-ramp	Traffic signal	Int. average	20.0	C	N/A	20.2	C	N/A
4. Mariposa and Minnesota Streets	Two-way stop	Worst approach	18.3	C	Northbound	18.3	C	Northbound
5. 18 th and Minnesota Streets	Two-way stop	Worst approach	13.6	B	Northbound	14.0	B	Northbound
6. 19 th and Indiana Streets	Two-way stop	Worst approach	9.7	A	Westbound	9.6	A	Westbound
7. 19 th and Minnesota Streets	Two-way stop	Worst approach	10.4	B	Eastbound	10.9	B	Eastbound
8. 20 th and Tennessee Streets	All-way stop	Worst approach	7.9	A	Southbound/ Westbound	7.9	A	Westbound

SOURCE: Atkins (2014).

While the proposed project would not result in any significant transportation-related traffic impacts, and no mitigation would be required, the project sponsor has agreed to implement following improvement measure to promote alternative travel modes:

Project Improvement Measure I-TR-1 – Residential Transportation Demand Management Program. The Project Sponsor shall implement Transportation Demand Management (TDM) measures to reduce traffic generated by the proposed project and to encourage the use of rideshare, transit, bicycle, and walk modes for trips to and from the proposed project. In addition, prior to issuance of a temporary permit of building occupancy, the project sponsor must execute an agreement with the Planning Department for the provision of TDM services. The TDM program shall have a monitoring component to ascertain its effectiveness. Recommended components of the TDM program include the following:

TDM Program

The project sponsor should implement the following TDM measures at a minimum:

- **TDM Coordinator:** Provide TDM training to property managers/coordinators. The TDM coordinator should be the single point of contact for all transportation-related questions from residents and City staff.

■ Transportation Information:

- > **Move-in packet:** Provide a transportation insert for the move-in packet that includes information on transit service (Muni and BART lines, schedules and fares), information on where transit passes may be purchased, and information on the 511 Regional Rideshare Program.
- > **Current transportation information:** Provide ongoing local and regional transportation information (e.g., transit maps and schedules, maps of bicycle routes, internet links) for new and existing tenants. Other strategies may be proposed by the Project Sponsor and should be approved by City staff.
- > **Ride Board:** Provide a "ride board" (virtual or real) through which residents can offer/request rides, such as on the Homeowners Association website and/or lobby bulletin board. Other strategies may be proposed by the Project Sponsor and should be approved by City staff.

■ Bicycle Access:

- > **Signage:** Ensure that the points of access to bicycle parking through elevators on the ground floor and the garage ramp include signage indicating the location of these facilities.
- > **Tenant Cooperation:** Encourage retail tenants to allow bicycles in the workplace.
- > **Safety:** Ensure that bicycle access to the site is safe, avoiding conflicts with automobiles, transit vehicles and loading vehicles, such as those described in Improvement Measure I-TR-2, Queue Abatement Condition of Approval.

TDM Monitoring

The Planning Department shall provide the TDM Coordinator with a clearly formatted "Resident Transportation Survey" (online or in paper format) to facilitate the collection and presentation of travel data from residents at the following times: (a) one year after 85 percent occupancy of all dwelling units in the new building; and (b) every two years thereafter, based on a standardized schedule prepared and circulated by the Planning Department staff to the TDM Coordinator.

The TDM Coordinator shall collect responses from no less than 33 percent of residents within the newly occupied dwelling units within 90 days of receiving the Resident Transportation Survey from the Planning Department. The Planning Department will assist the TDM Coordinator in communicating the purpose of the survey, and shall ensure that the identity of individual resident responders is protected. The Department shall provide professionally prepared and easy-to-complete online (or paper) survey forms to assist with compliance.

The Planning Department shall also provide the TDM Coordinator with a separate "Building Transportation Survey" that documents which TDM measures have been implemented during the reporting period, along with basic building information (e.g., percent unit occupancy, off-site parking utilization by occupants of building, loading frequency, etc.). The

Building Transportation Survey shall be completed by the TDM Coordinator and submitted to City staff within 30 days of receipt.

The Project Sponsor shall also allow trip counts and intercept surveys to be conducted on the premises by City staff or a City-hired consultant. Access to residential lobbies, garages, etc. shall be granted by the Project Sponsor and facilitated by the TDM Coordinator. Trip counts and intercept surveys are typically conducted for two to five days between 6:00 a.m. and 8:00 p.m. on both weekdays and weekends.

Bike Sharing

Within 30 days after receiving Planning Commission approval for the subject project, Project Sponsor shall contact Bay Area Bike Share (or its successor entity) to determine whether Bay Area Bike Share would be interested and able to fund and install a new bike share station in the public right-of-way immediately adjacent to the project site (including locations within new or existing sidewalks, new or existing on-street parking, or new or existing roadway areas) within six months of the Project Sponsor's estimated receipt of its Temporary or Final Certificate of Completion for the subject project.

Bay Area Bike Share shall respond by 60 days prior to the Project Sponsor's meeting with the Transportation Advisory Staff Committee (TASC) for approval of the streetscape design. TASC approval typically occurs at the 90 percent design phase.

If Bay Area Bike Share is not interested in and able to fund and install a new bike share station immediately adjacent to the project site, as indicated in writing, the Project Sponsor shall not be obligated to design and permit such a space. If Bay Area Bike Share determines in writing that it would be interested and able to fund and install a new bike share station immediately adjacent to the project site within the time period specified above, the Project Sponsor shall make best efforts to modify its streetscape design to accommodate a new bike share station to the dimensions provided by Bay Area Bike Share, and obtain all city permits necessary to provide such a space immediately adjacent to the project site in the public right-of-way.

If the City agencies responsible for issuing the permits necessary to provide the new bike share station space reject the Project Sponsor's application despite Project Sponsor's best efforts, the Project Sponsor shall not be obligated to provide such space.

Queuing

As shown in Figure 2, Proposed Site Plan, p. 5, the parking garage would be accessed through a ramp from Indiana Street at the north end of the property.

During the peak hour, vehicles turning left into the driveway from the south may need to pause and wait for a gap in traffic travelling southbound on Indiana Street. While substantial queuing is not expected and traffic flows on Indiana Street or at the intersections of Indiana and Mariposa Streets and Indiana and 19th Streets would not be affected, vehicle queues at the proposed project driveway

into the public right-of-way would be subject to the Planning Department's vehicle queue abatement Conditions of Approval. The project sponsor has agreed to implement these conditions, which are identified in the following improvement measure:

Project Improvement Measure I-TR-2 – Queue Abatement Condition of Approval. It shall be the responsibility of the owner/operator of any off-street parking facility with more than 20 parking spaces (excluding loading and car-share spaces) to ensure that recurring vehicle queues do not occur on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis.

If a recurring queue occurs, the owner/operator of the parking facility shall employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable).

Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional bicycle parking, customer shuttles, delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.

If the Planning Director, or his or her designee, suspects that a recurring queue is present, the Department shall notify the property owner in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant shall prepare a monitoring report to be submitted to the Department for review. If the Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to abate the queue.

Construction

Project construction, including construction of the 19th Street Pedestrian Plaza, would also result in a temporary increase in the number of vehicle trips at study intersections. However, the addition of the worker-related vehicle or transit trips would not substantially affect transportation conditions, as any impacts on local intersections or the transit network would be similar to, or less than, those associated with the project's operational phase, which were determined to be less than significant. Nonetheless, the project sponsor has agreed to implement the following improvement measure to further reduce construction impacts:

Project Improvement Measure I-TR-3 – Construction Management. The project sponsor and construction contractor(s) would meet with the Traffic Engineering Division of the Department of Parking and Traffic (DPT), the Fire Department, Muni, and the Planning Department to determine feasible measures to reduce traffic congestion, including potential transit disruption and pedestrian circulation impacts during construction of the proposed project. The temporary parking demand by construction workers would need to be met on site, on street, or within other off-street parking facilities. Construction workers should be encouraged to take transit or carpool to the project site. Other measures should include sending construction schedule updates to adjacent businesses or residents; development and implementation of construction truck management to minimize the overall number of truck trips to and from the site; avoiding truck trips during peak hours; and coordination with any nearby construction sites, such as 800 Indiana Street, to minimize overlapping peaks in construction trucks or other construction-related traffic.

Overall, the increase in vehicle trips associated with construction and operation would not result in a significant impact on traffic in the project vicinity. Since the project contribution to a critical movement that is operating at LOS F is less than the threshold value of 5 percent, the proposed project would not result in a significant contribution to the LOS E operating conditions at this intersection, and impacts on 2035 Cumulative traffic operations would be less than significant. Similarly, the intersection of 18th and Minnesota Streets is projected to experience noticeable growth in background traffic volumes, which would result in the intersection operating at LOS F. Signal warrant analysis for the intersection of 18th and Minnesota Streets (for cumulative conditions volume) indicates that this intersection would not meet warrants.

Further, while localized cumulative construction-related traffic impacts could occur as a result of cumulative projects that generate increased traffic at the same time and on the same roads as the proposed project, the cumulative impacts of multiple nearby construction projects would not be cumulatively considerable. Construction would be of temporary duration, and the proposed project would be required to coordinate with various City departments such as SFMTA and DPW through the Transportation Advisory Staff Committee (TASC) to develop coordinated plans that would address construction-related vehicle routing and pedestrian movements adjacent to the construction area for the duration of construction overlap. Additionally, the construction manager for each project would be required to work with the various departments of the City to develop a detailed and coordinated plan that would address construction vehicle routing, traffic control, and pedestrian movement adjacent to the construction area for the duration of any overlap in construction activity.

For the above reasons, the proposed project would not result in significant new or more severe impacts than were not identified in the Eastern Neighborhoods FEIR related to traffic, either individually or cumulatively.

Transit

The project site is located within a quarter-mile of several local transit lines including Muni bus lines 8AX, 8BX, 8X, 9, 9L, 10, 12, 14, 14L, 14X, 19, 27, 49, and streetcar lines J and T. The proposed project would generate a total of 37 PM peak hour transit trips. These transit trips to and from the project site would utilize the nearby Muni lines and regional transit line and may include transfers to other Muni bus lines and light rail lines, or other regional transit providers, such as BART and Caltrain. Given the wide availability of nearby transit, the addition of 37 trips during the PM peak hour would be accommodated by existing capacity. As such, the proposed project would not result in unacceptable levels of transit service or cause a substantial increase in delays or operating costs such that significant adverse impacts in transit service could result.

Each of the rezoning options in the Eastern Neighborhoods FEIR identified significant and unavoidable cumulative impacts relating to increases in transit ridership on Muni lines, with the Preferred Project having significant impacts on seven lines. Of those lines, the project site is located within a quarter-mile of Muni lines 9, 27, and 49. Mitigation measures proposed to address these impacts related to pursuing enhanced transit funding; conducting transit corridor and service improvements; and increasing transit accessibility, service information and storage/maintenance capabilities for Muni lines in the Eastern Neighborhoods. Even with mitigation, however, cumulative impacts on the above lines were found to be significant and unavoidable and a Statement of Overriding Considerations related to the significant and unavoidable cumulative transit impacts was adopted as part of the FEIR Certification and project approval.

The proposed project would not contribute considerably to these conditions as its small contribution of 37 PM peak hour transit trips would not be a substantial proportion of the overall additional transit volume expected to be generated by implementation of Eastern Neighborhoods Plan and would be within the scope of the Eastern Neighborhood FEIR analysis. For the above reasons, the proposed project would not result in significant new or more severe impacts than were not identified in the Eastern Neighborhoods FEIR related to transit, either individually or cumulatively.

Loading

The residential and retail uses associated with the proposed project would generate an average of 3.2 freight vehicle trips per day (2.8 trips for the residential use and 0.4 trip for the retail use) and would result in a loading demand for approximately 0.1 loading space during an average hour and 0.2 loading space during the peak hour. No regularly scheduled loading activities would be associated with the proposed 19th Street Pedestrian Plaza.

Planning Code Section 152.1 requires one off-street loading space for residential developments of 100,001 to 200,000 sf. No off-street loading space is required for the residential uses consisting of less than 100,000 sf of development or for retail uses consisting of less than 10,000 sf of development. Therefore, proposed project would not include any off-street loading facilities.

The project would include a yellow on-street loading zone approximately 46 feet long located directly east of the project site on the east side of Indiana Street north of 19th Street. To minimize queuing, the project also would include a 25-foot white vehicle queuing/passenger loading zone on Indiana Street just north of the project's driveway. Both of these proposed loading zones would be subject to SFMTA approval, which would include a public hearing to consider the request.

The proposed project loading demand would be minimal and would be accommodated within the proposed on-street loading zone. For the above reasons, the proposed project would not result in significant new or more severe impacts than were not identified in the Eastern Neighborhoods FEIR related to loading, either individually or cumulatively.

Pedestrian and Bicycle Conditions

The proposed project would add about 57 pedestrian trips to the adjacent sidewalks during the weekday PM peak hour. While the addition of the project generated pedestrian trips would incrementally increase pedestrian volumes on Indiana, 19th, and Minnesota Streets, the additional trips would not substantially affect pedestrian flows. To accommodate pedestrian traffic adjacent to the project site, the project proposes a seven-foot throughway adjacent to the project site, an additional five-foot frontage between the building and the throughway, a five-foot furnishing zone, and a two-foot edge zone, for a total of 19 feet. This exceeds the existing sidewalk zones of 14 feet, as well as the BSP requirements of 12.5 feet.

The proposed pedestrian improvements would minimize hazards associated with conflicts between pedestrians and vehicles. Pedestrian safety around the project site would also be enhanced through the provision of a passenger drop-off zone just north of the vehicular garage access point and with construction of bulb-outs on the west side of Indiana Street at the 19th Street intersection corners. The project also proposes to turn 19th Street west of Indiana Street into a public plaza with limited vehicle access, as shown on Figure 2, Proposed Site Plan, p. 5.

The proposed project would meet the requirements of the *Planning Code* by providing 111 Class 1 bicycle spaces and eight Class 2 bicycle spaces. There are three designated San Francisco Bicycle Routes in the vicinity of the proposed project – Bicycle Route 5 on Illinois Street, Bicycle Route 7 adjacent to the project site on Indiana Street, and Bicycle Route 23 on Mariposa Street. With the current low bicycle and traffic volumes on the adjacent streets, existing bicycle travel generally occurs without major impedances or safety problems.

It is anticipated that a portion of the 40 "walk/other" trips generated by the proposed project would be bicycle trips that would add a small number of bicycles to these nearby bicycle routes. However, it is expected that project-related vehicle trips into and out of the project site during the PM peak hour on Indiana Street (61 inbound and 33 outbound residential vehicle trips) would not result in substantial vehicle-bicycle conflicts.

The projected increase in background vehicle traffic between Existing plus Project and 2035 Cumulative conditions would result in an increase in the potential for vehicle-pedestrian and vehicle-bicycle conflicts at intersections in the study area. However, the proposed project would not create potentially hazardous conditions for pedestrians or bicycles, or otherwise substantially impede pedestrian or bicycle accessibility within the Eastern Neighborhoods area. For the above reasons, the proposed project would not result in significant new or more severe impacts than were not identified in the Eastern Neighborhoods FEIR related to pedestrian and bicycle conditions, either individually or cumulatively.

Emergency Access

The proposed streetscape improvements, including construction of the 19-foot sidewalk on the west side of Indiana Street and the conversion of parking on the west side of Indiana Street from perpendicular to parallel, would not affect emergency access because such changes would not close the streets to emergency vehicles. The conversion of the stub end of 19th Street west of Indiana Street to a pedestrian plaza would, however, require emergency vehicles to remove the bollards before entering the street, if access to this location is required. The project sponsor has agreed to implement the following improvement measure to ensure that first responders would be provided with a key to unlock the bollards if necessary to permit emergency vehicle access:

Project Improvement Measure I-TR-4 – Provision of Keys to First Responders. If the bollards at the entrance to 19th Street west of Indiana Street cannot be removed by first responders without a key, upon installation of the bollards, the project sponsor shall provide bollard keys to first responders to permit emergency access.

The proposed project would not result in significant new or more severe impacts than were not identified in the Eastern Neighborhoods FEIR related to emergency access, either individually or cumulatively.

Parking

Public Resources Code Section 21099(d), effective January 1, 2014, provides that, “aesthetics and parking impacts of a residential, mixed-use residential, or employment center project on an infill site located within a transit priority area shall not be considered significant impacts on the environment.” Accordingly, aesthetics and parking are no longer to be considered in determining if a project has the potential to result in significant environmental effects for projects that meet all of the following three criteria:

- a) The project is in a transit priority area
- b) The project is on an infill site
- c) The project is residential, mixed-use residential, or an employment center

The proposed project meets each of the above three criteria and thus, this determination does not consider the adequacy of parking in determining the significance of project impacts under CEQA.¹³ The Planning Department acknowledges that parking conditions may be of interest to the public and the decision makers. Therefore, this determination presents a parking demand analysis for informational purposes.

The proposed project would have a parking demand of approximately 151 spaces, of which eight would be required for short-term parking and 143 would be required for long-term parking. Of this parking demand, the residential uses would require 140 long-term spaces, but no short-term spaces. The retail uses would require eight short-term spaces and three long-term spaces. No dedicated parking would be provided to serve the proposed 19th Street Pedestrian Plaza.

As a result of the proposed reconfiguration of parking on the west side of the street from perpendicular parking to parallel parking, and the addition of a loading zone on the east side of the street, the project would displace 19 on-street parking spaces in front of the site. Of these 19 spaces, 16 spaces would be lost due to parallel parking conversion, one would be lost due to the bulbout on 19th and Indiana Streets, and two would be lost due to the placement of the proposed loading zone across the street from the project site.

The *Planning Code* (Section 151.1) includes parking maximums that would allow the proposed project to provide up to 83 parking spaces for the residential uses (0.75 space per unit, 111 units) and one parking space for the retail uses (one space for each 1,500 gsf, 1,917 sf total). Because the proposed project would provide 79 parking spaces for the residential units and no spaces for the retail uses, it would comply with the *Planning Code* requirements. Per *Planning Code* requirements the project would also provide three ADA parking spaces and one car-share parking space.

The project site is located in the Eastern Neighborhood Mixed-Use District (SD-3) where, under *Planning Code* Section 151, residential projects are not required to provide any off-street parking space. Any unmet parking demand could be accommodated by a combination of proposed new off-street parking and existing on-street parking within a reasonable distance of the project vicinity. Additionally, the project site is well-served by transit and bicycle facilities. Therefore, any unmet parking demand associated with the project would not materially affect the overall parking conditions in the project vicinity such that hazardous conditions or significant delays are created.

Under cumulative parking conditions, due to anticipated new development and increased density within the City, parking demand and competition for on- and off-street parking is likely to increase. In combination with the City's Transit First Policy, the City's BSP and related projects, the proposed project would not provide on-site parking spaces to meet expected demand. However, because the

¹³ San Francisco Planning Department, *Transit-Oriented Infill Project Eligibility Checklist for 650 Indiana Street* (February 14, 2014). This document is available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

proposed project's unmet parking demand would not be considered substantial, it would not make a substantial contribution to future parking deficits within the Eastern Neighborhoods area.

In summary, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to traffic and transportation, either individually or cumulatively.

Noise

The Eastern Neighborhoods FEIR identified potential impacts related to residences and other noise-sensitive uses located in proximity to noisy uses such as PDR, retail, entertainment, cultural/institutional/educational uses, and office uses. In addition, the Eastern Neighborhoods FEIR noted that implementation of the plan would incrementally increase traffic-generated noise on some streets in the Eastern Neighborhoods area and result in temporary construction noise impacts from pile driving and other construction activities. The Eastern Neighborhoods FEIR therefore identified six noise mitigation measures, discussed below, that would reduce noise impacts to less-than-significant levels.

To comply with several mitigation measures included in the Eastern Neighborhoods FEIR, a Noise Technical Report was prepared to assess potential noise and vibration impacts associated with the implementation of the proposed project and to determine whether the project would result in any significant noise impacts not identified in the Eastern Neighborhoods FEIR.¹⁴ The following analysis is based on the findings of this report.

Eastern Neighborhoods FEIR Mitigation Measures F-1 and F-2, relate to construction noise. Mitigation Measure F-1 requires individual projects that include pile-driving within the Eastern Neighborhoods Area Plan and within proximity to noise-sensitive uses to ensure that piles be pre-drilled, wherever feasible, to reduce construction-related noise and vibration. No pile-driving activity would occur as a part of project construction. Therefore, this mitigation measure does not apply to the proposed project.

Mitigation Measure F-2 requires individual projects that include particularly noisy construction procedures requiring noise controls in proximity to sensitive land uses to submit site-specific noise attenuation measures plan under the supervision of a qualified acoustical consultant to the Department of Building Inspection (DBI) prior to commencing construction. Construction noise controls are required for construction that exceeds the construction noise limits in the Noise Ordinance and ensure that maximum feasible noise attenuation is achieved. Such plan would be

¹⁴ Atkins, *650 Indiana Street Project, San Francisco, CA, Noise Technical Report* (March 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400.

subject to review and approval by DBI. Because the proposed project could include particularly noisy construction procedures, Mitigation Measure F-2 would apply.

Construction noise is regulated by the San Francisco Noise Ordinance (San Francisco Police Code Article 29). The Noise Ordinance requires that construction work be conducted in the following manner: (1) noise levels of construction equipment, other than impact tools, must not exceed 80 dBA at a distance of 100 feet from the source (the equipment generating the noise); (2) impact tools must have intake and exhaust mufflers that are approved by the Director of the Department of Public Works (DPW) to best accomplish maximum noise reduction; and (3) if the noise from the construction work would exceed the ambient noise levels at the site property line by 5 dBA, the work must not be conducted between 8:00 p.m. and 7:00 a.m., unless the Director of DPW authorizes a special permit for conducting the work during that period. DBI is responsible for enforcing the Noise Ordinance for private construction projects during normal business hours (8:00 a.m. to 5:00 p.m.). The Police Department is responsible for enforcing the Noise Ordinance during all other hours.

Based on a worst-case assumption, construction of the project would have the potential to generate hourly average noise levels of up to 83 dBA at 100 feet. This estimate is conservative because construction equipment is expected to be spread out over the site and is not expected to be operated simultaneously. Nevertheless, the project's construction phase would have the potential to exceed the noise level limits set for construction in the Noise Ordinance, and could result in a significant impact, as identified in the Eastern Neighborhoods FEIR.

During the construction period for the proposed project of approximately 21 months, occupants of nearby properties could be disturbed by construction noise. Land uses in the project area generally consist of industrial and commercial uses that are not noise sensitive; however, residences are scattered throughout Central Waterfront Neighborhood, including in the vicinity of the proposed project. The nearest sensitive receptors to the project site are the Minnesota Lofts residential building, located at the corner of Minnesota Street and 18th Street, approximately 330 feet east from the project site. Other noise sensitive land uses within 900 feet of the project site include residences and the San Francisco Public Library (Potrero Hill Branch) located west of I-280, and residential buildings east of I-280.

At times, noise could interfere with indoor activities in nearby residences and other businesses near the project site and may be considered an annoyance by occupants of nearby properties. The increase in noise in the project area during project construction would not be considered a significant impact of the proposed project, because the construction noise would be temporary, intermittent, and restricted in occurrence and level, as the contractor would be subject to and would comply with the Noise Ordinance.

Additionally, the project sponsor has agreed to implement Eastern Neighborhoods Mitigation Measure F-2 to further minimize construction noise. With implementation of this mitigation

measure, impacts related to construction-phase noise would be less than significant, and the proposed project would not result in new or more severe adverse impacts than were identified in the Eastern Neighborhoods FEIR related to construction noise.

Project Mitigation Measure M-NO-1 – Construction Noise (Eastern Neighborhoods FEIR Mitigation Measure F-2: Construction Noise). Where environmental review of a development project undertaken subsequent to the adoption of the proposed zoning controls determines that construction noise controls are necessary due to the nature of planned construction practices and the sensitivity of proximate uses, the Planning Director shall require that the sponsors of the subsequent development project develop a set of site-specific noise attenuation measures under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted to the Department of Building Inspection to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures shall include as many of the following control strategies as feasible:

- Erect temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses.
- Utilize noise control blankets on a building structure as the building is erected to reduce noise emission from the site.
- Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings housing sensitive uses.
- Monitor the effectiveness of noise attenuation measures by taking noise measurements.
- 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.

Eastern Neighborhoods FEIR Mitigation Measures F-3, F-4, and F-6 include additional measures for individual projects that include new noise-sensitive uses, which are defined as land uses that may be subject to stress and/or interference from excessive noise such as schools, residences, churches, hospitals, and similar facilities, or that would result in conflicts between existing sensitive receptors and new noise generating uses.

Mitigation Measure F-3 requires that project sponsors of new development that includes noise-sensitive uses located along streets with noise levels above 60 dBA (L_{dn}), where such development is not already subject to the California Noise Insulation Standards in California Code of Regulations Title 24, conduct a detailed analysis of noise reduction requirements. As a multi-family residential building, the proposed project is subject to the California Noise Insulation Standards. Therefore, this mitigation measure is not applicable to the proposed project.

Eastern Neighborhoods FEIR Mitigation Measure F-4 requires the preparation of an analysis that includes, at minimum, a site survey to identify potential noise-generating uses within 900 feet of and

that have a direct line of site to the project site, and at least one 24-hour noise measurement (with maximum noise levels taken every 15 minutes). Where heightened concern about noise levels in the vicinity are present based on measurements of existing noise levels, Mitigation Measure F-4 requires completion of a detailed noise assessment by a 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.

Accordingly, as noted above, the Noise Technical Report prepared for the proposed project includes modeling results and measurements of existing noise levels that could impact the proposed residential uses and identifies insulation requirements for the proposed project to ensure compliance with Title 24 standards. Traffic noise, primarily from I-280, which abuts the project site to the west, represents the primary source of existing noise in the project vicinity.

Existing roadway noise levels were modeled using the FHWA Traffic Noise Model (TNM), Version 2.5.¹⁵ This model takes into account traffic volumes, vehicle mix, existing site topography, existing structures, and elevation of roadways and location of roadways on structures. Existing noise levels were modeled at three receptor locations on the project site and four locations off site that represent existing commercial and residential development and Esprit Park. Table 3, Existing Roadway Noise Levels, p. 40, shows the existing noise levels associated with each of the receptor locations as a result of traffic noise.

While I-280 represents the primary source of existing noise in the project vicinity, other sources of noise in the area within 900 feet of the project site include activities associated with nearby industrial uses, periodic temporary construction related noise from nearby development, and street maintenance. In particular, the Cresco equipment rental facility located immediately adjacent to the proposed 19th Street Pedestrian Plaza represents a source of existing noise associated with the movement of construction equipment into and out of the facility. This facility operates 7:00 a.m. to 5:00 p.m. Monday through Friday. Intermittent noise associated with emergency vehicles is also a source of noise in the project vicinity.

¹⁵ http://www.fhwa.dot.gov/environment/noise/traffic_noise_model/tnm_v25/

Table 3 Existing Roadway Noise Levels

Receptor #	Receptor Location	Existing Peak Noise Hour Level (Leq)	Existing Ambient Noise Level (dBA CNEL) ^a	Exceeds Noise Compatibility Standard for Existing Use? ^b
1	Middle of Esprit Park	65	67	No
2	Northeast corner of project site	68	69	No
3	Southeast corner of project site	62	63	No
4	Middle of western boundary of project site	74	75	No
5	Western frontage of residential building located east of Esprit Park	61	63	Yes
6	Western frontage of light industrial use located on east site 500 Block of Indiana Street	65	66	No
7	Western frontage of Minnesota Lofts residential building located on Minnesota Street, south of 18 th Street	63	64	Yes

SOURCE: Atkins (November 2014).

- a. Calculated peak hour noise level was used to determine CNEL using the equation recommended by Caltrans (Technical Noise Supplement p. 2-60).
- b. Normally acceptable noise standard is 60 dBA CNEL residences, 70 dBA for parks, and 77.5 dBA CNEL for commercial and industrial uses.

As described in the Noise Technical Report, a 24-hour ambient sound level survey was conducted by Steve Rogers Acoustics (SRA) on August 14, 2013, to quantify the noise environment on the project site for the purposes of determining noise insulation design. The measurement was taken on the roof of the existing structure on the project site. I-280 was visible from the measurement location. The measured noise levels in the project vicinity ranged from 70 to 73 dBA during daytime and evening hours (7:00 a.m. to 10:00 p.m.). During nighttime hours, noise levels ranged from a minimum hourly Leq of 62 dBA during the 2:00 a.m. hour, to 71 dBA during the 6:00 a.m. hour. A Community Noise Equivalent Level (CNEL) of 75 dBA was measured on site. Based on the San Francisco noise compatibility guidelines, noise levels in the project vicinity are normally unacceptable for residential land use, and conditionally acceptable for commercial and retail land uses.

Pursuant to requirements of Mitigation Measure F-4, the noise study contains the following recommendations to ensure that the proposed building would be compliant with Title 24 requirements such that future residents would not be exposed to excessive noise levels:

- The proposed buildings shall meet the minimum sound insulation requirements as outlined in Table 4, Minimum Sound Insulation Requirements, p. 41. The recommended Sound Transmission Class (STC)¹⁶ and Outdoor-Indoor Transmission Class (OITC)¹⁷ ratings are the

¹⁶ Sound Transmission Class (STC) is a single-figure rating of sound insulation performance over the frequency range 125-4,000 Hz calculated according to ASTM E-413. STC is derived from laboratory Transmission Loss testing (of windows, doors, partitions etc.) in accordance with ASTM E-90.

minimum values that will be installed. The recommended values are composite values that must be achieved by the combination of all various wall, window, and door elements.

- All roof elements over dwelling units shall generally provide a minimum STC of 36 and minimum OITC of 27. This requirement shall apply to the whole of the "O" Building and most of the roof of the "M" Building.
- Achieving the required sound insulation standards means that windows must be normally closed and do not need to be open for ventilation. The apartments and lofts will, therefore, be provided with supplemental ventilation, which could take the form of either a mechanical forced-air system or passive air-transfer path such as in-wall z-duct. Whichever method is used, the ventilation path from the living space to the exterior of the building would provide a degree of sound attenuation consistent with the STC and OITC requirements.

	<i>Minimum Acoustical Requirements</i>	
	<i>STC</i>	<i>OITC</i>
Floors 1-4	30	22
Floor 5	33	25

SOURCE: Atkins (2014).

The project sponsor has agreed to implement all of the recommended measures included in the noise study.¹⁸ DBI would ensure that the project complies with Title 24 standards during the building permit process.

Mitigation Measure F-6 from the Eastern Neighborhoods FEIR requires open space areas required under the *Planning Code* to 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 and construction of noise barriers between noise sources and open space. The proposed project would include public open space in the form of a mid-block alley and a public plaza, as well as common open space in the form of internal courtyards; therefore, this mitigation measure is applicable.

The Noise Technical Report includes information detailing how the proposed open space would be protected from existing ambient noise. The mid-block alleyway would be partially covered where

¹⁷ Outdoor-Indoor Transmission Class, or OITC, is a single-figure rating of sound insulation performance over the frequency range 80–4,000 Hz, calculated according to ASTM E-1332. While less well-known than STC, OITC provides an improved measure of how well exterior building assemblies attenuate intrusion of noise from transportation sources, such as roads and railways and is, therefore, often preferred when transportation noise is the dominant outdoor noise source.

¹⁸ Carlos Vasquez, Project Sponsor, email to Tania Sheyner, San Francisco Planning Department, 650 Indiana Noise Mitigation Measures (March 13, 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400.

the two proposed buildings would cantilever above the open space. Since I-280 is the main source of noise near the project site, and is elevated adjacent to the project site, covering the alleyway would provide attenuation from freeway noise (in this situation, a noise barrier on the ground floor would not provide attenuation due to the freeway elevation). Additionally, terraced landscaping is proposed along the I-280 embankment adjacent to the proposed 19th Street Pedestrian Plaza to provide noise attenuation from freeway noise.

The project would also include roofdecks, which would be protected from ambient noise by solid barriers constructed around the courtyards. On the "O" Building, the height of the sound barriers would be ten feet tall, and on the "M" Building, the sound barriers would be eight feet tall. The difference in height between the I-280 freeway and the proposed rooftop courtyards, combined with the proposed safety barrier, would break the line of sight between these common areas and I-280, and some noise attenuation would be achieved. Complete enclosure of the common courtyard areas on the ground floor is not feasible in order to provide open space for residents and public accessibility to common areas. However, the proposed project would provide adequate protection for common open spaces from existing ambient noise levels and would comply with Eastern Neighborhoods FEIR Mitigation Measure F-6.

Eastern Neighborhoods FEIR Mitigation Measure F-5 requires individual projects that include new noise-generating uses, such as commercial, industrial, or other uses that would be expected to generate noise levels in excess of ambient noise in the proposed project site vicinity, to submit an acoustical analysis that demonstrates the proposed use would comply with the General Plan and Police Code Section 2909. Since the proposed project does not include any land uses that would generate noise levels in excess of ambient noise in the vicinity of the project site, Mitigation Measure F-5 would not be applicable.

Noise generated from residential uses is generally described as nuisance noise. Nuisance noise is defined as intermittent or temporary neighborhood noise from sources such as amplified music, and barking dogs that may be disturbing to other residents. San Francisco Noise Ordinance (Police Code Section 2909) establishes noise limits to minimize nuisance noise. These noise levels limits prohibit noise produced by any machine, or device, music or entertainment or any combination of same, on multi-unit residential property that exceed the existing ambient noise level by five dBA at three feet from any wall, floor, or ceiling inside any dwelling unit on the same property, when the windows and doors of the dwelling unit are closed. Compliance with the Noise Ordinance would limit exposure to excessive nuisance noise. The Director of Public Health and San Francisco Police Department (SFPD) enforce the nuisance noise provisions of the Noise Ordinance. Additionally, nuisance noises would be different from each other in kind, duration, and location, so that the overall effects would be separate and in most cases would not affect the receptors at the same time. Instances of nuisance noise would be addressed on an individual case basis. Therefore, nuisance noise from the proposed residences would not result in significant impact.

Due to the limited size of retail establishments that would be accommodated on the project site, retail uses would not generate substantial truck trips or noise from loading activities. Overall, the proposed project would generate approximately four delivery/service vehicle trips per day, with such deliveries made primarily by small trucks and vans. However, larger trucks would infrequently be necessary for large-unit residential move-in and move-out.

Retail uses may require installation of a heating, ventilation, and air condition (HVAC) unit, which would have the potential to generate operational noise. Mechanical HVAC equipment located on the rooftops of the new buildings would have the potential to generate noise levels which average 65 dBA at a distance of 50 feet, and may run continuously during the day and night. As discussed above, existing noise levels on the project site range from 62 to 75 dBA CNEL. Therefore, new HVAC equipment would not exceed existing ambient noise levels by more than five dBA. Noise from HVAC equipment would generally not be audible above existing noise levels and would not exceed the City's noise level limits. Additionally, adherence with Policy 3.1.7 of the Central Waterfront Area Plan, which requires screening for HVAC equipment, would further reduce noise from HVAC equipment.¹⁹

Some noise would be associated with outdoor activities within the proposed 19th Street Pedestrian Plaza. However, public use of the plaza is expected to generate noise typical of an outdoor café. Public events staged at the plaza would be infrequent and associated noise impacts would be temporary in nature. As with the proposed residential uses, the exposure of sensitive receptors to excessive nuisance noise associated with public use of the plaza would be limited through compliance with the Noise Ordinance and through enforcement by the Director of Public Health and the SFPD.

Noise sources from the proposed parking structure would include car alarms, door slams, radios, and tire squeals. These sources typically range from about 30 to 66 dBA at a distance of 100 feet, and are generally short-term and intermittent. Parking lots also have the potential to generate noise levels that exceed City's noise level limits depending on the location of the source; however, noise sources from the parking lot would be different from each other in kind, duration, and location, so that the overall effects would be separate and in most cases would not affect noise-sensitive receptors at the same time. The parking structure would be located partially underground which would provide additional attenuation from surrounding development. Due to shielding and existing ambient noise, intermittent noise generated from parking lots would generally not be audible at surrounding land uses.

Overall, implementation of the proposed project would result in a one dBA CNEL increase at two receptors along the roadways serving the proposed project and on the west side of the project site.

¹⁹ City and County of San Francisco, *San Francisco General Plan, Central Waterfront Area Plan* (December 2008). This document is available online at http://www.sf-planning.org/ftp/general_plan/Central_Waterfront.htm.

However, the proposed structures would provide some noise attenuation on- and off-site and would reduce noise levels at several receptors that would be separated from I-280 by the proposed structures, including Esprit Park. The proposed structures would provide additional attenuation compared to the existing structure on the project site because the proposed structures would be approximately 38 feet taller than the existing structure (58 feet compared to 20 feet) and would extend from 19th Street to the existing warehouse structure that abuts the project site to the north. The proposed project would not result in an increase of three dBA CNEL or more at any receptor. Therefore, no significant impact would occur.

Given the types of uses proposed and the estimated project-related noise level increase, the proposed project would not contribute considerably to cumulative noise levels in the Eastern Neighborhoods area. The Future (Year 2035) scenario includes buildout of the project as well as the cumulative growth through Year 2035. Noise levels associated with future increases in traffic, both with and without the project, are provided in Table 5, Cumulative (Year 2035) Traffic Noise Levels. A substantial permanent increase in traffic noise would occur if the project would result in an increase in noise level of three dBA CNEL or more. As shown in this table, implementation of the proposed project would not result in an increase of three dBA CNEL or more at any receptor.

Table 5 Cumulative (Year 2035) Traffic Noise Levels

Receptor Location	Existing Noise Level (dBA CNEL)	Year 2025 Noise Level (dBA CNEL)	Year 2025 + Project Noise Level (dBA CNEL)	Increase in Noise Level
Middle of Esprit Park	67	68	61	-7
Northeast corner of project site	69	71	64	-7
Southeast corner of project site	63	65	63	-2
Middle of western boundary of project site	75	77	77	0
Western frontage of residential building located east of Esprit Park	63	64	63	-1
Western frontage of light industrial use located on east site 500 Block of Indiana St	66	67	67	0
Western frontage of Minnesota Lofts residential building located on Minnesota St, south of 18 th St	64	67	67	0

SOURCE: Atkins (2014).

As described above, noise attenuation measures would be implemented as part of the project design to reduce noise levels within the proposed residential and open space uses to an acceptable level. Further, the proposed structures would be substantially taller than those currently existing on the project site, and thus would reduce noise levels at several receptors by providing enhanced separation from I-280, the most considerable source of noise in the project vicinity. Therefore, the project would not result in a potentially significant traffic noise impact under the Future (Year 2035) scenario.

In summary, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to noise, either individually or cumulatively.

Air Quality

The Eastern Neighborhoods FEIR identified potentially significant air quality impacts related to construction activities that may cause wind-blown dust and pollutant emissions; roadway-related air quality impacts on sensitive land uses; and the siting of uses that emit diesel particulate matter (DPM) and toxic air contaminants (TACs) as part of everyday operations. The Eastern Neighborhoods FEIR identified four mitigation measures that would reduce air quality impacts to less-than-significant levels.

Eastern Neighborhoods FEIR Mitigation Measure G-1 requires individual projects that include construction activities to include dust control measures and maintain and operate construction equipment so as to minimize exhaust emissions of particulates and other pollutants. This mitigation measure was identified in the Initial Study. Subsequent to publication of the Initial Study, the San Francisco Board of Supervisors approved a series of amendments to the San Francisco Building and Health Codes, generally referred to as the Construction Dust Control Ordinance (Ordinance 176-08, effective July 30, 2008). The intent of the Construction Dust Control Ordinance is to reduce the quantity of dust generated during site preparation, demolition, and construction work in order to protect the health of the general public and of on-site workers, minimize public nuisance complaints, and to avoid orders to stop work by DBI.

Also subsequent to publication of the Initial Study, the Bay Area Air Quality Management District (BAAQMD), the regional agency with jurisdiction over the nine-county San Francisco Bay Area Air Basin (SFBAAB), provided updated 2011 BAAQMD CEQA *Air Quality Guidelines* (Air Quality Guidelines),²⁰ which provided new methodologies for analyzing air quality impacts, including construction activities. The Air Quality Guidelines provide screening criteria for determining whether a project's criteria air pollutant emissions may violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants. If a proposed project meets the screening criteria, then the project would not need to perform a detailed air quality assessment of their proposed project's air pollutant emissions and construction or operation of the proposed project would result in a less-than-significant air quality impact.

For determining potential health risk impacts, San Francisco has partnered with the BAAQMD to inventory and assess air pollution and exposures from mobile, stationary, and area sources within

²⁰ Bay Area Air Quality Management District, *California Environmental Quality Act Air Quality Guidelines* (updated May 2011). This document is available online at <http://www.baaqmd.gov/Divisions/Planning-and-Research/CEQA-GUIDELINES/Updated-CEQA-Guidelines.aspx>.

San Francisco and identify portions of the City that result in additional health risks for affected populations ("Air Pollutant Exposure Zones"). Air Pollutant Exposure Zones were identified based on two health based criteria:

- (1) Excess cancer risk from all sources > 100
- (2) PM_{2.5} concentrations from all sources including ambient >10 µg/m³

Sensitive receptors²¹ within these Air Pollutant Exposure Zones are more at risk for adverse health effects from exposure to substantial air pollutant concentrations than sensitive receptors located outside these Air Pollutant Exposure Zones. These locations (i.e., within Air Pollutant Exposure Zones) require additional consideration when projects or activities have the potential to emit toxic air contaminants (TACs), including diesel particulate matter (DPM) emissions from temporary and variable construction activities.

Construction activities from the proposed project may result in dust, primarily from ground-disturbing activities outside the existing structures (e.g., modifications to curb cuts and driveways). The proposed project would be subject to and would comply with the Construction Dust Control Ordinance, therefore the portions of Mitigation Measure G-1 that deal with dust control are not applicable to the proposed project. Construction would last approximately 21 months, during which time diesel-generating equipment would be required. Since the project would comply with the Construction Dust Control Ordinance, the project would not result in a significant impact related to construction air quality, and Mitigation Measure G-1 of the Eastern Neighborhoods FEIR would not apply to the proposed project.

The proposed project would be below the criteria air pollutant screening size for multi-family residential uses (240 units), identified in the Air Quality Guidelines. Thus, quantification of criteria air pollutant emissions is not required, and the proposed project's construction activities would result in a less-than-significant criteria air pollutant impact.

The project site is not located within an identified Air Pollutant Exposure Zone, therefore, the ambient health risk to sensitive receptors from air pollutants is not considered substantial. The proposed project's construction activities would be temporary and variable in nature. Furthermore, the proposed project would be subject to California regulations limiting idling times to five minutes, which would further reduce sensitive receptors exposure to temporary and variable DPM emissions.²² Therefore, the construction of the proposed project would not expose sensitive receptors to substantial pollutant concentrations. In addition, the proposed project meets the construction screening criteria provided in the BAAQMD studies for construction-related criteria air pollutants.

²¹ The BAAQMD considers sensitive receptors as children, adults, or seniors occupying or residing in (1) Residential dwellings, including apartments, houses, condominiums, (2) schools, colleges, and universities, (3) daycares, (4) hospitals, and (5) senior care facilities. Bay Area Air Quality Management District (BAAQMD), *Recommended Methods for Screening and Modeling Local Risks and Hazards* (May 2011), p. 12.

²² *California Code of Regulations*, Title 13, Division 3, § 2485.

Therefore, the remainder of Mitigation Measure G-1 that deals with maintenance and operation of construction equipment is not applicable to the proposed project.

Eastern Neighborhoods FEIR Mitigation Measure G-2 requires new sensitive receptors near sources of TACs, including DPM, to include an analysis of air pollutant concentrations (PM_{2.5}) to determine whether those concentrations would result in a substantial health risk to new sensitive receptors. The proposed project would include new sensitive receptors. While the project site is not located within an identified Air Pollutant Exposure Zone, a substantial ambient health risk to sensitive receptors from air pollutants could occur due to the location of the project site within close proximity to a major roadway. Per San Francisco Health Code Article 38, newly constructed buildings containing ten or more dwelling units located within the Potential Roadway Exposure Zone, and that have been determined to have a PM_{2.5} concentration at the proposed site greater than 0.2 µg/m³ attributable to Local Roadway Traffic Sources, are required to implement enhanced ventilation requirements. Therefore, the proposed project would provide protection to proposed sensitive land uses through implementation of Eastern Neighborhoods Mitigation Measure G-2.

Project Improvement Measure I-AQ-1 – Enhanced Ventilation System (Eastern Neighborhoods FEIR Mitigation Measure G-2: Air Quality for Sensitive Land Uses).

Because the project site is located in proximity to Interstate 280, which is identified as a freeway in the San Francisco General Plan, Transportation Element, the project sponsor should incorporate upgraded ventilation systems to minimize exposure of future residents to DPM and other pollutant emissions, as well as odors. The ventilation system, whether a central HVAC (heating, ventilation and possibly air conditioning) or a unit-by-unit filtration system, should include high-efficiency filters meeting minimum efficiency reporting value (MERV) 13, per American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 52.2 (equivalent to approximately ASHRAE Standard 52.1 Dust Spot 85%). The ventilation system should be designed by an engineer certified by ASHRAE, who should provide a written report documenting that the system offers the best available technology to minimize outdoor to indoor transmission of air pollution. In addition to installation of air filtration, the project sponsor should present a plan that ensures ongoing maintenance plan for the ventilation and filtration systems. The project sponsor should also ensure the disclosure to buyers and renters regarding the findings of the analysis and consequent and inform occupant's proper use of any installed air filtration.

Mitigation Measure G-3 minimizes potential exposure of sensitive receptors to DPM by requiring uses that would be served by at least 100 trucks per day or 40 refrigerated trucks per day to be located no less than 1,000 feet from residential units and other sensitive receptors. The proposed project is not expected to be served by 100 trucks per day or 40 refrigerator trucks per day.²³ As

²³ Atkins, *650 Indiana Street Project Transportation Impact Study* (January 24, 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

described above, the proposed project would generate approximately four delivery/service van and small truck trips per day. Furthermore, the project site is not located within an identified Air Pollutant Exposure Zone. Therefore, the ambient health risk to sensitive receptors from air pollutants is not considered substantial. Mitigation Measure G-3 is not applicable to the proposed project.

Mitigation Measure G-4 involves the siting of commercial, industrial, or other uses that emit TACs as part of everyday operations. The proposed project would involve development of residential and neighborhood-serving retail uses, and would not generate more than 10,000 vehicle trips per day, 1,000 truck trips per day, or include a new stationary source items that would emit TACs as part of everyday operations. Furthermore, the project site is not located within an identified Air Pollutant Exposure Zone. Therefore, the ambient health risk to sensitive receptors from air pollutants is not considered substantial. Therefore, Mitigation Measure G-4 is not applicable to the proposed project.

The proposed project would result in an increase in operational-related criteria air pollutants including from the generation of daily vehicle trips and energy demand. Similar to construction-phase impacts, the *Air Quality Guidelines* provide screening criteria for operational-related criteria air pollutants. If a proposed project meets the screening criteria, then the project would result in less-than-significant criteria air pollutant impacts.

The proposed project would be below the criteria air pollutant screening size for multi-family residential uses (451 units), identified in the BAAQMD's CEQA Air Quality Guidelines. Thus, quantification of criteria air pollutant emissions is not required, and the proposed project's operations would result in a less-than-significant criteria air pollutant impact.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to air quality, either individually or cumulatively.

Shadow

Planning Code Section 295 generally prohibits new structures above 40 feet in height that would cast additional shadows on open space that is under the jurisdiction of the San Francisco Recreation and Park Commission between one hour after sunrise and one hour before sunset, at any time of the year, unless that shadow would not result in a significant adverse effect on the use of the open space. The Eastern Neighborhoods Area Plan area includes parks under the jurisdiction of San Francisco Recreation and Parks Department (SFRPD), which are subject to Section 295, and parks that are under the jurisdiction of other departments and/or are privately owned, which are not subject to Section 295.

Esprit Park, which is located on the block between Minnesota and Indiana and 19th and 20th Streets, is the closest park to the project site that is under the jurisdiction of the SFRPD and is a protected open space under *Planning Code* Section 295. The park consists of a central open space bordered by a

pedestrian pathway that meanders along the park's perimeter. Lining the pathway on one or both sides are benches, picnic tables, exercise equipment, a storage shed, and various trees and shrubs. The central portion of the park contains a grassy field, while the areas taken up by the pathway, benches, trees, etc. are underlain by gravel or tanbark. Sidewalks border the park along all sides.

The Eastern Neighborhoods Plan increased height limits on some parcels surrounding the park from 50 to 55 feet. The Eastern Neighborhoods FEIR noted that such an increase in allowable building heights would not discernibly increase shadow coverage at the beginning and end of the day, but would shorten the period of full sun on the park by approximately 15 minutes. The Eastern Neighborhoods FEIR could not conclude that the rezoning and community plans would result in less-than-significant shadow impacts because the feasibility of complete mitigation for potential new shadow impacts of unknown proposed proposals could not be determined at that time. Therefore, the Eastern Neighborhoods FEIR determined shadow impacts to be significant and unavoidable, including impacts on Esprit Park. No mitigation measures were identified in the FEIR.

The proposed project would construct two adjacent buildings of approximately 62 feet in height to the top of parapet. Given the height of the proposed buildings, the Planning Department prepared a shadow fan analysis pursuant to *Planning Code* Section 295 to determine whether the proposed project would have the potential to cast new shadow on neighboring Esprit Park. The shadow fan analysis indicated that new shadow may be cast of the park.

Based on this finding, a Shadow Analysis²⁴ was prepared to assess the shadow impacts of the proposed project on Esprit Park (the Shadow Analysis also analyzed shadow impacts of the proposed nearby project at 800 Indiana Street). The shadow analysis found that Esprit Park currently has 296,706,366.08 sf hours of Theoretically Available Annual Sunlight (TAAS), which is the amount of annual, theoretically available sunlight on the park if there were no shadows on the park cast by structures, trees, or other facilities. However, the surrounding structures and vegetation do shade Esprit Park under existing conditions, predominately during the morning and evening hours. The existing shadow load shows Esprit Park currently exhibits a total of 31,378,487.00 sf hours of existing shadow on the park. This is 10.58 percent of the total TAAS for Esprit Park.

According to the Shadow Analysis, the proposed project would result in an approximately 0.05 percent increase in net new shadow on the park. This represents a 147,734.0 sf hour reduction of annual sunlight, resulting in a total shadow load on the park of 31,378,487 sf hours. As shown in Table 6, Shadow Impacts on Esprit Park, the proposed project, including existing shadows, would result in a total shadow load on the park of 10.63 percent.

²⁴ CADD, 650 Indiana Street & 800 Indiana Street Combined Shadow Analysis (February 19, 2014). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

	<i>Available</i>	<i>Existing Shadow</i>	<i>New Shadow</i>	<i>Total Shadow</i>
Square-Foot Hours	296,706,366.08	31,378,487.00	147,734.00	31,526,221.00
Percent	100	10.58	0.05	10.63

SOURCE: CADP (2014)

New project-related shadows would be limited to the northernmost portion of Esprit Park (mainly on the northwestern edge of the open space boundary). This new shadow would cover portions of the park pathway and grass area. Net new shadows would occur from late April through early August, and would be limited to within the last hour of the calculated solar day (sunset, minus one hour). The largest shadow cast by the project would occur on June 21 and would not exceed approximately 11.67 percent of the park.

The average duration of the shadow would be approximately 15 minutes with the range of duration from approximately 43 minutes (June 21) to approximately 8 minutes (August 16). The calendar year duration of the shadow impacts would be from April 19 through to August 16.

On January 9, 2014, a Planning Department staff conducted a site visit to observe how Esprit Park is used on a typical weekday morning. Based on this visit, the park appears to be used primarily by dog walkers and other pedestrians. Given that approximately 50 percent of the park is already shaded by trees, the 20th Street overpass, and adjacent buildings, the limited duration and extent of new shadow coverage resulting from the proposed project is unlikely to materially impair the park's usability. Therefore, the project would not be expected to substantially affect the use or enjoyment of Esprit Park. No other public open space would be affected by the proposed project.

The proposed project would shade portions of nearby streets and sidewalks and private properties at times within the project vicinity. Shadows upon streets and sidewalks would not exceed levels commonly expected in urban areas and would be considered a less-than-significant effect under CEQA. Although occupants of nearby properties may regard the increase in shadow as undesirable, the limited increase in shading of private properties as a result of the proposed project would not be considered a significant impact under CEQA.

As noted above, under Background, the Planning Department is currently processing applications for several proposed projects in the vicinity of the project site. One of these projects, the 800 Indiana Street project, which would be located approximately one block south of the proposed project site, is the only proposed project on the west side of Esprit Park, as is the proposed project. As noted above, it was analyzed in the same Shadow Analysis as the proposed project. As noted in the Shadow Analysis, the 800 Indiana Street project would reduce the available sunlight on Esprit Park by 0.26 percent. This would constitute a 780,946.4 sf hour reduction of sunlight, resulting in a total shadow load on the park of 32,159,433.4 sf hours. The proposed projects, combined with existing shadows, would result in a total shadow load on the park of 10.83 percent. Due to the fact that the

proposed 777 Tennessee Street, 815 Tennessee Street, 888 Tennessee Street, and 901 Tennessee Street projects would be located east of Esprit Park, at no time would the shadows from the 650 Indiana Street or 800 Indiana Street projects intersect with the shadows from these nearby projects.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to shadow, either individually or cumulatively.

Hazards and Hazardous Materials

The Eastern Neighborhoods FEIR noted that implementation of any of the proposed project's rezoning options would encourage construction of new development within the project area. The FEIR found that there is a high potential to encounter hazardous materials during construction activities in many parts of the project area because of the presence of 1906 earthquake fill, previous and current land uses associated with the use of hazardous materials, and known or suspected environmental cases. However, the FEIR found that existing regulations for facility closure, Underground Storage Tank (UST) closure, and investigation and cleanup of soil and groundwater would ensure implementation of measures to protect workers and the community from exposure to hazardous materials during construction.

Soil Contamination

A Phase I Environmental Site Assessment (Phase I ESA) was prepared for the project site by Stellar Environmental Solutions Inc. in August 2012.²⁵ According to the Phase I, the project site has no Recognized Environmental Condition (RECs) based on regulatory database listings or association with the property as a definitive contaminant source. The Phase I ESA recommended pre-construction soil sampling to determine whether the upper five to six feet of soil should be hauled to a Class I or Class II landfill. The Phase I ESA also recommended that if groundwater de-watering is projected to be part of the construction plan, then grab-groundwater samples should be considered to determine groundwater quality and to evaluate options and cost associated with treatment and/or disposal.

Stellar Environmental Solutions Inc. conducted soil sampling of the site in December 2012. Based on results of the soil sampling, Stellar Environmental recommended that a Soil and Groundwater Management Plan and Project Health and Safety Plan be completed before excavation work is

²⁵ Stellar Environmental Solutions, Inc., *Phase I Environmental Site Assessment, 600-698 Indiana Street, San Francisco, CA* (August, 2012). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

begun.²⁶ While no groundwater is expected to be encountered in this instance the Plan would articulate that. The plans would aim to minimize site worker and surrounding neighborhood exposure to fugitive dust that can be generated during site demolition and grading activities.

Airborne dust that would be generated during excavations may contain naturally occurring asbestos that is typically found in serpentinite. Serpentinite commonly contains naturally occurring chrysotile asbestos (NOA) or tremolite-actinolite, a fibrous mineral that can be hazardous to human health if airborne emissions are inhaled. In the absence of proper controls, NOA could become airborne during excavation and handling of excavated materials. On-site workers and the public could be exposed to airborne asbestos unless appropriate control measures are implemented. Exposure to asbestos can result in health ailments such as lung cancer, mesothelioma (cancer of the lungs and abdomen), and asbestosis (scarring of lung tissues that results in constricted breathing).²⁷ The risk of disease depends upon the intensity and duration of exposure;²⁸ health risk from NOA exposure is proportional to the cumulative inhaled dose (quantity of fibers) and increases with the time since first exposure. A number of factors influence the disease-causing potency of any given asbestos (such as fiber length and width, fiber type, and fiber chemistry); however all forms are carcinogens. Although the California Air Resources Board (ARB) has not identified a safe exposure level for asbestos in residential areas, exposure to low levels of asbestos for short periods of time poses minimal risk.²⁹

To address health concerns from exposure to NOA, ARB enacted an Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations in July 2001, which became effective for projects located within the San Francisco Bay Area Air Basin (SFBAAB) on November 19, 2002. The requirements established by the Asbestos ATCM are contained in California Code of Regulations (CCR) Title 17, Section 93105,³⁰ and are enforced by the Bay Area Air Quality Management District (BAAQMD).

The Asbestos ATCM requires construction activities in areas where NOA is likely to be found to employ best available dust control measures. Additionally, as discussed in the Air Quality section, the San Francisco Board of Supervisors approved the Construction Dust Control Ordinance in 2008

²⁶ Stellar Environmental Solutions, Inc., *Pre-Development Property Environmental Assessment Findings: Shallow Soil Sampling for 600-698 Indiana Street, San Francisco, CA* (December 20, 2012). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

²⁷ California Air Resources Board, Fact Sheet #1 Health Information on Asbestos (2002). This document is available online at <http://www.arb.ca.gov/toxics/Asbestos/1health.pdf> (accessed February 18, 2014).

²⁸ California Air Resources Board, Naturally Occurring Asbestos, General Information (2002). This document is available online at <http://www.arb.ca.gov/toxics/Asbestos/general.htm> (accessed February 18, 2014).

²⁹ California Air Resources Board, Fact Sheet #1 Health Information on Asbestos (2002). This document is available online at <http://www.arb.ca.gov/toxics/Asbestos/1health.pdf> (accessed April 15, 2013).

³⁰ California Air Resources Board, Regulatory Advisory, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations (July 29, 2002).

to reduce fugitive dust generated during construction activities. Dust suppression activities required by the Construction Dust Control Ordinance include: watering all active construction areas sufficiently to prevent dust from becoming airborne; increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water must be used if required by Article 21, Sections 1100 et seq. of the San Francisco Public Works Code. If not required, reclaimed water should be used whenever possible. Contractors shall provide as much water as necessary to control dust (without creating run-off in any area of land clearing, and/or earth movement). During excavation and dirt-moving activities, contractors shall wet sweep or vacuum the streets, sidewalks, paths, and intersections where work is in progress at the end of the workday. Inactive stockpiles (where no disturbance occurs for more than seven days) greater than 10 cubic yards or 500 sf of excavated materials, backfill material, import material, gravel, sand, road base, and soil shall be covered with a 10 mm (0.01 inch) polyethylene plastic (or equivalent) tarp which would need to be braced down, or other equivalent soil stabilization techniques could be used to stabilize stockpiles.

The requirements for dust control as identified in the Construction Dust Control Ordinance are as effective as the dust control measures identified in the Asbestos ATCM. Thus, the measures required in compliance with the Construction Dust Control Ordinance would protect the workers themselves as well as the public from fugitive dust that may also contain asbestos. The project sponsor would be required to comply with the Construction Dust Control Ordinance, which would ensure that significant exposure to NOA would not occur. Therefore, the proposed project would not result in a significant hazard to the public or environment from exposure to NOA and the proposed project would result in a less than significant impact.

In addition to the requirements in the Construction Dust Control Ordinance, implementation of Eastern Neighborhoods Mitigation Measure K-1 would reduce effects related to hazardous building materials to a less-than-significant level. Additionally, recommendations of the Phase I and the Soil Sampling Survey and compliance with the Analyzing the Soil for Hazardous Waste Ordinance (Maher), which provides guidelines for preparing site history and soil analysis reports and for building permit applicants affected by the San Francisco Public Works Municipal Code, would reduce impact to a less-than-significant levels.

Project Mitigation Measure M-HZ-1 – Hazardous Building Materials (Eastern Neighborhoods FEIR Mitigation Measure K-1: Interim Procedures for Permit Review in the Eastern Neighborhoods Plan Area). The City shall condition future development approvals to require that the subsequent project sponsors ensure that any equipment containing PCBs or DEPH, 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 tubes, which could contain mercury, are similarly removed 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.

For the above reasons, and with implementation of Eastern Neighborhoods Mitigation Measure K-1, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to hazards or hazardous materials, either individually or cumulatively.

MITIGATION AND IMPROVEMENT MEASURES

Mitigation Measures

Project Mitigation Measure M-NO-1 – Construction Noise (Eastern Neighborhoods FEIR Mitigation Measure F-2: Construction Noise). Where environmental review of a development project undertaken subsequent to the adoption of the proposed zoning controls determines that construction noise controls are necessary due to the nature of planned construction practices and the sensitivity of proximate uses, the Planning Director shall require that the sponsors of the subsequent development project develop a set of site-specific noise attenuation measures under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted to the Department of Building Inspection to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures shall include as many of the following control strategies as feasible:

- Erect temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses.
- Utilize noise control blankets on a building structure as the building is erected to reduce noise emission from the site.
- Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings housing sensitive uses.
- Monitor the effectiveness of noise attenuation measures by taking noise measurements.
- Post signs on-site pertaining to permitted construction days and hours and complaint procedures and who to notify in the event of a problem, with telephone numbers listed.

Project Mitigation Measure M-HZ-1 – Hazardous Building Materials (Eastern Neighborhoods FEIR Mitigation Measure K-1: Interim Procedures for Permit Review in the Eastern Neighborhoods Plan Area). The City shall condition future development approvals to require that the subsequent project sponsors ensure that any equipment containing PCBs or DEPH, 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 tubes, which could contain mercury, are similarly removed 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.

Improvement Measures

Project Improvement Measure I-TR-1 – Residential Transportation Demand Management Program. The Project Sponsor shall implement Transportation Demand Management (TDM) measures to reduce traffic generated by the proposed project and to encourage the use of rideshare, transit, bicycle, and walk modes for trips to and from the proposed project. In addition, prior to issuance of a temporary permit of building occupancy, the project sponsor must execute an agreement with the Planning Department for the provision of TDM services. The TDM program shall have a monitoring component to ascertain its effectiveness. Recommended components of the TDM program include the following:

TDM Program

The project sponsor should implement the following TDM measures at a minimum:

- **TDM Coordinator:** Provide TDM training to property managers/coordinators. The TDM coordinator should be the single point of contact for all transportation-related questions from residents and City staff.
- **Transportation Information:**
 - > **Move-in packet:** Provide a transportation insert for the move-in packet that includes information on transit service (Muni and BART lines, schedules and fares), information on where transit passes may be purchased, and information on the 511 Regional Rideshare Program.
 - > **Current transportation information:** Provide ongoing local and regional transportation information (e.g., transit maps and schedules, maps of bicycle routes, internet links) for new and existing tenants. Other strategies may be proposed by the Project Sponsor and should be approved by City staff.
 - > **Ride Board:** Provide a “ride board” (virtual or real) through which residents can offer/request rides, such as on the Homeowners Association website and/or lobby bulletin board. Other strategies may be proposed by the Project Sponsor and should be approved by City staff.
- **Bicycle Access:**
 - > **Signage:** Ensure that the points of access to bicycle parking through elevators on the ground floor and the garage ramp include signage indicating the location of these facilities.
 - > **Tenant Cooperation:** Encourage retail tenants to allow bicycles in the workplace.
 - > **Safety:** Ensure that bicycle access to the site is safe, avoiding conflicts with automobiles, transit vehicles and loading vehicles, such as those described in Improvement Measure I-TR-2, Queue Abatement Condition of Approval.

TDM Monitoring

The Planning Department shall provide the TDM Coordinator with a clearly formatted "Resident Transportation Survey" (online or in paper format) to facilitate the collection and presentation of travel data from residents at the following times: (a) one year after 85 percent occupancy of all dwelling units in the new building; and (b) every two years thereafter, based on a standardized schedule prepared and circulated by the Planning Department staff to the TDM Coordinator.

The TDM Coordinator shall collect responses from no less than 33 percent of residents within the newly occupied dwelling units within 90 days of receiving the Resident Transportation Survey from the Planning Department. The Planning Department will assist the TDM Coordinator in communicating the purpose of the survey, and shall ensure that the identity of individual resident responders is protected. The Department shall provide professionally prepared and easy-to-complete online (or paper) survey forms to assist with compliance.

The Planning Department shall also provide the TDM Coordinator with a separate "Building Transportation Survey" that documents which TDM measures have been implemented during the reporting period, along with basic building information (e.g., percent unit occupancy, off-site parking utilization by occupants of building, loading frequency, etc.). The Building Transportation Survey shall be completed by the TDM Coordinator and submitted to City staff within 30 days of receipt.

The Project Sponsor shall also allow trip counts and intercept surveys to be conducted on the premises by City staff or a City-hired consultant. Access to residential lobbies, garages, etc. shall be granted by the Project Sponsor and facilitated by the TDM Coordinator. Trip counts and intercept surveys are typically conducted for two to five days between 6:00 a.m. and 8:00 p.m. on both weekdays and weekends.

Bike Sharing

Within 30 days after receiving Planning Commission approval for the subject project, Project Sponsor shall contact Bay Area Bike Share (or its successor entity) to determine whether Bay Area Bike Share would be interested and able to fund and install a new bike share station in the public right-of-way immediately adjacent to the project site (including locations within new or existing sidewalks, new or existing on-street parking, or new or existing roadway areas) within six months of the Project Sponsor's estimated receipt of its Temporary or Final Certificate of Completion for the subject project.

Bay Area Bike Share shall respond by 60 days prior to the Project Sponsor's meeting with the Transportation Advisory Staff Committee (TASC) for approval of the streetscape design. TASC approval typically occurs at the 90 percent design phase.

If Bay Area Bike Share is not interested in and able to fund and install a new bike share station immediately adjacent to the project site, as indicated in writing, the Project Sponsor shall not be obligated to design and permit such a space. If Bay Area Bike Share determines in writing that it would be interested and able to fund and install a new bike share station

immediately adjacent to the project site within the time period specified above, the Project Sponsor shall make best efforts to modify its streetscape design to accommodate a new bike share station to the dimensions provided by Bay Area Bike Share, and obtain all city permits necessary to provide such a space immediately adjacent to the project site in the public right-of-way.

If the City agencies responsible for issuing the permits necessary to provide the new bike share station space reject the Project Sponsor's application despite Project Sponsor's best efforts, the Project Sponsor shall not be obligated to provide such space.

Project Improvement Measure I-TR-2 – Queue Abatement Condition of Approval. It shall be the responsibility of the owner/operator of any off-street parking facility with more than 20 parking spaces (excluding loading and car-share spaces) to ensure that recurring vehicle queues do not occur on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis.

If a recurring queue occurs, the owner/operator of the parking facility shall employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable).

Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional bicycle parking, customer shuttles, delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.

If the Planning Director, or his or her designee, suspects that a recurring queue is present, the Department shall notify the property owner in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant shall prepare a monitoring report to be submitted to the Department for review. If the Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to abate the queue.

Project Improvement Measure I-TR-3 – Construction Management. The project sponsor and construction contractor(s) would meet with the Traffic Engineering Division of the Department of Parking and Traffic (DPT), the Fire Department, Muni, and the Planning Department to determine feasible measures to reduce traffic congestion, including potential transit disruption and pedestrian circulation impacts during construction of the proposed

project. The temporary parking demand by construction workers would need to be met on site, on street, or within other off-street parking facilities. Construction workers should be encouraged to take transit or carpool to the project site. Other measures should include sending construction schedule updates to adjacent businesses or residents; development and implementation of construction truck management to minimize the overall number of truck trips to and from the site; avoiding truck trips during peak hours; and coordination with any nearby construction sites, such as 800 Indiana Street, to minimize overlapping peaks in construction trucks or other construction-related traffic.

Project Improvement Measure I-TR-4 – Provision of Keys to First Responders. If the bollards at the entrance to 19th Street west of Indiana Street cannot be removed by first responders without a key, upon installation of the bollards, the project sponsor shall provide bollard keys to first responders to permit emergency access.

Project Improvement Measure I-AQ-1 – Enhanced Ventilation System (Eastern Neighborhoods FEIR Mitigation Measure G-2: Air Quality for Sensitive Land Uses). Because the project site is located in proximity to Interstate 280, which is identified as a freeway in the San Francisco General Plan, Transportation Element, the project sponsor should incorporate upgraded ventilation systems to minimize exposure of future residents to DPM and other pollutant emissions, as well as odors. The ventilation system, whether a central HVAC (heating, ventilation and possibly air conditioning) or a unit-by-unit filtration system, should include high-efficiency filters meeting minimum efficiency reporting value (MERV) 13, per American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 52.2 (equivalent to approximately ASHRAE Standard 52.1 Dust Spot 85%). The ventilation system should be designed by an engineer certified by ASHRAE, who should provide a written report documenting that the system offers the best available technology to minimize outdoor to indoor transmission of air pollution. In addition to installation of air filtration, the project sponsor should present a plan that ensures ongoing maintenance plan for the ventilation and filtration systems. The project sponsor should also ensure the disclosure to buyers and renters regarding the findings of the analysis and consequent and inform occupant's proper use of any installed air filtration.

PUBLIC NOTICE AND COMMENT

A "Notification of Project Receiving Environmental Review" was mailed on September 11, 2013, to owners of properties within 300 feet of the project site, adjacent occupants, and neighborhood groups. No comments were received during the comment period. However, subsequently, a member of the public expressed concern regarding the potential impacts of the combination of the proposed project with other development in the area, including the potential future development at the site of the existing Cresco equipment rental business located at 700 Indiana Street. The commenter pointed out that the Cresco lease is due to expire in two years. While this CPE takes into account other projects that currently have applications on file with the Planning Department (see discussion under Background), the redevelopment of the Cresco parcel is considered too speculative at this time to address in the cumulative analysis for this project. However, potential future

development on this parcel was considered in the Eastern Neighborhoods FEIR and any future project on the Cresco site would be required to undergo a separate environmental review process.

The same member of the public expressed a concern regarding impacts associated with the potential future demolition of segment of I-280 adjacent to the project site. This possible future project is currently in the development phase and is being studied by the Planning Department as part of the Railyard Alternatives and I-280 Boulevard Feasibility Study. However, the demolition of a segment of I-280 adjacent to the project site is not considered reasonably foreseeable at this time. The Railyard Alternatives and I-280 Boulevard project would be analyzed through a separate environmental review process and is too speculative at this time to include as part of the analysis for the proposed 650 Indiana Street project.

CONCLUSION

The Eastern Neighborhoods FEIR incorporated and adequately addressed all potential impacts of the proposed project at 650 Indiana Street. As described above, the proposed project would not have any significant new or more severe impacts not identified in the Eastern Neighborhoods FEIR, nor has any new or additional information come to light that would alter the conclusions of the Eastern Neighborhoods FEIR. Thus, the proposed project at 650 Indiana Street would not have any new significant effects on the environment not previously identified in the Final EIR for the Eastern Neighborhoods Rezoning and Area Plans, nor would any environmental impacts be substantially greater than described in the Eastern Neighborhoods FEIR. No mitigation measures previously found infeasible have been determined to be feasible, nor have any new mitigation measures or alternatives been identified but rejected by the project sponsor. Therefore, proposed project is exempt from environmental review under PRC Section 15183 and Section 21083.3.

APPENDIX A COMMUNITY PLAN EXEMPTION CHECKLIST



SAN FRANCISCO PLANNING DEPARTMENT

Attachment A Community Plan Exemption Checklist

Case No.: 2012.1574E
Project Address: 650 Indiana Street
Zoning: Urban Mixed Use (UMU)
58-X Height and Bulk District
Block/Lot: 4041/009
Lot Size: 26,600 square feet
Project Sponsor: Michael Yarne, Build, Inc. – (415) 551-7612
Staff Contact: Tania Sheyner – (415) 575-9127
Tania.Sheyner@sfgov.org

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

Reception:
415.558.6378

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415.558.6409

Planning
Information:
415.558.6377

A. PROJECT DESCRIPTION

The project site is located in the Dogpatch neighborhood of San Francisco, within the Central Waterfront area of the Eastern Neighborhoods Plans Area. It is located on the northwest corner of the intersection of Indiana and 19th Streets, on the block bounded by the elevated 18th Street overpass to the north, Indiana Street to the east, 19th Street to the south, and Interstate 280 (I-280) to the west. The approximately 26,600-square-foot (sf) project site is currently occupied by a 14,810 sf, approximately 20-foot-tall warehouse, which is divided into three uses: a sound studio, a storage and staging area used by Greenpeace, and a nightclub (Café Cocomo). The remaining approximately 15,000 sf northern portion of the site is primarily vacant and used as an informal parking and storage space by the site's tenants.

The proposed project would include demolition of all existing structures on the project site and construction of an approximately 97,000-gross-square-foot (gsf) development, consisting of 94,500 gsf of residential uses (for a total of 111 residential units) and approximately 1,900 gsf of ground-floor neighborhood-serving retail uses. The project would be constructed within two architecturally distinct, approximately 58-foot-tall, five-story buildings (the "O" Building at approximately 46,600 sf and the "M" Building at approximately 50,600 sf), which would be separated by a shared approximately 1,800 sf common mid-block alley/bike plaza, over a single-level, approximately 23,400 sf semi-subterranean parking garage. The proposed project would also include conversion of the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new publicly owned plaza (19th Street Pedestrian Plaza).

A more detailed version of the project description is provided in the Certificate of Determination (COD).

B. EVALUATION OF ENVIRONMENTAL EFFECTS

This Community Plan Exemption (CPE) Checklist examines the potential environmental impacts that would result from implementation of the proposed project and indicates whether any such impacts are addressed in the applicable final Programmatic EIR (FEIR) for the plan area.¹ Items checked "Sig. Impact Identified in FEIR" identify topics for which a significant impact is identified in the FEIR. In such cases, the analysis considers whether the proposed project would result in impacts that would contribute to the impact identified in the FEIR. If the analysis concludes that the proposed project would contribute to a significant impact identified in the FEIR, the item is checked "Project Contributes to Sig. Impact Identified in FEIR." Mitigation measures identified in the FEIR applicable to the proposed project are identified in the text of the COD under each topic area.

Items checked "Project Has Sig. Peculiar Impact" identify topics for which the proposed project would result in a significant impact that is peculiar to the proposed project, i.e., the impact is not identified as significant in the FEIR. If any item is checked as this in a topic, these topics will be addressed in a separate Focused Initial Study or EIR.

Any item that was not addressed in the FEIR is discussed in the Checklist. For any topic that was found in the FEIR and for the proposed project to be less than significant (LTS) or would have no impacts, the topic is marked LTS/No Impact and is discussed in the Checklist below.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
1. LAND USE AND LAND USE PLANNING				
Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial impact upon the existing character of the vicinity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significant Impact Identified in FEIR

The Eastern Neighborhoods FEIR determined that the Eastern Neighborhoods Rezoning and Area Plans, as adopted, would result in a significant and unavoidable impact on the existing character of the Eastern Neighborhoods Area Plans due to the cumulative loss of Production, Distribution, and Repair (PDR) uses in the plan area. Therefore, Topics 1(a) and 1(b) are discussed in full in the COD.

¹ The FEIR also refers to any Initial Study that was prepared for the FEIR.

The Eastern Neighborhoods FEIR determined that the rezoning and community plans is a regulatory program, not a physical development project; therefore, the rezoning and community plans would not create any new physical barriers in the Eastern Neighborhoods. Furthermore, the Eastern Neighborhoods FEIR determined that the rezoning would not conflict with any applicable land use policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

No Significant Project-Specific Impacts

The proposed project would not create any new physical barriers in the Eastern Neighborhoods. The two existing structures on the site would be replaced with two new, 58-foot-tall, five-story buildings consisting of residential and neighborhood-serving retail uses, and the existing 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street would be converted into a new publicly owned plaza. Consequently, the proposed project would not physically disrupt or divide the project area or individual neighborhoods or subareas.

The project site is in the Central Waterfront Plan Subarea of the San Francisco General Plan and is in the Urban Mixed Use (UMU) zoning district, which is designed to promote a vibrant mix of uses while maintaining the characteristics of this formerly industrially zoned area. Permitted uses within the UMU zoning district include PDR uses such as light manufacturing, home and business services, arts activities, warehouses, and wholesaling. Additional permitted uses include retail, residential, educational facilities, nighttime entertainment and motor vehicle services. The proposed project's residential and retail uses are consistent with the uses permitted within the UMU zoning district.²

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to land use, either individually or cumulatively.

² *Community Plan Exemption Eligibility Determination, Current Planning*, Jeff Joslin, Director of Current Planning, February 25, 2014. This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
2. AESTHETICS				
Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and other features of the built or natural environment that contribute to a scenic public setting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area or that would substantially impact other people or properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that implementation of the design policies of the area plans would not substantially degrade the visual character or quality of the area, have a substantial adverse effect on a scenic vista, substantially damage scenic resources that contribute to a scenic public setting, or create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area or that would substantially impact other people or properties. No mitigation measures were identified in the FEIR with respect to this environmental topic.

No Significant Project-Specific Impacts

Public Resources Code Section 21099(d), effective January 1, 2014, provides that, "aesthetics and parking impacts of a residential, mixed-use residential, or employment center project on an infill site located within a transit priority area shall not be considered significant impacts on the environment." Accordingly, aesthetics and parking are no longer to be considered in determining if a project has the potential to result in significant environmental effects for projects that meet all of the following three criteria:

- a) The project is in a transit priority area
- b) The project is on an infill site
- c) The project is residential, mixed-use residential, or an employment center

The proposed project meets each of the above three criteria and thus, this checklist does not consider aesthetics in determining the significance of project impacts under CEQA.³ Information about the appearance of the proposed project is included in the Project Description.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to aesthetics, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
3. POPULATION AND HOUSING				
Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing units or create demand for additional housing, necessitating the construction of replacement housing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that the anticipated increase in population and density resulting from implementation of the Plan would not result in significant adverse physical effects on the environment. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

The project site currently contains a 14,810 sf warehouse, which currently houses a sound studio, storage space, and a nightclub. No housing currently existing on the site. The proposed project would increase the population on site by constructing 111 dwelling units. This increase in population would not be expected to have an adverse physical environmental impact because the number of housing units proposed by the project would not result in substantial population growth or displace existing housing or people. Further, any increase in population would be within the scope of growth anticipated in the Eastern Neighborhoods FEIR analysis.

³ San Francisco Planning Department, *Transit-Oriented Infill Project Eligibility Checklist for 650 Indiana Street* (February 14, 2014). This document is available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

The proposed project is not anticipated to create a substantial demand for increased housing, as the retail uses proposed by the project are expected to be neighborhood-serving, and would not be sufficient in size or scale to generate such demand. Additionally, the proposed project would not displace substantial numbers of people because no residences currently exist on the project site. As such, construction of replacement housing would not be necessary.

The Eastern Neighborhoods FEIR concluded that an increase in population in the Area Plan is expected to occur as a secondary effect of the proposed rezoning. However, any population increase would not, in itself, result in adverse physical effects. Moreover, the implementation of the Plan would serve to advance some key City policy objectives, such as providing housing in appropriate locations next to Downtown and other employment generators and furthering the City's Transit First policies. It was anticipated that the rezoning would result in an increase in both housing development and population in all of the Area Plan neighborhoods. As noted above, the proposed project would not induce substantial population growth and any increase in population would be within the scope of the Eastern Neighborhoods FEIR analysis.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to population and housing, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
4. CULTURAL AND PALEONTOLOGICAL RESOURCES				
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5, including those resources listed in Article 10 or Article 11 of the <i>San Francisco Planning Code</i> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR identified potentially significant archeological resource impacts related to the greater potential for the disturbance of soils below the existing surface. The Eastern Neighborhoods FEIR also anticipated that program implementation may result in demolition of buildings identified as historical resources, and found this impact to be significant and unavoidable. For a discussion of this Topic, refer to the COD.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in a significant impact with regard to archeological resources or historic architectural resources. For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to cultural resources, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
5. TRANSPORTATION AND CIRCULATION				
Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and nonmotorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is not located within an airport land use plan area, or in the vicinity of a private airstrip. Therefore, Topic 5c is not applicable.

Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR anticipated that growth resulting from the implementation of the Plan would result in significant and unavoidable impacts on traffic and transit ridership. For a discussion of Topics 5a, b, and f, refer to the COD.

The Eastern Neighborhoods FEIR determined that the Plan would result in less-than-significant impacts to parking and loading, pedestrian and bicycle conditions, and construction.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in any new significant or more severe impacts on traffic and circulation, transit, parking, loading, or pedestrian and bicycle safety that were not identified in the Eastern Neighborhoods FEIR.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to transportation and circulation, either individually or cumulatively.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
6. NOISE				
Would the project:				
a) Result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Be substantially affected by existing noise levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is not located within an airport land use plan area, within two miles of a public airport, or in the vicinity of a private airstrip. Therefore, Topics 6e and f are not applicable.

Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR identified significant construction noise impacts resulting from pile driving and other construction activities that would occur as a result of implementation of the Plan. In addition, the Eastern Neighborhoods FEIR identified potential conflicts and significant impacts from short-term or long-term noise levels that could prove disruptive to occupants of new residential development and other noise-sensitive uses in proximity to noisy uses such as PDR,

retail, entertainment, cultural/institutional/educational uses, and office uses. For a discussion of Topics 6a, b, c, d, and g, refer to the COD.

The Eastern Neighborhoods FEIR noted that the two airport-related criteria are not relevant because the Area Plan is located more than two miles from the San Francisco International Airport and not located near a private air strip.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in a significant project-specific impact with regard to construction noise or potential conflicts with occupants of noise-sensitive uses.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to noise, either individually or cumulatively.

<u>Topic</u>	<u>Sig. Impact Identified in FEIR</u>	<u>Project Contributes to Sig. Impact Identified in FEIR</u>	<u>Project Has Sig. Peculiar Impact</u>	<u>LTS/No Impact</u>
7. AIR QUALITY				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal, state, or regional ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR identified potentially significant air quality impacts related to construction activities that may cause wind-blown dust and pollutant emissions; roadway-related air quality impacts on sensitive land uses; and the siting of uses that emit diesel particulate matter and toxic air contaminants as part of everyday operations. These significant impacts would conflict with the applicable air quality plan at the time, the Bay Area 2005 Ozone Strategy. For a discussion of Topics 7a, b, c, d, and e, refer to the COD.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in a peculiar impact with regard to construction- or operational-related air pollutant emissions nor would it conflict with the applicable air quality plan.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to air quality, either individually or cumulatively.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
8. GREENHOUSE GAS EMISSIONS				
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Background

The Bay Area Air Quality Management District (BAAQMD) is the regional agency with jurisdiction over the nine-county San Francisco Bay Area Air Basin (Air Basin). BAAQMD is responsible for attaining and maintaining air quality in the Air Basin within federal and State air quality standards. Specifically, BAAQMD has the responsibility to monitor ambient air pollutant levels throughout the Air Basin and to develop and implement strategies to attain the applicable federal and State standards. The BAAQMD assists CEQA lead agencies in evaluating the air quality impacts of projects and plans proposed in the Air Basin.

Subsequent to the Eastern Neighborhoods FEIR, the BAAQMD prepared guidelines that provided new methodologies for analyzing air quality impacts, including greenhouse gas (GHG) emissions. The following analysis is based on the findings in the Eastern Neighborhoods FEIR and incorporates BAAQMD’s methodology for analyzing GHG emissions as well as other amendments to the CEQA Guidelines related to GHGs.

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR assessed the GHG emissions that could result from rezoning of the plan area under the three rezoning options. The Eastern Neighborhoods Rezoning Options A, B,

and C would result in GHG emissions on the order of 4.2, 4.3, and 4.5 metric tons of carbon dioxide equivalents per service population,⁴ respectively.⁵ The FEIR concluded that the resulting GHG emissions from the three options analyzed in the Eastern Neighborhoods Area Plans would be less than significant. The FEIR adequately addressed GHG emissions and the resulting emissions were determined to be less than significant. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

The proposed project would include demolition of all existing structures on the project site and construction of approximately 94,500 gsf of residential uses (for a total of 111 residential units), approximately 1,900 gsf of ground-floor neighborhood-serving retail uses (with 1,700 sf corner retail space at 19th and Indiana Streets and a 200 sf bike repair shop located adjacent to the mid-block alley in the "M" Building), and an approximately 23,400 sf semi-subterranean parking garage. The project would also include conversion of the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new publicly owned plaza (19th Street Pedestrian Plaza).

The proposed project would contribute to the cumulative effects of climate change by emitting GHGs during construction and operational phases. Construction of the proposed project is estimated at approximately 21 months, including completion of the 19th Street Pedestrian Plaza. Proposed project operations would generate both direct and indirect GHGs. Direct operational emissions would be from vehicle trips and area sources (natural gas combustion). Indirect emissions would be from electricity providers, energy required to pump, treat, and convey water, and emissions associated with landfill operations.

As discussed above, the BAAQMD prepared new guidelines and methodologies for analyzing GHGs, one of which is a determination of whether the proposed project is consistent with a Qualified GHG Reduction Strategy, as defined in the BAAQMD's studies. On August 12, 2010, the San Francisco Planning Department submitted a draft of San Francisco's *Strategies to Address Greenhouse Gas Emissions* to the BAAQMD.⁶ This document presents a comprehensive assessment of policies, programs, and ordinances that collectively represent San Francisco's Qualified GHG Reduction Strategy in compliance with the BAAQMD's studies.

⁴ Service population is the equivalent of total number of residents plus employees.

⁵ Memorandum from Jessica Range, MEA, to MEA staff, Greenhouse Gas Analyses for Community Plan Exemptions in Eastern Neighborhoods (April 20, 2010). This memorandum provides an overview of the GHG analysis conducted for the Eastern Neighborhoods Rezoning EIR and provides an analysis of the emissions using a service population metric. This document is available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

⁶ San Francisco Planning Department, *Strategies to Address Greenhouse Gas Emissions in San Francisco* (2010). The final document is available online at <http://www.sfplanning.org/index.aspx?page=1570>.

The BAAQMD reviewed San Francisco's *Strategies to Address Greenhouse Gas Emissions* and concluded that the strategy meets the criteria for a Qualified GHG Reduction Strategy as outlined in BAAQMD's studies and stated that San Francisco's "aggressive GHG reduction targets and comprehensive strategies help the Bay Area move toward reaching the State's AB (Assembly Bill) 32 goals, and also serve as a model from which other communities can learn."⁷ San Francisco's collective policies and programs have resulted in a 14.5 percent reduction in GHG emissions compared to 1990 levels.⁸

Based on the BAAQMD's studies, projects that are consistent with San Francisco's *Strategies to Address Greenhouse Gas Emissions* would result in a less-than-significant impact with respect to GHG emissions. Furthermore, because San Francisco's strategy is consistent with AB 32 goals, projects that are consistent with San Francisco's strategy would also not conflict with the State's plan for reducing GHG emissions. As discussed in San Francisco's *Strategies to Address Greenhouse Gas Emissions*, new development and renovations/alterations for private projects and municipal projects are required to comply with San Francisco's ordinances that reduce GHG emissions.

Depending on a proposed project's size, use, and location, a variety of controls are in place to ensure that a proposed project would not impair the State's ability to meet statewide GHG reduction targets outlined in AB 32, nor impact the City's ability to meet San Francisco's local GHG reduction targets. Given that (1) San Francisco has implemented regulations to reduce GHG emissions specific to new construction and renovations of private developments and municipal projects; (2) San Francisco's sustainable policies have resulted in the measured success of reduced GHG emissions levels; (3) San Francisco has met and exceeded AB 32 GHG reduction goals for the year 2020; (4) current and probable future state and local GHG reduction measures will continue to reduce a project's contribution to climate change; and (5) San Francisco's *Strategies to Address Greenhouse Gas Emissions* meet BAAQMD's requirements for a Qualified GHG Reduction Strategy, projects that are consistent with San Francisco's regulations would not contribute significantly to global climate change. The proposed project was determined to be consistent with San Francisco's *Strategies to Address Greenhouse Gas Emissions*.⁹

⁷ Letter from Jean Roggenkamp, BAAQMD, to Bill Wycko, San Francisco Planning Department (October 28, 2010). This letter is available online at <http://www.sfplanning.org/index.aspx?page=1570> (accessed November 12, 2010).

⁸ San Francisco Department of Environment (DOE), "San Francisco Community-Wide Carbon Emissions by Category." Excel spreadsheet provided via email between Pansy Gee, DOE, and Wade Wietgreffe, San Francisco Planning Department (June 7, 2013). This document is available online at <http://www.sfenvironment.org/download/community-greenhouse-gas-inventory-3rd-party-verification-memo>.

⁹ San Francisco Planning Department, Compliance Checklist Table for Greenhouse Gas Analysis: Table 1, Private Development Projects. This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103..

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to greenhouse gas emissions, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
9. WIND AND SHADOW				
Would the project:				
a) Alter wind in a manner that substantially affects public areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significant Impact Identified in FEIR

The Eastern Neighborhoods FEIR found that the rezoning would result in potential significant and unavoidable shadow impacts, due to the potential new shadow on parks without triggering *Planning Code* Section 295. Therefore, for a discussion on Topic 9b, see the COD.

Wind impacts are directly related to building design and articulation and the surrounding site conditions. The Eastern Neighborhoods FEIR determined the rezoning and community plans would not result in a significant impact to wind because the Planning Department, in review of specific future projects, would continue to require analysis of wind impacts, where deemed necessary, to ensure that project-level wind impacts mitigated to a less-than-significant level. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in any new significant or more severe impact with regard to shadows that were not identified in the Eastern Neighborhoods FEIR.

Based upon experience of the Planning Department in reviewing wind analyses and expert opinion on other projects, it is generally the case that projects under 80 feet in height do not have the potential to trigger significant wind impacts. The project would be constructed within two architecturally distinct, five-story buildings. The buildings would be approximately 62 feet tall at the top of parapet above the grade of the street. Based upon Planning Department experience in reviewing wind analyses and expert opinion on other projects, it is generally the case that projects under 80 feet in height do not have the potential to generate significant wind impacts, and a wind analysis was not deemed necessary for the proposed project. No wind or shadow impacts would be associated with the public plaza component of the project.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to wind and shadow, either individually or cumulatively.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
10. RECREATION				
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Physically degrade existing recreational resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that the anticipated population increase that would be facilitated by the implementation of the Plan would not result in substantial or accelerated physical deterioration of existing neighborhood and regional parks or other recreational resources or require the construction or expansion of recreational facilities that may have a significant adverse effect on the environment. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

The proposed project would introduce approximately 94,500 sf of residential and approximately 1,900 sf of neighborhood-serving retail uses to the project site as well as convert the terminus of 19th Street into a pedestrian plaza. Such uses would be consistent with the projected growth assumptions analyzed in the Eastern Neighborhoods FEIR. Therefore, the increase in residential population associated with the proposed project would not increase use of park and other recreational facilities beyond what was anticipated in that document such that increased demand would result in substantial deterioration of existing facilities or the need for new or expanded recreational facilities. For these reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to recreation, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
11. UTILITIES AND SERVICE SYSTEMS				
Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supply available, to serve the project from existing entitlements and resources, or require new or expanded water supply resources or entitlements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that the anticipated increase in population would result in less-than-significant impacts to utilities, including water, wastewater and stormwater collection and treatment, and solid waste collection and disposal. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

The proposed project would result in 111 new residential units and approximately 1,900 sf of retail space (in addition to various streetscape improvements). The project would also convert the existing terminus of 19th Street into a pedestrian plaza. The Eastern Neighborhoods FEIR considered the rezoning of the project site in its analysis of demand for utilities and service systems. Thus, the uses proposed by the project would be among the uses anticipated in the Eastern Neighborhoods FEIR to be added with implementation of the Eastern Neighborhoods Area Plans. Therefore, the project is consistent with the projected growth assumptions considered in the Eastern Neighborhoods FEIR and would not create demand for water, wastewater collection and treatment, or solid waste collection and disposal facilities beyond what was already discussed and analyzed in the FEIR. For these reasons, the proposed project the proposed project would not result in significant new or more

severe impacts that were not identified in the Eastern Neighborhoods FEIR related to utilities and service systems, either individually or cumulatively.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
12: PUBLIC SERVICES				
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any public services such as fire protection, police protection, schools, parks, or other services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that the anticipated increase in population as a result of Plan implementation would not result in a significant impact to public services, including fire protection, police protection, and public schools. No mitigation measures were identified in the FEIR. Impacts on parks and recreation are discussed under Topics 9 and 10.

No Significant Project-Specific Impacts

The proposed project would include demolition of all existing structures on the project site and construction of approximately 94,500 gsf of residential uses (for a total of 111 residential units), approximately 1,900 gsf of ground-floor neighborhood-serving retail uses, and an approximately 23,400 sf semi-subterranean parking garage. The project would also include conversion of the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new publicly owned plaza (19th Street Pedestrian Plaza). As discussed above, under Population and Housing, the increase in residential and retail uses is consistent with the projected growth assumptions included in the Eastern Neighborhoods FEIR and would not result in any impacts to the provision of public services beyond what was already considered in that programmatic document. For these reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to public services, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig: Peculiar Impact	LTS/No Impact
13. BIOLOGICAL RESOURCES				
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR found that Plan implementation would not result in significant impacts to biological resources. The project area is almost fully developed with buildings and other improvements such as streets and parking lots. Most of the project area consists of structures that have been in industrial use for many years. As a result, landscaping and other vegetation is sparse, except for a few parks. Because future development projects in the Plan Area would largely consist of new construction of housing in these heavily developed, former industrial neighborhoods, vegetation loss or disturbance of wildlife other than common urban species would be minimal. Therefore, the Eastern Neighborhoods FEIR concluded that Plan implementation would not result in any significant effects related to biological resources. No mitigation measures were identified.

No Significant Project-Specific Impacts

The proposed project site is completely covered by existing buildings and parking areas. Moreover, the site is located in a densely built urban environment with minimal vegetation. Similar to the rest of the Eastern Neighborhoods plan area, the project site does not support or provide habitat for any rare or endangered wildlife species, animal, or plants or habitat. Sixteen trees are currently located on Indiana Street in front of the project site. All 16 existing street trees would be removed during

project construction. Per San Francisco Public Works Code Article 16, the project sponsor would be required to obtain a tree removal permit from the San Francisco Department of Public Works prior to project construction.

Removal of existing trees would not result in removal of any "significant" trees¹⁰ or disturbance of special-status species. Project landscaping would include 23 new trees. Twenty-one of those trees would be planted along the Indiana Street frontage and two new trees would be planted within the project site's interior. Vegetation proposed as part of the project would include native and drought-tolerant species that would meet SFPUC requirements for storm water treatment. All landscaping installed within and surrounding the project site, including within the 19th Street Pedestrian Plaza, would meet the landscaping and street tree requirements of *Planning Code* Section 138.1(c)(2), which may require sidewalk landscaping and other streetscape elements as identified in the Better Streets Plan.

The proposed project also would be required to comply with the City's Standards for Bird-Safe Buildings, which require the new buildings to incorporate bird-safe design features to reduce potential impacts due to bird strikes. There are no habitat conservation plans applicable to the project site. Based on the above, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to biological resources, either individually or cumulatively.

¹⁰ As defined in *San Francisco Public Works Code* Article 16, significant trees are located on private property, but within 10 feet of the public right-of-way, and also meet any one of the following size requirements: 20 feet or greater in height, 15 feet or greater canopy width, or 12 inches or greater diameter of trunk measured at 4.5 feet above grade.

<u>Topic</u>	<u>Sig. Impact Identified in FEIR</u>	<u>Project Contributes to Sig. Impact Identified in FEIR</u>	<u>Project Has Sig. Peculiar Impact</u>	<u>LTS/No Impact</u>
14. GEOLOGY AND SOILS				
Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Change substantially the topography or any unique geologic or physical features of the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR concluded that Plan implementation would increase the population that would be subject to an earthquake, including seismically induced groundshaking, liquefaction, and landslides. The FEIR also noted that new development is generally safer than comparable older development due to improvements in building codes and construction techniques. Compliance with applicable codes and recommendations made in project-specific geotechnical analyses would not eliminate earthquake risk, but would reduce risk to an acceptable level, given the seismically active characteristics of the Bay Area. Therefore, the FEIR concluded that the project would not result in significant impacts to geology. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

A geotechnical investigation was prepared for the proposed project. The following discussion relies on the information provided in the geotechnical investigation.¹¹

Existing grades on the project site vary in elevation from 32 feet at the southwestern corner to 26 feet at the northeastern corner. The site is underlain by a one- to three-foot layer of sandy soil over bedrock consisting of serpentinite, greywacke sandstone, siltstone, and sandstone. Underlying sandy soils, consisting of varying amounts of silt, clay, and gravel, have varying degrees of expansion potential.

The major active faults in the project area are the San Andreas, San Gregorio, and Hayward Faults. The closest active fault segment to the project site is located approximately seven miles to the west. The project site does not lie within an Earthquake Fault Zone, as defined by the Alquist-Priolo Earthquake Fault Zoning Act and no known active or potentially active faults exist on the site. Therefore, the risk of surface faulting and consequent secondary ground failure would be minimal. During a major earthquake on a segment of one of the nearby faults, very strong shaking could occur at the project site. Strong shaking during an earthquake can result in ground failure such as that associated with soil liquefaction, lateral spreading, and seismically induced densification.

The site is not within a designated liquefaction hazard zone as mapped by the California Division of Mines and Geology (CDMG) prepared in accordance with the Seismic Hazards Mapping Act. The potential for liquefaction and lateral spreading at the site is low.

The Geotechnical Investigation concluded that the proposed project would be feasible with implementation of measures recommended to address the following issues:

- The presence of expansive soil and rock
- Maintaining vertical and horizontal support of the excavation during construction
- Intercepting localized groundwater within fractures and seams of the bedrock, where appropriate

To address these issues, the project sponsor has agreed to implement the measures recommended and described in greater detail in the geotechnical investigation, subject to DBI permitting. Among the recommendations included in the geotechnical investigation were that footings for the proposed buildings should be at least 18 to 24 inches wide and supported on rock, and that floor slabs should be placed on engineered fill or bedrock. The investigation also recommended that at least six inches of Class 2 aggregate base rock be placed beneath proposed exterior flatwork, including patio slabs and sidewalks, and that base rock extend at least two feet beyond slab edges. In general, the

¹¹ Treadwell & Rollo, *Geotechnical Investigation for 650 Indiana Street San Francisco, CA* (February 8, 2013). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

geotechnical investigation found that from a geotechnical standpoint the proposed project is feasible provided that the listed concerns are addressed in final project design.

The proposed project would be required to incorporate these recommendations into the final building design through the building permit review process. Through this process, the Department of Building Inspection (DBI) would review the geotechnical investigation to determine the adequacy of necessary engineering and design features to ensure compliance with all Building Code provisions regarding structure safety. Past geological and geotechnical investigation would be available for use by DBI during its review of building permits for the project site. Also DBI could require that additional site-specific soils report(s) be prepared in conjunction with permit applications, as needed. For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to geology and soils, either individually or cumulatively.

<i>Topic</i>	<i>Sig. Impact Identified in FEIR</i>	<i>Project Contributes to Sig. Impact Identified in FEIR</i>	<i>Project Has Sig. Peculiar Impact</i>	<i>LTS/No Impact</i>
15. HYDROLOGY AND WATER QUALITY				
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other authoritative flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significant Impact Identified in FEIR

The Eastern Neighborhoods FEIR determined that implementation of the Plan would not result in a significant impact to hydrology and water quality, including the combined sewer system and the potential for combined sewer outflows. No mitigation measures were identified in the FEIR.

No Significant Project-Specific Impacts

In 2007, the Federal Emergency Management Agency (FEMA) issued preliminary Flood Insurance Rate Maps (FIRMs) for review and comment by the City.¹² The preliminary FIRMs identify: 1) Special Flood Hazard Areas (SFHAs), areas that are subject to inundation during a flood having a one-percent chance of occurrence in a given year (also known as a “base flood” or “100-year flood”); 2) Zone A (areas of coastal flooding with no wave hazard; or waves less than three feet in height); and 3) Zone V (areas of coastal flooding subject to the additional hazards associated with wave action).¹³ The project site is not located within a SFHA, Zone A, or Zone V.^{14,15} As a result, the project would not result in a significant impact with respect to flooding including coastal flooding.

The Eastern Neighborhoods FEIR also concluded that with the implementation of requirements in the City’s Industrial Waste Ordinance, the impacts to groundwater would be less than significant. The project would be subject to the City’s Industrial Waste Ordinance, which requires that groundwater meet specified water quality standards before it is discharged into the sewer system. Therefore, the project’s impacts to groundwater would be less than significant.

Effects related to water resources would not be significant, either individually or cumulatively. The project would be subject to the Stormwater Management Ordinance, which became effective May 22, 2010. As addressed in Public Works Code Section 147.2, stormwater design guidelines have been instituted to minimize the disruption of natural hydrology. In compliance with the Stormwater Management Ordinance, the project would maintain or reduce the existing volume and rate of stormwater runoff discharged from the site by implementing and installing appropriate stormwater management systems that retain runoff onsite, promote stormwater reuse, and limit site discharges before they enter the combined sewer collection system. In addition, the stormwater management system would capture and treat stormwater runoff and mitigate stormwater quality effects by promoting treatment or infiltration of stormwater runoff prior to discharging to the separate sewer system and entering the bay or ocean.

¹² Federal Emergency Management Agency (FEMA), Preliminary Flood Insurance Rate Map (FIRM), City and County of San Francisco, California, Panel 120 of 260, Map Number 0675C0120A (September 21, 2007). This map is available online at <http://sfgsa.org/Modules/ShowImage.aspx?imageid=2672> (accessed February 18, 2014).

¹³ City and County of San Francisco, Office of the City Administrator, *National Flood Insurance Program Flood Sheet* (January 25, 2012). This file is available online at <http://sfgsa.org/Modules/ShowDocument.aspx?documentid=7520> (accessed February 18, 2014).

¹⁴ Federal Emergency Management Agency (FEMA), Preliminary Flood Insurance Rate Map (FIRM), City and County of San Francisco, California, Panel 120 of 260, Map Number 06075C0120A (September 21, 2007). This map is available online at <http://sfgsa.org/Modules/ShowImage.aspx?imageid=2672> (accessed February 18, 2014).

¹⁵ City and County of San Francisco, Office of the City Administrator, Final Draft San Francisco Interim Floodplain Map, Northeast (July 2008). This map is available online at <http://sfgsa.org/Modules/ShowDocument.aspx?documentid=1785> (accessed February 18, 2014).

The existing project site is completely covered by existing buildings and parking/storage areas. The proposed project would construct two new buildings that would take up the majority of the project site, as well as convert the existing terminus of 19th Street to a pedestrian plaza. Groundwater is estimated to be approximately 16 feet below ground surface. The proposed project's excavation has the potential to encounter groundwater, which could impact water quality. Any groundwater encountered during construction of the proposed project would be subject to requirements of the City's Sewer Use Ordinance (Ordinance Number 19-92, amended 116-97), as supplemented by Department of Public Works Order No. 158170, requiring a permit from the Wastewater Enterprise Collection System Division of the San Francisco Public Utilities Commission. A permit may be issued only if an effective pretreatment system is maintained and operated. Each permit for such discharge shall contain specified water quality standards and may require the project sponsor to install and maintain meters to measure the volume of the discharge to the combined sewer system. Although dewatering may be required during construction, any effects related to lowering the water table would be temporary and would not be expected to substantially deplete groundwater resources.

The proposed project would not increase the amount of impervious surface area on the project site. In accordance with the Stormwater Management Ordinance (Ordinance No. 83-10), the proposed project would be required to implement Low Impact Design (LID) approaches and stormwater management systems in compliance with the Stormwater Design Guidelines. Therefore, the proposed project would not have significant runoff and drainage impacts. For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to hydrology or water quality, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
16. HAZARDS AND HAZARDOUS MATERIALS				
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significant Impact Identified in FEIR

The Eastern Neighborhoods FEIR determined that development resulting from the Plan may involve demolition or renovation of existing structures that may contain hazardous building materials, such as transformers and fluorescent light ballasts that contain polychlorinated biphenyls (PCBs) or di (2-ethylhexyl) phthalate (DEHP) and fluorescent lights containing mercury vapors, that were commonly used in older buildings and that could present a public health risk if disturbed during an accident or during demolition or renovation. Topic 16c is discussed in the Certificate of Exemption.

The Eastern Neighborhoods FEIR determined that the rezoning of currently zoned industrial (PDR) land to residential, commercial, or open space uses in the Eastern Neighborhoods would result in the incremental replacement of some of the existing nonconforming business with development of these other land uses. This could result in exposure of the public or the environment to hazards, but existing regulations would reduce impacts to less-than-significant levels, with the exception of those hazardous materials and waste addressed in the COD. In addition, the FEIR also determined that the rezoning and community plans would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan or expose people or structures

to a significant risk of loss, injury, or death involving fires. Lastly, the FEIR determined that the project area is not located within an airport land use plan area, within two miles of a public airport, or in the vicinity of a private airstrip. Therefore, the implementation of the Plan would have no adverse effects in terms of air safety.

No Significant Project-Specific Impacts

As discussed in the COD, the proposed project would not result in a significant impact with regard to emitting hazardous building materials during demolition. Moreover, the project site is not within any adopted airport land use plan or private airstrip. The project site is not located in an area subject to wildland fires.

The project site was developed as early as 1914 with the Herbert-Vogel & Mark Company Cooperage and Tank Factory and with the Mortensen Construction Company, Structural Iron Works. A fuel storage tank is indicated in the facility, but in an area that is about 50 feet off site to the west of the present day boundary of parcel 010 (600 Indiana Street). The status of the existence of the historic fuel storage tank is unknown. The only historic record indicating the existence of the tank is a 1914 Sanborn Map; later maps do not depict it. The site is not listed in any commercially available database as being a location where hazardous materials are used, generated, or as having had a reported release of hazardous materials or documented environmental contamination.

Based on local topography, groundwater beneath the project site and surrounding area would be expected to flow in an easterly direction. Groundwater in the vicinity of the project site ranges in depth from approximately five to 16 feet. The existing warehouse was constructed in approximately 1980, predating the 1990 passage of federal regulations prohibiting the use of asbestos containing materials (ACMs) in buildings. Therefore, it is possible that building materials on the subject property contain asbestos.

The proposed project includes demolition of all existing structures on the project site and construction of approximately 94,500 gsf of residential uses, approximately 1,900 gsf of ground-floor neighborhood-serving retail uses, approximately 11,700 sf of open space, and an approximately 23,400 gsf basement-level parking garage. The project would also include conversion of the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new publicly owned plaza. The proposed project would include uses that would not routinely handle hazardous materials with the exception of general household cleaners and similar products. Maintenance of landscaping could also result in the use of small amounts of herbicides and/or pesticides, but these would not be used in quantities sufficient to present a risk to people or the environment, or emit hazardous emissions within 0.25 mile of an existing or proposed school. Compliance with hazardous materials and waste regulations would minimize the risk for accidental releases and would ensure safe handling of hazardous materials and wastes at permitted facilities. Furthermore, new businesses introduced to the project area would implement newer and improved technology for handling and storage of hazardous materials that would further reduce the risk of a

release that could affect public health or the environment. Similar to existing conditions, any business that handles or stores hazardous materials or petroleum products would be required to comply with the requirements of the City's hazardous materials handling requirements specified in San Francisco Health Code Article 21. Appropriate emergency access as required by the *Planning Code* would be maintained at all times during both construction and operation.

Because the project site is located within an area currently and historically zoned for industrial use and within 100 feet of current or historical underground tanks, the project is subject to Health Code Article 22A, also known as the Maher Ordinance, which is administered and overseen by the Department of Public Health (DPH). The Maher Ordinance requires the project sponsor to retain the services of a qualified professional to prepare a Phase I Environmental Site Assessment (ESA) that meets the requirements of Health Code Section 22.A.6.

In compliance with the Maher Ordinance, the project sponsor has submitted a Maher Application to DPH and a Phase I ESA¹⁶ and a Phase II Pre-Development Property Environmental Assessment¹⁷ have been prepared to assess the potential for site contamination. The Phase I ESA found that, based on historical industrial use of the subject property and surrounding area, pre-construction soil sampling should be conducted to determine whether soil excavated during project construction should be hauled to a Class I or Class II landfill. Based on the unknown status of the offsite, upgradient fuel tank, and on the results of subsequent soil sampling, preparation of a Soil and Groundwater Management Plan (S&GWMP) and Project health and Safety Plan was recommended to be completed before excavation work is begun. As part of the S&GWMP, it is recommended that if groundwater de-watering is projected to be part of the construction plan, then grab-groundwater samples should be considered to determine groundwater quality and to evaluate options and cost associated with treatment and/or disposal. These plans also would include measures to minimize site worker and surrounding neighborhood exposure to fugitive dust that can be generated during site demolition and grading activities.

The proposed project would be required to remediate potential soil and/or groundwater contamination described above in accordance with Health Code Article 22A. As a result, the proposed project would not result in significant impacts related to hazardous materials. For the above reasons, the proposed project would not result in significant new or more severe impacts that

¹⁶ Stellar Environmental Solutions, Inc., *Phase I Environmental Site Assessment, 600–698 Indiana Street, San Francisco, CA* (August, 2012). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

¹⁷ Stellar Environmental Solutions, Inc., *Pre-Development Property Environmental Assessment Findings: Shallow Soil Sampling for 600–698 Indiana Street, San Francisco, CA* (December 20, 2012). This document is on file and available for review as part of Case File No. 2012.1574E at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California 94103.

were not identified in the Eastern Neighborhoods FEIR related to hazards or hazardous materials, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
17. MINERAL AND ENERGY RESOURCES				
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Encourage activities that result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that the anticipated development and population increases that would occur as a result of Plan implementation would not result in a significant impact to mineral and energy resources and would also not result in use of large amounts of fuel, water, or energy in the context of energy use throughout the City and region. The energy demand for individual buildings would be typical for such projects and would meet, or exceed, current state and local codes and standards concerning energy consumption, including *California Code of Regulations* Title 24 enforced by the Department of Building Inspection. The project area does not include any natural resources routinely extracted and the rezoning does not provide for any natural resource extraction activities. Therefore, the Eastern Neighborhoods FEIR concluded that Plan implementation would not result in a significant impact to mineral and energy resources. No mitigation measures were identified in the FEIR.

All land in San Francisco, including the project site, is designated Mineral Resource Zone 4 (MRZ-4) by the CDMG under the Surface Mining and Reclamation Act of 1975 (CDMG, Open File Report 96-03 and Special Report 146 Parts I and II). This designation indicates that there is inadequate information available for assignment to any other MRZ and thus the site is not a designated area of significant mineral deposits. Since the project site is already developed, future evaluation or designation of the site would not affect or be affected by the proposed project. There are no operational mineral resource recovery sites in the project area whose operations or accessibility would be affected by the construction or operation of the proposed project.

No Significant Project-Specific Impacts

The proposed project is consistent with the projected growth assumptions resulting from Plan implementation and would not result in any impacts to mineral and energy resources beyond those already addressed in the programmatic document. No operational mineral resource recovery sites exist on the project site. The energy demand for the proposed project would be typical for such a project and would meet, or exceed, current state or local codes and standards concerning energy consumption, including California Code of Regulation Title 24, enforced by the Department of Building Inspection.

For the above reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to mineral or energy resources, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
18. AGRICULTURE AND FOREST RESOURCES				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined by Public Resources Code Section 4526)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to nonforest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to nonagricultural use or forest land to nonforest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR determined that no agricultural resources exist in the Plan Area; therefore, anticipated development and population increases within the Eastern Neighborhoods

Plan Area that would result from implementation of the Plan would not result in a significant impact to agriculture resources. No mitigation measures were identified in the FEIR. The FEIR did not analyze effects on forest resources.

No Significant Project-Specific Impacts

The project site currently contains a 14,810 sf, approximately 20-foot-tall warehouse, which is divided into three uses: a sound studio, a storage and staging area, and a nightclub (Café Cocomo). No agricultural, forest, or timberland resources are located within the project site or surrounding area. For these reasons, the proposed project would not result in significant new or more severe impacts that were not identified in the Eastern Neighborhoods FEIR related to agricultural or forest resources, either individually or cumulatively.

Topic	Sig. Impact Identified in FEIR	Project Contributes to Sig. Impact Identified in FEIR	Project Has Sig. Peculiar Impact	LTS/No Impact
19. MANDATORY FINDINGS OF SIGNIFICANCE				
Would the project:				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that would be individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significant Impacts Identified in FEIR

The Eastern Neighborhoods FEIR identified significant impacts related to land use, transportation, cultural resources, shadow, noise, air quality, and hazardous materials. Mitigation measures reduced all impacts to less than significant, with the exception of those related to land use (cumulative impacts on PDR land supply), transportation (traffic impacts at nine intersections and transit impacts), cultural resources (demolition of historical resources), and shadow (impacts on parks).

No Significant Project-Specific Impacts

The proposed project would include demolition of all existing structures on the project site and construction of an approximately 97,000 gsf development, consisting of 94,500 gsf of residential uses, approximately 1,900 gsf of ground-floor neighborhood-serving retail uses and approximately 11,700 sf of open space, as well as an approximately 23,400 gsf basement-level parking garage. The project would also include conversion of the approximately 8,900 sf dead-end portion of the 19th Street public right-of-way west of Indiana Street into a new pedestrian plaza. As discussed in this document and the CPE COD, the proposed project would not result in new significant environmental effects, or effects of greater severity than were already analyzed and considered in the Eastern Neighborhoods FEIR.

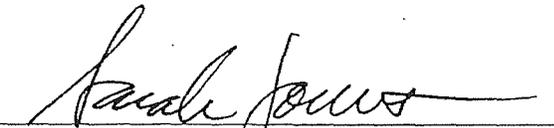
C. DETERMINATION

On the basis of this Checklist:

- The proposed project qualifies for consideration of a Community Plan exemption based on the applicable General Plan and zoning requirements; AND
- All potentially significant individual or cumulative impacts of the proposed project were identified in the applicable programmatic EIR (PEIR) for the Plan Area, and all applicable mitigation measures have been or incorporated into the proposed project or will be required in approval of the project.
- The proposed project may have a potentially significant impact not identified in the PEIR for the topic area(s) identified above, but that this impact can be reduced to a less-than-significant level in this case because revisions in the project have been made by or agreed to by the project proponent. A focused Initial Study and MITIGATED NEGATIVE DECLARATION is required, analyzing the effects that remain to be addressed.
- The proposed project may have a potentially significant impact not identified in the PEIR for the topic area(s) identified above. An ENVIRONMENTAL IMPACT REPORT is required, analyzing the effects that remain to be addressed.

DATE

March 28, 2014



Sarah B. Jones, Environmental Review Officer

for

John Rahaim, Director of Planning



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19150

Date: May 15, 2014
Case No.: 2014.0092U
Project Address: 650 Indiana Street
Plan Area: Central Waterfront Area Plan
Project Sponsor: Michael Yarne
Build, Inc.
315 Linden Street
San Francisco, CA 94102

Staff Contact: Lisa Chen (415-575-9124)
lisa.chen@sfgov.org

1650 Mission St.
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APPROVING AN IMPACT FEE WAIVER FOR 650 INDIANA STREET IN THE AMOUNT OF \$565,100 TO PROVIDE STREETScape, PEDESTRIAN SAFETY, AND PUBLIC SPACE IMPROVEMENTS ON 19TH STREET BASED ON THE COMPLETION OF AN IN-KIND AGREEMENT BETWEEN THE PROJECT SPONSOR AND THE CITY.

FURTHER, APPROVING AN ADDITIONAL WAIVER OF \$284,900 (\$850,000 IN TOTAL), CONTINGENT ON RECEIVING A POSITIVE RECOMMENDATION FROM THE EASTERN NEIGHBORHOODS CAC FOR THE ADDITIONAL 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 May 1, 2014, the Planning Commission granted approval to the project proposed for 650 Indiana Street. The project consists of two five-story, approximately 58-foot-tall residential buildings with 111 residential units and approximately 1,900 gross square feet of ground-floor neighborhood-serving retail uses. In total the new structures would measure approximately 122,185 gross square feet.
- On December 16, 2013, 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 19th Street.

- The proposed improvements would provide a new public open space, enhance pedestrian safety, and calm traffic, consistent with the Central Waterfront Area Plan. The Central Waterfront Area Plan builds on the neighborhood's mixed-use, industrial character, envisioning increased housing and commercial uses, an enhanced public realm, and improvements to support transit use, walking, and biking. It also calls for additional parks and open spaces, provided both by the City and in collaboration with new residential and commercial development. Further, the Plan recognizes underutilized streets and rights-of-way as a valuable resource to creatively develop new open spaces.
- On February 10, 2014, in Motion 2014-02-02, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed improvements for the 650 Indiana Street In-Kind Agreement.

MOVED, that the Commission hereby authorizes the Eastern Neighborhoods Community Impact Fee Waiver for 650 Indiana Street in the amount of \$565,100.

Be it also moved that the Planning Commission hereby approves an additional \$284,900 (for a maximum total of \$850,000 in fees waived), contingent upon the Project Sponsor returning to the Eastern Neighborhoods CAC for their recommendation of the additional amount.

Be it also moved that if the Eastern Neighborhoods CAC does not recommend the additional waiver of \$284,900 in Impact Fee funds, the Planning Commission will review the In-Kind Agreement at a future date to take a final action regarding the total amount of the fee waiver.

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. 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. 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 is not specifically listed in the IPIC Report; however it falls categorically within the open space and recreation funding section, which is largely unprogrammed and is awaiting specific project identification. Funds allocated here would not be removed from any specifically identified project.
 - CAC Supports the Proposed Improvement: The Eastern Neighborhoods CAC approved a resolution in February 2014 supporting the improvements in an amount up to \$565,100.
 - Efficiencies are Gained Through Coordination with Development Project: Project sponsors can utilize the construction tools and labor already working onsite for the 650 Indiana 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. The Project is recommended by the Planning Department and has been reviewed by other public agencies, including the Department of Public Works.
6. As the City's design review has resulted in changes intended to increase landscaping, stormwater infrastructure, and safe loading access on the site, the cost estimates for the Project have increased since the Eastern Neighborhoods CAC approved the waiver of impact fee funds. Thus, there is a need to secure additional funds in order to implement the project.
7. **General Plan Compliance.** The proposed Ordinance is, on balance, consistent with the following Objectives and Policies of the General Plan:

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

OBJECTIVE 3.2

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

POLICY 3.2.6

Sidewalks abutting new developments should be constructed in accordance with locally appropriate guidelines based on established best practices in streetscape design.

Discussion: The project would enhance the pedestrian conditions on 19th and Indiana Streets, by providing a pedestrian plaza and a bulb-out, shortening pedestrian crossings, increasing landscaping and public art, and calming traffic. The project would reduce vehicular access to 19th Street, providing only limited loading and unloading access.

OBJECTIVE 4.4

SUPPORT THE CIRCULATION NEEDS OF EXISTING AND NEW PDR AND MARITIME USES IN THE CENTRAL WATERFRONT

POLICY 4.4.2

Continue to require off-street facilities for freight loading and service vehicles in new large non-residential developments.

POLICY 4.4.3

In areas with a significant number of PDR establishments and particularly along Illinois Street, design streets to serve the needs and access requirements of trucks while maintaining a safe pedestrian and bicycle environment.

Discussion: The project balances the operational and loading needs of an existing PDR business with the safety needs of pedestrians and bicyclists. The project design would provide limited loading and unloading access in a clearly demarcated area, without significantly compromising pedestrian and bicyclist safety and use of the space.

OBJECTIVE 4.5

CONSIDER THE STREET NETWORK IN CENTRAL WATERFRONT AS A CITY RESOURCE ESSENTIAL TO MULTI-MODAL MOVEMENT AND PUBLIC OPEN SPACE

POLICY 4.5.3

Redesign underutilized streets not needed for PDR business circulation needs in the Central Waterfront for creation of Living Streets and other usable public space.

Discussion: The project redesigns an underutilized, dead-end street to provide a pedestrian plaza and arts-focused outdoor event space. The design retains the existing loading needs of an adjacent PDR business, which has alternate street entrances and does not use 19th street as its primary vehicular access.

OBJECTIVE 4.6

SUPPORT WALKING AS A KEY TRANSPORTATION MODE BY IMPROVING PEDESTRIAN CIRCULATION WITHIN CENTRAL WATERFRONT AND TO OTHER PARTS OF THE CITY

POLICY 4.6.1

Use established street design standards to make the pedestrian environment safer and more comfortable for walk trips.

POLICY 4.6.3

Improve pedestrian access to transit stops including Third Street light rail and the 22nd Street Caltrain Station.

Discussion: This project utilizes established street design standards to improve the pedestrian environment along 19th Street and along Indiana Street, which leads directly to the 22nd Street Caltrain station.

OBJECTIVE 4.9

FACILITATE MOVEMENT OF AUTOMOBILES WHILE STRIVING TO REDUCE NEGATIVE IMPACTS OF VEHICLE TRAFFIC

POLICY 4.9.1

Introduce traffic calming measures where warranted to improve pedestrian safety and comfort, reduce speeding and traffic spillover from arterial streets onto residential streets and alleyways.

Discussion: The project includes a bulb-out and pedestrian crossing, which would calm traffic while providing safer and more comfortable pedestrian access.

OBJECTIVE 5.1

PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS OF RESIDENTS, WORKERS AND VISITORS

POLICY 5.1.1

Identify opportunities to create new public open spaces and provide at least one new public open space serving the Central Waterfront.

POLICY 5.1.2

Require new residential and commercial development to provide, or contribute to the creation of public open space.

POLICY 5.2.4

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

Discussion: The project creates a new public open space in collaboration with new residential and commercial development.

OBJECTIVE 5.3

CREATE A NETWORK OF GREEN STREETS THAT CONNECTS OPEN SPACES AND IMPROVES THE WALKABILITY, AESTHETICS, AND ECOLOGICAL SUSTAINABILITY OF THE NEIGHBORHOOD

POLICY 5.3.1

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

POLICY 5.3.2

Maximize sidewalk landscaping, street trees and pedestrian scale street furnishing to the greatest extent feasible.

POLICY 5.3.4

Enhance the pedestrian environment by requiring new development to plant street trees along abutting sidewalks. When this is not feasible, plant trees on development sites or elsewhere in the plan area.

POLICY 5.3.6

Where possible, transform unused freeway and rail rights-of-way into landscaped features that provide a pleasant and comforting route for pedestrians.

Discussion: The project transforms an underutilized street and freeway right-of-way into a pedestrian plaza with landscaped features.

8. **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. The design retains the existing loading needs of an adjacent PDR business, which has alternate street entrances and does not use 19th street as its primary vehicular access.

- 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.

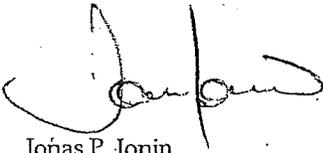
- G) That landmark and historic buildings will be preserved:

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.

I hereby certify that the foregoing Motion was adopted by the Planning Commission on May 15th, 2014.



Jonas P. Ionin
Director of Commission Affairs,
Commission Secretary

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

NAYS:

ABSENT:

ADOPTED: May 15, 2015

**660-90 INDIANA STREET IN-KIND AGREEMENT
(PER PLANNING CODE SECTION 423.3)**

THIS IN-KIND AGREEMENT (the "Agreement") is entered into as of August 1, 2014, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Planning Commission (the "City") and 650 Indiana Investment, LLC ("Project Sponsor"), with respect to the project approved for 660-90 Indiana Street, San Francisco, California 94107 (the "Project").

RECITALS

A. On December 19, 2008, the San Francisco Board of Supervisors enacted Ordinance No. 298-08 (File No. 081153) (the "Ordinance"), adding Section 327 to the San Francisco Planning Code (now Sections 423-423.5). Any undefined term used herein shall have the meaning given to such term in Article 4 of the Planning Code, and all references to Sections 423-423.5 shall mean Sections 423-423.5 of the San Francisco Planning Code.

B. In order to mitigate the impacts from the new mixed residential and commercial development permitted under the Eastern Neighborhoods Plan, the Ordinance imposed an Impact Fee on new residential and commercial development (the "Fee"). Under Section 423.3(e), the Fee is required to be paid to the City before issuance of the First Construction Document for a development project. As an alternative to payment of the Fee, the Ordinance provides that the City may reduce the Fee obligation at that time if the project sponsor agrees to provide specified community improvements. In order for the project sponsor to satisfy its Fee obligation by providing such in-kind improvements, the Ordinance requires the City and the Project Sponsor to enter into an "In-Kind Agreement" described in Section 423.3(d).

C. The property described in Exhibit A attached hereto (the "Land") and generally known as 660-90 Indiana Street (Lot 009 in Assessor's Block 4041) is owned by Project Sponsor. 650 Indiana Investment LLC, the Project Sponsor, submitted an application for the development of a mixed residential and commercial development on the Land, and the Planning Commission approved the Project on May 1, 2014 (Motion No. 19136).

D. The Central Waterfront Area Plan contains objectives and policies for the Central Waterfront Area, bounded by Interstate 280 to the west, Mariposa Street to the north, the San Francisco Bay to the east, and the Islais Creek Channel to the south.

E. The Project Sponsor has requested that the City enter into an In-Kind Agreement associated with development of Dogpatch Arts Plaza in order to reduce its Fee obligation per the terms of the Ordinance, provided the owner of the land upon which such improvements would be constructed timely and irrevocably consents to the construction and maintenance of such improvements. The In-Kind Improvements consist of the conversion of the dead-end portion of 19th Street (west of Indiana Street) into a 13,800 square foot arts-focused public pedestrian plaza, as more particularly described in Exhibit C ("In-Kind Improvements").

F. The In-Kind Improvements meet an identified community need as analyzed in the Central Waterfront Area Plan and are not a physical improvement or provision of space otherwise required by the Project entitlements or other City Code.

G. On February 10, 2014, in Motion 2014-02-02, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed improvements for the 650 Indiana Street In-Kind Agreement in the amount of \$565,100. On June 16, 2014, in Motion 2014-05-02, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution

supporting an additional fee waiver of \$284,900, bringing the total value of the in-kind improvements to \$850,000.

H. On May 15, 2014, the Planning Commission adopted Motion No. 19150 authorizing the Planning Director to execute this In-Kind Agreement for an impact fee waiver of \$850,000.

I. The City is willing to enter into an In-Kind Agreement, on the terms and conditions set forth below.

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

1.1 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 4.9 below.

“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 Section 5.1 below.

“Final Inspection Notice” shall have the meaning set forth in Section 4.7 below.

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

“Impact Fee” or “Fee” shall mean the fee charged to all residential and commercial development projects in the Eastern Neighborhoods Plan Areas under Section 423.3 of the Ordinance.

“In-Kind Improvements” shall have the meaning set forth in Recital E.

“In-Kind Value” shall have the meaning set forth in Section 3.2 below.

“Inspection Notice” shall have the meaning set forth in Section 4.7 below.

“Land” shall have the meaning set forth in Recital C.

“Memorandum of Agreement” shall have the meaning set forth in Article 8 below.

“Operations Plan” shall have the meaning set forth in Section 4.2 below.

“**Ordinance**” shall have the meaning designated in Recital A.

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

“**Payment Documentation**” shall have the meaning set forth in Section 4.8 below.

“**Plans**” shall have the meaning set forth in Section 4.3 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 Sponsor Fee**” shall mean the Project Sponsor’s share of the Fee, as calculated pursuant to Section 3.1 hereof.

“**Remainder Amount**” shall have the meaning set forth in Section 3.3 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 real property 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), 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 The Project Sponsor Fee shall be calculated in accordance with Section 423.3(c) of the Ordinance. Based on the project entitled by the Planning Commission, the Fee is estimated at \$1,038,446.40 (for the fee calculations, see Exhibit B). The final Fee shall be calculated based on the project entitled by its First Construction Document.

3.2 Based on two estimates provided by independent sources, the Director of Planning determines that the In-Kind Improvements have a value of approximately \$850,000 (the "In-Kind Value"); provided, however, 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 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 C (the "Cost Documentation").

3.3 The Project Sponsor shall pay to the Development Fee Collection Unit at DBI \$188,446.40 (the "Remainder Amount"), which is an amount equal to the Project Sponsor Fee (see Exhibit B) minus the In-Kind Value (see Exhibit C), prior to issuance of the Project's First Construction Document, pursuant to Section 423.3 of the Planning Code and Section 107A.13.3 of the San Francisco Building Code. On the Date of Satisfaction, the Project Sponsor shall receive a credit against the Project Sponsor Fee in the amount of the In-Kind Value, subject to Section 5.2 below.

**ARTICLE 4
IN-KIND IMPROVEMENTS**

4.1 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 Sponsor Fee under this Agreement if this Agreement is still in effect and each of the following conditions are met:

4.2 **Operations Plan.** The non-profit organization designated the "Plaza Steward" for Dogpatch Arts Plaza pursuant to Administrative Code Chapter 94 shall prepare an Operations Plan to provide maintenance services for the life of Dogpatch Arts Plaza, including, but not limited to, gardening, and maintenance for Dogpatch Arts Plaza ("Operations Plan") prior to issuance of the first temporary certificate of occupancy for the Project. The Operations Plan shall ensure that Dogpatch Arts Plaza functions as a public open space including equal access for all members of the public with operating hours similar to similar publicly owned and operated open spaces, other rules of operation similar to other publicly owned and operated public open spaces, including allowable activities.

4.3 **Plans and Permits.** The Project Sponsor shall cause its landscape architect to prepare detailed plans and specifications for the In-Kind Improvements, which plans and specifications shall be submitted for review and approval by DPW and DBI in the ordinary course of the process of obtaining a building permit for the Project (upon such approval, the "Plans"). Such review and approval of the plans and specifications of the In-Kind Improvements

by DPW and DBI shall not be unreasonably withheld, delayed or conditioned. 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 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 and specifications for the In-Kind Improvements and documentation of any material changes or deviations therefrom that may occur during construction of the In-Kind Improvements.

4.4 Construction. All construction with respect to the In-Kind Improvements shall be accomplished prior to the First Certificate of Occupancy for the Project, including a 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.

4.5 If the Final Inspection Notice has not been completed prior to issuance of the First Certificate of Occupancy, 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 Final Inspection Notice, at which date it shall be returned to the Project Sponsor.

4.6 Inspections. The Project Sponsor shall request the customary inspections of work by DBI during construction using applicable City procedures in accordance with the City's Building Code and other applicable law. Upon final completion of the work and the Project Sponsor's receipt of all final permit sign-offs, the Project Sponsor shall notify DPW that the In-Kind Improvements have been completed. DPW shall inspect the site to confirm compliance with DPW standards for streets, gutters and sidewalks. This condition will not be satisfied until the City Engineer certifies the improvements are complete and ready for their intended use. If the Final Inspection Notice has not been completed prior to issuance of the First Certificate of Occupancy, 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 (the "Security") to be held by the City until issuance of the Final Inspection Notice, at which date it shall be returned to the Project Sponsor.

4.7 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 site to confirm compliance with this Agreement, and shall promptly thereafter notify the Project Sponsor that the In-Kind Improvements have been completed in accordance with the requirements of this Agreement, or, if there are any problems or deficiencies, shall notify the Project Sponsor of any such problems or deficiencies (the "Inspection Notice"). The Project Sponsor shall correct any such problems or deficiencies set forth in the Inspection Notice 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. This condition will not be satisfied until the Director of Planning delivers an Inspection Notice that certifies that the In-Kind Improvements are ready for use by the public, as determined by the Director of Planning based on current City standards, and constitute the full satisfaction of the obligation to provide In-Kind Improvements in the form required hereunder (the "Final Inspection Notice"). The City may, in its sole discretion, waive the requirements of this Section 4.7.

4.8 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 be substantially similar to the average capital costs for the City to provide the same square feet of public open space, based on current value of recently completed projects.

4.9 Satisfaction of Obligations. The Project Sponsor shall not receive final credit for the In-Kind Improvements until the Final Inspection Notice is delivered, the Memorandum of Agreement is recorded and the City receives any additional payments as may be required under Article 5 below, and all other obligations of the Project Sponsor under this Agreement have been satisfied (the "Date of Satisfaction"). 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. Notwithstanding the foregoing, on and after the Effective Date defined in Section 5.1 below, 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 Sponsor Fee amount in anticipation of the In Kind Improvements ultimately being accepted and credited against the Project Sponsor Fee under the terms and conditions set forth in this Agreement.

ARTICLE 5 PAYMENT AND SECURITY

5.1 This Agreement shall not be effective until this Agreement is 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. The date upon which the foregoing requirements have been satisfied shall be the "Effective Date".

5.2 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 document that the cost of providing the In-Kind Improvements shall be substantially similar to the average capital costs for the City to provide the same type of public open space, with comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion. 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 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. If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the 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.

5.3 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.

5.4 Notwithstanding anything in this Agreement to the contrary:

5.4.1 The City shall not issue or renew any further certificates of occupancy to the Project Sponsor until the City receives payment of the full Project Sponsor Fee (in some combination of the payment of the Initial Amount, the acceptance of In-Kind Improvements having the value described under this Agreement and other cash payments received by the City directly from Project Sponsor) before issuance of the First Certificate of Occupancy for the Project.

5.4.2 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 Sponsor Fee (with interest, if applicable), if such payment has not been made at the time the City issues such certificate of final completion.

5.4.3 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 after demand by the City the Project Sponsor fails to pay such amount, such amount shall accrue interest from the date of such demand at the rate of one-half percent per month, or fraction thereof, compounded monthly, until the date of payment. If such nonpayment continues for a period of six (6) months, the City's Treasurer shall initiate proceedings in accordance with Article XX of Chapter 10 of the San Francisco Administrative Code to make the entire unpaid balance of the Project Sponsor Fee, including interest, a lien against all parcels used for the housing in the Project and shall send all notices required by that Article.

5.5 The Project Sponsor understands and agrees and any payments to be credited against the Project Sponsor 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, including attorney's fees, 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.

ARTICLE 6 MAINTENANCE AND LIABILITY

6.1 Project Sponsor, or its successor or assignee, shall assume full maintenance and liability responsibility in perpetuity for the In-Kind Improvements contemplated in this Agreement and acknowledges that the City shall bear no maintenance responsibility or liability for the construction, maintenance, or public use of such In-Kind Improvements. Project Sponsor shall obtain all permits and approvals from other affected departments that are necessary to implement this proposal, including a major street encroachment permit from DPW if applicable, 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 maintenance and liability responsibility in accordance with this Article is a condition of the Planning Commission's approval of the terms of this Agreement. The City and the Planning Commission acknowledge that the Project Sponsor's obligation to maintain and accept liability for the In-Kind Improvements may be assigned to a future Project tenant, tenants and/or owners, assessment districts, or other entities with the financial capacity to fulfill these obligations. Any such assignment is subject to the review and consent of the City departments with primary jurisdiction over the Improvements in consultation with the Planning Director. Such City review shall be timely and consent to the assignment not unreasonably withheld; provided, however, that the City may condition such assignment in a manner that it deems reasonable. Pursuant to Administrative Code Chapter 94, in the event a non-profit Plaza Steward is selected for Dogpatch Arts Plaza and become the licensee from DPW for use of the 19th Street right-of-way containing Dogpatch Arts Plaza, then all of the obligations and liabilities set forth in this Article 6 shall become the obligation and liabilities of the Plaza Steward and the Project Sponsor shall have no further obligations and liabilities pursuant to this Article 6.

ARTICLE 7 NOTICES

7.1 Any notice 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:

Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Kate Herrmann Stacy

PROJECT SPONSOR:

Attn: Lou Vasquez
650 Indiana Investment LLC
315 Linden Street
San Francisco, CA 94102

with a copy to:

Farella Braun + Martel LLP
235 Montgomery Street
San Francisco, CA 94104
Attn: Steven L. Vettel, 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**

8.1 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 agree to record a Memorandum of Agreement in the form attached hereto as Exhibit D (the "Memorandum of Agreement"). On the Date of Satisfaction or if this Agreement is terminated pursuant to Section 9.4, 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 acquisition of In-Kind Improvements as authorized under the Ordinance and is not intended to be a public works contract; provided, however, the Project Sponsor agrees to pay prevailing wages 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 the Ordinance 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 Dogpatch Arts Plaza, 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, (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 in or about Dogpatch Arts Plaza. 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 highest prevailing rate of wages 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 provide, and shall deliver to the City upon request, certified payroll reports with respect to all persons performing labor in the construction of the In-Kind Improvements. The Project Sponsor shall not be obligated to pay prevailing rates 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.

Exhibit A

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

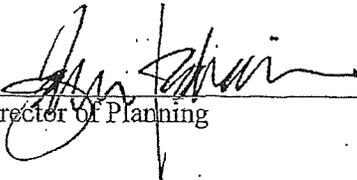
Assessor's Block and Lot #: Block #4041, Lot #009.

The proposed residential development is located at block 4041, lot 009. The proposed address of the development is 660-90 Indiana Street.

The proposed improvement, Dogpatch Arts Plaza, is proposed to be located on dead-end portion of 19th Street, west of Indiana Street, on 8,000 SF of public right-of-way. UP Urban is also working with Cal Trans to provide an additional 5,800 SF of landscape improvements and potential art exhibition space on the 1-280 embankment located directly west of the Plaza.

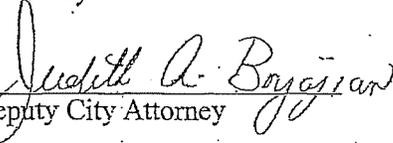
NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

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

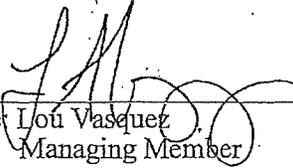
By: 
Director of Planning

APPROVED:

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

650 INDIANA INVESTMENT, LLC, a California limited liability company

By: 
Name: Lou Vasquez
Title: Managing Member

APPROVED AS TO FORM:

FARELLA BRAUN & MARTEL, LLP

By: 
Steven L. Vettel

Exhibit B

Calculation of Impact Fees

DEVELOPMENT IMPACT FEE SUMMARY

Eastern Neighborhoods Infrastructure Impact Fee		
Replacement or Change of Use	\$61,482.00	
New Construction	\$976,964.40	
Total		\$1,038,446.40

Exhibit C

In-Kind Improvements Plans

The proposed Dogpatch Arts Plaza would convert the dead-end portion of 19th Street (west of Indiana Street) into a 13,800 square foot arts-focused public pedestrian plaza. Inspired by the popular Decompression Festival held on Indiana Street each year, the plaza would combine Burning Man's artistic spirit with the Dogpatch's industrial heritage to create an "outdoor gallery" for large-scale and industrial art.

The design of the plaza has been guided by the idea that this space should serve as the neighborhood's public living room. A bulb-out would invite pedestrian access from nearby Esprit Park and provide a buffer from Indiana Street traffic. Outside café seating and tables would fill the northern edge of the plaza, and benches would be sprinkled along its perimeter. Unique amphitheater-style seating on the west side of the plaza would create an iconic space for public events and performances and provide striking views down 19th Street. The southeast corner of the plaza would be home to a series of rotating public art pieces:

The adjacent proposed residential project at 650 Indiana includes a retail space that has been reserved for a future "art café," carefully designed to invite interaction between the new plaza and the development, bridging public and private space. UP Urban, an independent non-profit managing the development of the plaza, is working with CalTrans to provide 5,800 SF of landscape improvements and a location for additional rotating art installations on the I-280 embankment located directly to the west of the plaza.

The estimated development cost of DAP is \$1,496,919. Plant Construction Company and Nibbi Brothers General Contractors each provided professional estimates for the construction costs, based on the schematic design from CMG Landscape Architecture. UP Urban developed the full cost, adding in design, permitting, project management, contingency, and Year-1 operations costs as shown below. Note that the Year-1 Plaza Operations expenses *are not* included in the In-Kind Agreement request.

Construction costs (plaza)	\$940,932
Construction costs (CalTrans embankment)	\$247,100*
Design fees (10%) (<i>Landscape architecture, civil engineering, etc.</i>)	\$118,803
City Fees (1%) (<i>DPW Street Use and Major Encroachment Permits, etc.</i>)	\$11,880
Contingency (10%)	\$118,803
Project management (5%)	\$59,401
Total Development Cost	\$1,496,919
Year-1 Plaza Operations Estimated Expense	\$91,270**
Total Costs	\$1,588,189

* *in-kind fee waiver is applied towards the plaza, not the Caltrans embankment*

***not part of In-Kind Agreement request*

650 Indiana Investment LLC will contribute to the plaza the estimated \$270,000 that it would have otherwise used to design and construct the required Better Streets improvements along 19th Street, leaving a funding gap of \$1,221,919. UP and 650 Indiana Investment LLC came before the ENCAC in February 2014 to request that between 50%-99% of the residential project's EN infrastructure impact fees be converted into an in-kind donation towards the development of this plaza. At the conclusion of this meeting, the ENCAC voted to convert \$565,100 of the Project Sponsor's impact fees into an in-kind agreement, pending UP Urban's success in filling the remaining funding gap through a mix of foundation grants and crowd-sourced donations.

Further, in June 2014, the ENCAC passed a resolution supporting an additional fee waiver of \$284,900, bringing the total value of the in-kind improvements to \$850,000.

Exhibit D

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

(Free Recording Requested Pursuant to
Government Code Section 27383)

Memorandum of In-Kind Agreement

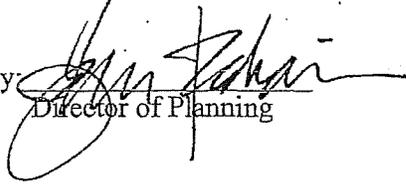
This Memorandum of In-Kind Agreement (this "Memorandum"), is dated as of August 1, 2014, and is by and between the City and County of San Francisco, a municipal corporation, acting and through the Planning Commission (the "City"), and 650 Indiana Investment LLC (the "Project Sponsor").

1. The property described in Exhibit A attached hereto (the "Land") and generally known as 660-90 Indiana Street, San Francisco, California 94107 is owned by Project Sponsor.
2. Under San Francisco Planning Code Section 423.3 ("Section 423.3"), the Project Sponsor must pay to the City an 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 (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.

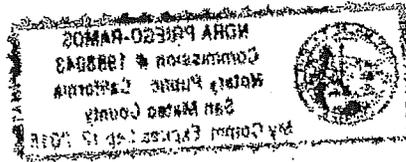
IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

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

By: 
Director of Planning

650 INDIANA INVESTMENT LLC, a
California limited liability company

By: 
Lou Vasquez, Managing Member



CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of San Francisco

On July 22, 2014 before me,
Nora Priego-Ramos, Notary Public
(here insert name and title of the officer)
personally appeared

John Pataima

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

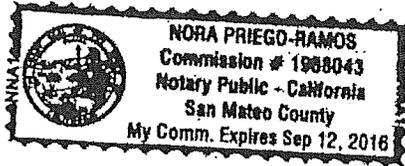
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of San Francisco

On 7/8/14 before me, L. Stoxen, Notary Public

(here insert name and title of the officer).

personally appeared Lou Vasquez

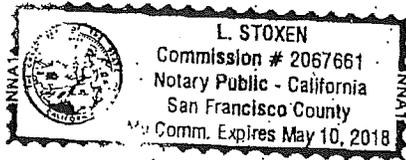
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

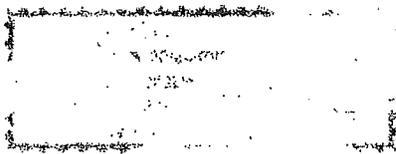
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Stoxen
Signature of Notary Public

(Notary Seal)





CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____

On _____ before me,

(here insert name and title of the officer)
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 of Notary Public

(Notary Seal)

2987514453646.1



City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
1155 Market Street, 3rd Floor - San Francisco, CA 94103
sfpublicworks.org - tel 415-554-5810 - fax 415-554-6161



14ME-0023

Major Encroachment Permit

Address : 660 - 680 INDIANA ST

Cost: \$4,253.00

Block:4041 Lot: 009 Zip: 94107

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.

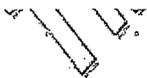
Permit USA Number	Required
Purpose	Occupy and maintain a portion of the 19th Street public right-of-way between Indiana Street and Interstate Highway 280 with an arts-focused public pedestrian plaza.
recorded encroachment	8000
Conditions	The new "Dogpatch Arts Plaza" occupying all of the 19th Street right-of-way west of Indiana Street shall be constructed and maintained per the approved plans and the Encroachment Maintenance Agreement and as directed by the City Inspector.
Annual Assessment	0
Square Feet	8000
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

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 9:36:58 AM Plan Checker Brent Cohen



This is NOT a Permit

Permit Addresses

14ME-0023

*RW = RockWheel, SMC = Surface Mounted Cabinets, SAW = 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: 4 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	19TH ST	INDIANA ST	END	North	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
4		INDIANA ST	END	South	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	
2	INDIANA ST	19TH ST	Intersection	All	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
1		MARIPOSA ST	19TH ST	Even	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	

Not a Permit

Exceptions

14ME-0023

Street Name	From St	To St	Message	Job	Contact	Dates
19TH ST						
INDIANA ST		END -	MFF Allowed			
INDIANA ST		END -	Banners are allowed on this street			
INDIANA ST		Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.			
INDIANA ST		Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.			
INDIANA ST						
MARIPOSA ST		19TH ST -	MFF Allowed			
19TH ST		Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.			
19TH ST		Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.			
MARIPOSA ST		19TH ST -	Banners are allowed on this street			
MARIPOSA ST		19TH ST -	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.			
MARIPOSA ST		19TH ST -	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.			
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	14CN-0087	Refer to Agent - Refer to Agent	
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	14IE-0978	Refer to Agent - Refer to Agent	
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	14MSE-0281	415-333-8080 - 415-333-8080	
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	14V-0067	Refer to Agent - Refer to Agent	
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	15MSE-0030	415-333-8080 - 415-333-8080	
MARIPOSA ST		19TH ST -	Conflict with existing Street Use Permit.	15MSE-0618	Refer to Agent - Refer to Agent	

Street Name	From St	To St	Message	Job	Contact	Dates
	MARIPOSA ST	19TH ST -	Conflict with existing Street Use Permit.	17MSE-0432	Ryan Nagle: 510-780-9181 - Ryan Nagle: 510-780-9181	
	MARIPOSA ST	19TH ST -	Conflict with existing Street Use Permit.	17TC-0437	415-824-4224 - 415-824-4224	May 10 2018-Mar 15 2019
	MARIPOSA ST	19TH ST -	Conflict with existing Street Use Permit.	18E-0967	510-414-2929 - 510-414-2929	Jan 7 2019-Jan 18 2019
	MARIPOSA ST	19TH ST -	Conflict with existing Street Use Permit.	19E-00034	510-414-2929 - 510-414-2929	Jan 16 2019-Jan 31 2019

Permit

No Diagram submitted

<



Edwin M. Lee, Mayor
Mohammed Nuru, Director

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



Jerry Sanguinetti, Bureau Manager

DPW Order No: 184185

PUBLIC HEARING TO CONSIDER AN APPLICATION FROM BUILD, INC (14ME-0023) TO OCCUPY AND MAINTAIN A PORTION OF THE PUBLIC RIGHT-OF-WAY WITH A PUBLIC ART PLAZA ON 19TH STREET BETWEEN INDIANA TO HIGHWAY 280.

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, November 4, 2015.

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, 3rd Floor, San Francisco, CA 94103, Attention: Brent Cohen. 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, 3rd Floor, or by contacting Bureau of Street-Use & Mapping by phone at (415) 554-5810 or via e-mail at BSMpermitdivision@sfdpw.org.





Edwin M. Lee, Mayor
Mohammed Nuru, Director

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



Jerry Sanguinetti, Bureau Manager

DPW Order No: 184286

APPROVAL OF MAJOR ENCROACHMENT PERMIT NO. 14ME-0023 FOR BUILD, INC TO OCCUPY AND MAINTAIN A PORTION OF THE PUBLIC RIGHT-OF-WAY WITH A PUBLIC PLAZA FRONTING 660-680 INDIANA STREET ON 19TH STREET BETWEEN INDIANA STREET AND HIGHWAY 280

APPLICANT: Build Group, Inc.
Attn: Katie O'Brian
315 Linden Street
San Francisco, CA 94102

PROPERTY IDENTIFICATION: 660-680 Indiana Street
(19th Street frontage)
San Francisco, CA 94107

DESCRIPTION OF REQUEST: Major Encroachment Permit 14ME-0023

BACKGROUND:

1. On December 3, 2014, the applicant filed a request with Public Works to consider approval of a Major Encroachment Permit to construct and maintain a new public plaza on 19th Street, west of Indiana Street in the Dogpatch neighborhood.
2. The Planning Commission Motion No. 19150, dated May 15, 2014, determined that the subject encroachment is in conformity with the General Plan.
3. The Transportation Advisory Staff Committee (TASC) had no objections from the meeting on August 27, 2015.
4. Upon reviewing and receiving positive recommendation from other City Departments, San Francisco Public Works scheduled a public hearing on November 4, 2015 to consider the proposed encroachment.
5. On October 22, 2015 a copy of the Notice of Public Hearing was mailed to all property owners within a 300-foot radius of the subject property.
6. No objections or queries were received by the Department.
7. On November 4, 2015, Hearing Officer Rinaldi Wibowo conducted a hearing to consider the proposed encroachment.
8. No public testimony was presented at the public hearing in favor of or in opposition to the proposed encroachment.



9. 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 will make his recommendation to the Department following the hearing.

RECOMMENDATION: CONDITIONAL APPROVAL of the request for the Major Encroachment Permit with transmittal to the Board of Supervisors for approval based on the following conditions and findings:

CONDITION OF APPROVAL: The Applicant shall fulfill all permit requirements of the Major Encroachment Permit.

FINDING 1. The Planning Department determined that the subject encroachment is in conformity with the General Plan

FINDING 2. All required City Agencies provided review and no further comment to the overall encroachment

12/10/2015

X 

Sanquinetti, Jerry
Bureau Manager
Signed by: Sanquinetti, Jerry

12/11/2015

X 

Sweiss, Fuad
Deputy Director and City Engineer

12/11/2015

X Mohammed Nuru

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



City and County of San Francisco

San Francisco Public Works



London N. Breed, Mayor
Mohammed Nuru, Director

GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 www.SFPublicWorks.org



Public Works Order No: 200455

RECOMMENDATION OF APPROVAL TO THE SAN FRANCISCO BOARD OF SUPERVISORS FOR FINAL APPROVAL OF MAJOR ENCROACHMENT PERMIT NO. 14ME-0023 FOR BUILD, INC TO OCCUPY AND MAINTAIN A PORTION OF THE PUBLIC RIGHT-OF-WAY WITH A PUBLIC PLAZA FRONTING 660-680 INDIANA STREET ON 19TH STREET BETWEEN INDIANA STREET AND HIGHWAY 280 (DOGPATCH ARTS PLAZA).

APPLICANT: Build Group, Inc.
Attn: Katie O'Brian
315 Linden Street
San Francisco, CA 94102

PROPERTY IDENTIFICATION: 660-680 Indiana Street
(19th Street frontage)
San Francisco, CA 94107

DESCRIPTION OF REQUEST: Major Encroachment Permit 14ME-0023

BACKGROUND:

1. On December 3, 2014, the applicant filed a request with Public Works to consider approval of a Major Encroachment Permit to construct and maintain a new public plaza on 19th Street, west of Indiana Street in the Dogpatch neighborhood.
2. The Planning Commission Motion No. 19150, dated May 15, 2014, determined that the subject encroachment is in conformity with the General Plan.
3. The Transportation Advisory Staff Committee (TASC) had no objections from the meeting on August 27, 2015.
4. Upon reviewing and receiving positive recommendation from other City Departments, San Francisco Public Works scheduled a public hearing on November 4, 2015 to consider the proposed encroachment.
5. On October 22, 2015 a copy of the Notice of Public Hearing was mailed to all property owners within a 300-foot radius of the subject property.
6. No objections or queries were received by the Department.
7. On November 4, 2015, Hearing Officer Rinaldi Wibowo conducted a hearing to consider the proposed encroachment.
8. No public testimony was presented at the public hearing in favor of or in opposition to the proposed encroachment.



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

9. 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 Department following the hearing.
10. Public Works Order No. 184,286, dated December 11, 2015, approved the Major Encroachment Permit to be transmitted to the Board of Supervisors for approval.
11. Public Works issued a conditional Notice to Proceed on September 27, 2016 for the construction of Dogpatch Arts Plaza.
12. By late fall 2017, the permittee completed the plaza construction and Public Works found the work in general conformance with the plans dated June 23, 2016 on file with Public Works.

RECOMMENDATION: CONDITIONALLY RECOMMEND TO THE BOARD OF THE SUPERVISORS TO APPROVE the subject Major Encroachment Permit and associated Encroachment Agreement with consideration of the following condition and findings, and waive the public right-of-way occupancy assessment fee pursuant to Public Works Code Section 786.7(f)(4).

The Applicant shall submit and fulfill all Major Encroachment Permit requirements to the Department, including but not limited to the following condition:

CONDITION 1: The Applicant shall sign encroachment agreements accepting responsibility for the construction, maintenance, and liability of the constructed and conditionally approved encroachment.

FINDING 1. The Planning Department determined that the subject encroachment is in conformity with the General Plan.

FINDING 2. All required City Agencies provided review and 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...

Dep Dir IV

X DocuSigned by:
Mohammed Nuru
B1145AB17F474FA...

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 650 Indiana Street, 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”): 14ME-0023 under Public Works Code Section 786(b).

Public Works allowed construction prior to Board of Supervisors approval of the Encroachment Permit: 14ME-0023 with a conditional notice to proceed, dated September 27, 2016.

2.2 Description/Location of Fronting Property (See Attachment 1): 660-680 Indiana Street, Assessor’s Block and Lot #: Block #4041, Lot #009.

2.3 Description/Location of Permit Area (See Attachment 2): Approximately 8,000 square feet on the western terminus of the 19th Street right of way east of Interstate Highway 280.

2.4 General Description of Proposed Improvements (See Attachment 2): Dogpatch Arts Plaza’s site improvements consists of bleacher seats, landscaping improvements, movable planters, drainage system, art pieces/sculptures, and lighting.

*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. 14IE-0978) for Dogpatch Arts Plaza.

2.6 Developer/Builder/Owner of the Fronting Property: 650 Indiana Street, LLC, a Delaware limited liability company is the Fronting Property owner of the property described in Schedule 1.

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: Davidson, Rob
Title/Relationship to Owner: Owner
Phone Numbers: 415.250.7247
Email Addresses: RDavidson@mfamerica.com
Mailing Address: MFA Inc. 100 First Street, Suite 2350, San Francisco, CA 94105
Office Address: MFA Inc. 100 First Street, Suite 2350, San Francisco, CA 94105

Contact Person Number 2

Last Name, First Name: Vasquez, Lou
Title/Relationship to Owner: Member of ownership entity / BUILD Principal
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

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 ~~three (3)~~ *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 a regular ~~quarterly~~ *semiannual* 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, ~~but not limited to:~~ 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 any work performed by the Department as a result of the Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement 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 to 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:

650 INDIANA STREET, LLC, a Delaware limited liability company

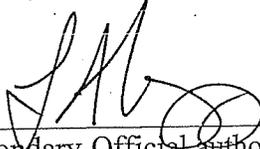
CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS, a municipal corporation.

Fronting Property Owner or Official authorized to bind Permittee

City Engineer of San Francisco

(Rob Davidson, 650 Indiana Street, LLC Owner)

Director of Public Works

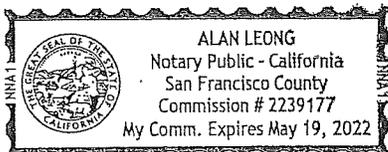
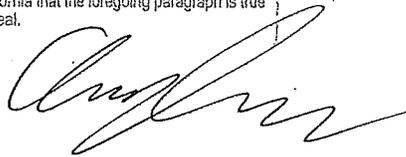


Secondary Official authorized to bind Permittee

(Lou Vasquez, BUILD Principal)

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 1/19/19 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
14th day of January, 2019.

PERMITTEE:

650 INDIANA STREET, LLC, a Delaware
limited liability company



Fronting Property Owner or Official
authorized to bind Permittee

(Rob Davidson, 650 Indiana Street, LLC
Owner)

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

City Engineer of San Francisco

Director of Public Works

Secondary Official authorized to bind
Permittee

(Lou Vasquez, BUILD Principal)

ACKNOWLEDGMENT

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

State of California
County of San Francisco

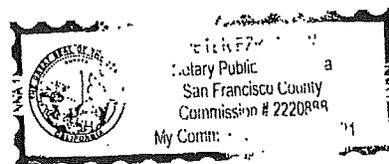
On January 14, 2019 before me, Peter Ezra Mann, Notary Public
(insert name and title of the officer)

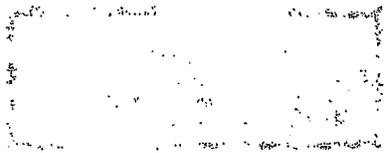
personally appeared Robert Resor Davidson Jr
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature Peter Mann (Seal)



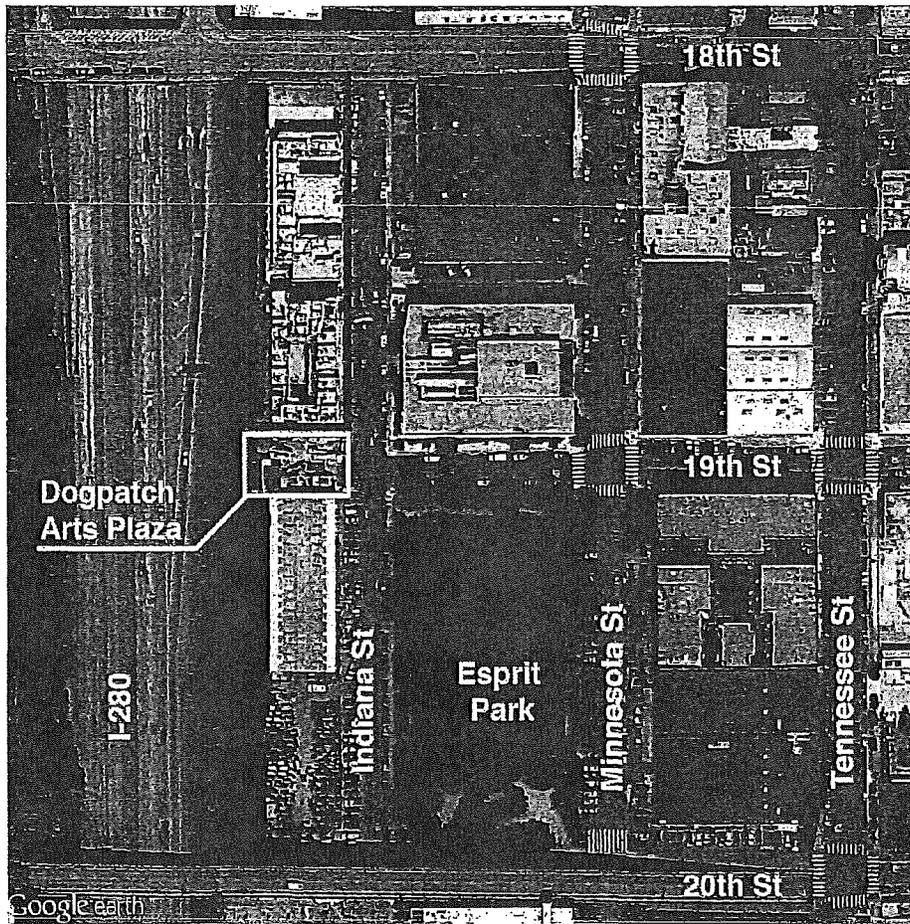


ATTACHMENT 1
DESCRIPTION/LOCATION OF PERMITTEE'S PROPERTY

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

Assessor's Block and Lot #: Block #4041, Lot #009.

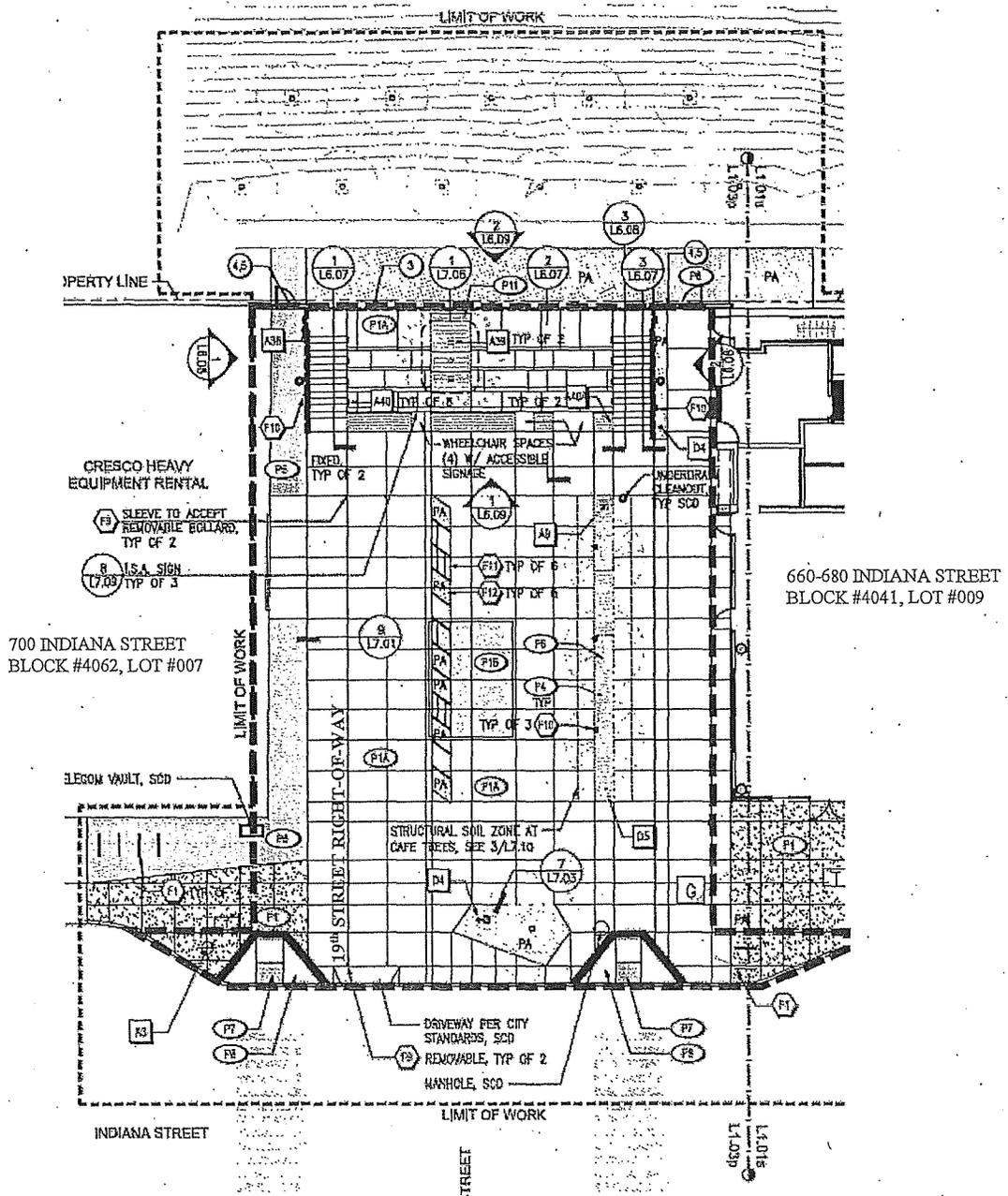
The residential development is located at block 4041, lot 009. The address of the development is 660-680 Indiana Street.



ATTACHMENT 2

DESCRIPTION/LOCATION OF PERMIT AREA AND THE IMPROVEMENTS

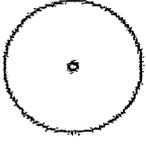
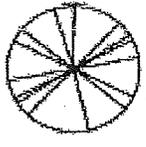
The Right-Of-Way Improvements, or Dogpatch Arts Plaza (Permit Area), is located on dead-end portion of 19th Street, west of Indiana Street, on 8,000 SF of Public Right-Of-Way. The Improvements consist of an 8,000 sq. ft. arts-focused public plaza on full width of 19th Street, consisting of bleacher seats, landscaping improvements, movable planters, drainage system, temporary/removable art pieces/sculptures, and lighting, as more particularly described in Concept Plans attached to the Planning Commission staff report for the hearing on May 15, 2014 (Case No. 2014.0092U) (the "Dogpatch Arts Plaza Improvements").



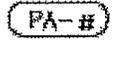
MATERIALS AND MAINTENANCE SCHEDULE

SYMBOL	DESCRIPTION	RESPONSIBLE PARTIES	MAINTENANCE RESPONSIBILITIES	QUANTITY
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TREES (TR-#)

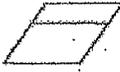
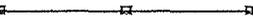
	COAST LIVE OAK	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO REMOVE FOREIGN MATTER FROM TREE CONTAINERS SURROUNDING TREES BEFORE 8:00 AM DAILY. TREE MAINTENANCE, AS NEEDED, WEEKLY. TRIM TREES ANNUALLY UNLESS NEEDED ON A MORE REGULAR BASIS OR AS REQUIRED ON A CASE-BY-CASE BASIS.	2
	MONTEREY CYPRESS	PERMITTEE	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.	11
	RAYWOOD ASH	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.	3

LANDSCAPING (PR-#)

	PLANTING AREA (including mast lighting)	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.	4
	STORM DRAINAGE SYSTEM: (including area drains & clean outs)	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

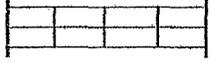
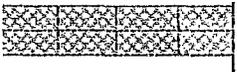
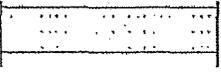
	BIKE RACK: SFMTA STANDARD	CITY	OWNER PROVIDED GENERAL LABOR TO INSECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	4
	STREET LIGHT	CITY	OWNER PROVIDED GENERAL LABOR TO INSECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY.	1
	MAST LIGHT	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSECT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1

	MOBILE BENCH	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	6
	MOBILE PLANTER	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	6
	REMOVABLE BOLLARDS (Identified within Landscape Materials Plan 11.03p)	PERMITTEE	OWNER PROVIDED MANAGEMENT GROUP TO SET-UP & STORE MATERIALS WHEN APPLICABLE. GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	4
	BLEACHERS (including tree, recessed/up lighting, signage, railing, concrete base, wood decking, stairs, etc)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	
	WELDED WIRE STEEL FENCE	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	
	WATERPROOF ELECTRICAL OUTLET (including conduit and cable)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	3

ARTWORK

	REMOVABLE ARTWORK: (Located within structural concrete paving area in center of plaza)	PERMITTEE	OWNER PROVIDED GENERAL LABOR TO INSEPT FOR GRAFFITI, WIPE CLEAN ALL FIXED PLAZA ELEMENTS & SURFACES DAILY. APPLY ANTI-GRAFFITI COATING TO ALL SURFACES EVERY TWO YEARS.	1
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PAVING

	GIP CONCRETE PAVING AT PLAZA	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.	
	STRUCTURAL CONCRETE PAVING AT PLAZA	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.	
	GRAVEL PAVING	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.	

CONTRACTORS

CIVIL: SHERWOOD
LANDSCAPE: CMG
IRRIGATION: RUSSEL D.
MITCHELL & ASSOCIATES
JOINT TRENCH: CB ENGINEERS

660-680 INDIANA
(DOGPATCH ARTS
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, planters, benches, lamps, railings, drinking fountain, signs and other surfaces.
 2. Remove foreign matter from sidewalks and tree containers surrounding trees before 8:00 am.
 3. Sweep or blow clean all walkways, curbs and gutters within and around Public Right-of-Way.
 4. Inspect for graffiti daily and remove graffiti within the earlier to occur of the following: (1) forty-eight hours of discovery by Owner or (2) upon receiving any written City request for such removal; "Graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement on the Public Right-of-Way, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards or fencing, without the consent of the City or its authorized agent. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; (2) any mural or other painting authorized to be in the Public Right-of-Way, either permanent or temporary; or (3) any sign or banner that is authorized by the City's Director of Public Works.
 - B. Trash
 1. Keep trash areas clean and swept and maintain adequate bins for trash, or as otherwise directed in writing by City's Director of Public Works.

2. Empty trash, causing deposited items to be thrown away as appropriate and re-line bins.
- 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 permanent city 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 in 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.

DOGPATCH ARTS PLAZA (DAP) - ANNUAL BUDGET PROJECTION
As of 11/19/2018

EXPENSES				
EVENTS EXPENSES				
Rotating Sculpture Artist fees (annual lease)	\$ 200	\$ 2,400	Estimate by Place Lab	
Promotional supplies	\$ 50.00	\$ 600		
Event Utilities**	\$ -	\$ -		
TOTAL EVENT EXPENSES	\$ 250	\$ 3,000		
MAINTENANCE EXPENSES				
LANDSCAPE				
Monthly Contract Maintenance	\$ 200	\$ 2,400	2017-2018 Yr 1 Actual expense	
Annual Plant Replacements Allowance/Irrigation	\$ 50	\$ 600		
GENERAL MAINTENANCE				
Labor Allocation for Plaza Cleaning/Portering Services	\$ 1,260	\$ 15,120		
Bi-Annual Power Wash (spot sand blasting)	\$ 21	\$ 250		
Touch Ups (paint, metal & wood refinish)	\$ 333	\$ 4,000		
Plumbing / Electrical Allocation	\$ 50	\$ 600		
Misc Supply / Materials Allocation	\$ 68	\$ 820		
TOTAL MAINTENANCE EXPENSE	\$ 1,983	\$ 23,790		
OPERATIONS EXPENSES				
Plaza Insurance (liability, property)	\$ 300	\$ 3,600	2017-2018 Yr 1 actual expense	
TOTAL OPERATIONS EXPENSE	\$ 300	\$ 3,600		
TOTAL PLAZA EXPENSES	\$ 2,533	\$ 30,390		

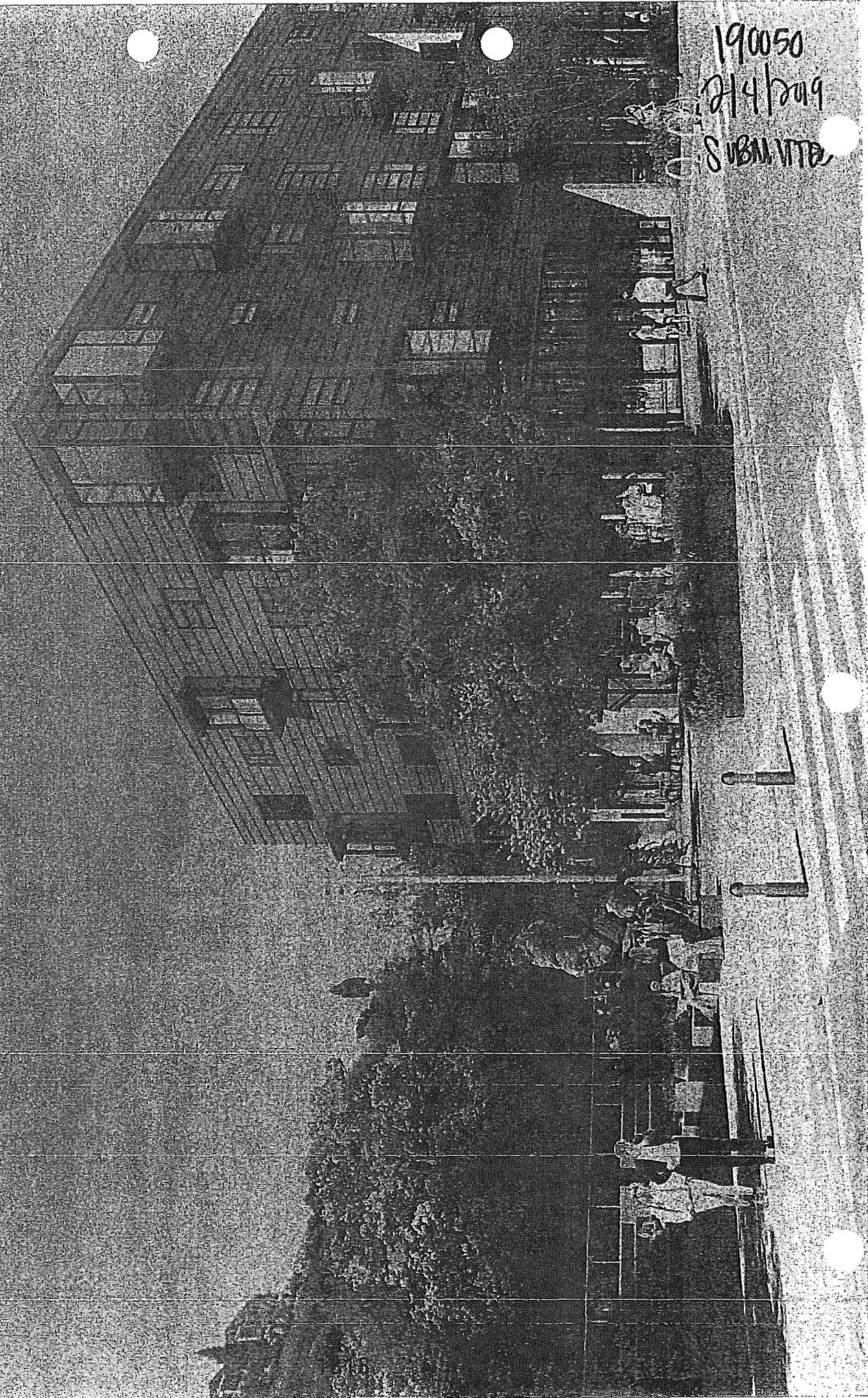
*Additional revenue from events will be used for plaza-specific programming.

**All vendors using the plaza for an event will be charged for any water and electricity that they use.

ATTACHMENT 4
OPERATION AND MAINTENANCE MANUALS
(IF APPLICABLE)

DOGPATCH ARTS PLAZA

FEBRUARY 4, 2019 | LAND USE & TRANSPORTATION COMMITTEE



190050
2/4/2019
SUBMITTED

PARTNERS

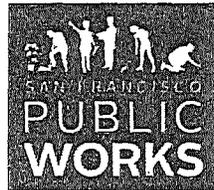
DAP is the product of numerous partnerships and collaborations. From the outset, Build Public has worked closely with multiple City agencies, members of the Dogpatch community, and countless design and engineering consultants. Build Public has also engaged the art community to help curate the plaza and establish a framework for ongoing management.



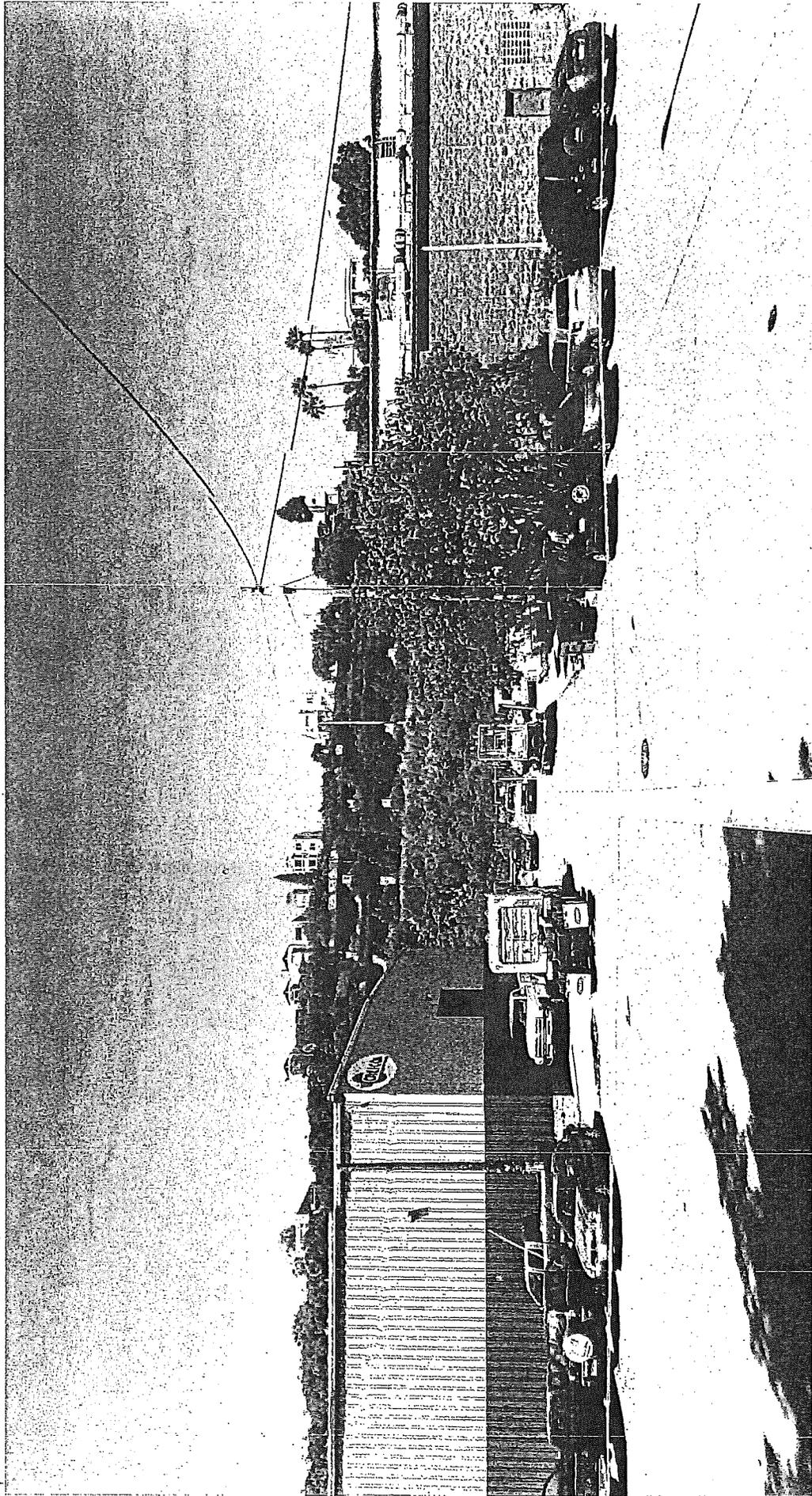
*Friends of
Dogpatch Arts Plaza*



1819



BEFORE



1820

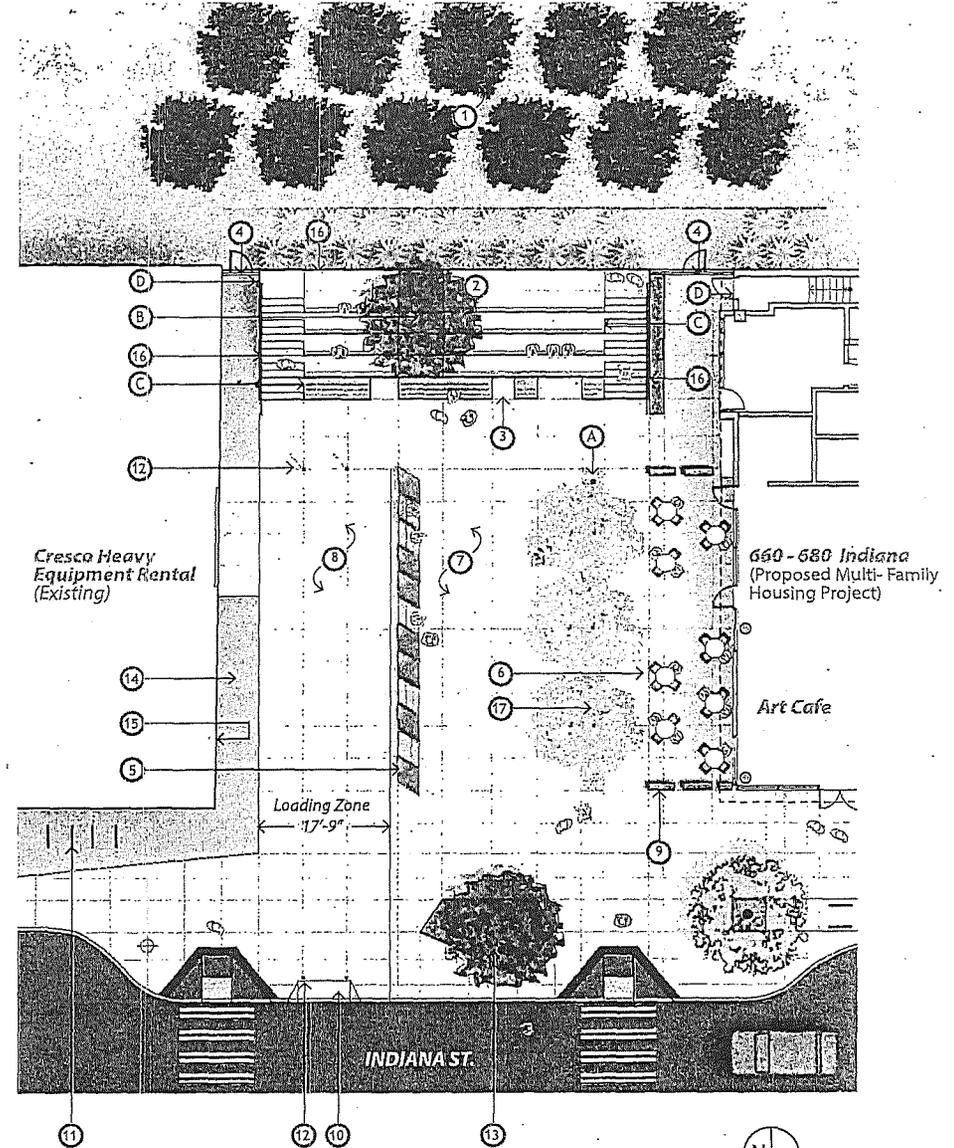
TYPICAL DAY SITE PLAN

SITE LIGHTING

- (A) Mast Light
- (B) Tree Light
- (C) Step Light
- (D) Bleacher Security Light

SITE ELEMENTS

- (1) **Caltrans Embankment**
Landscape improvements- tree planting (within Caltrans R.O.W.)
- (2) **Urban Bleacher**
Concrete bleacher with corten facing, wood seats and single specimen tree
- (3) **ADA Accessible Seating Locations**
4 Spaces total
- (4) **Security Fence and Gate**
- (5) **Custom Moveable Seating & Planters**
- (6) **Designated Area for Cafe Tables and Chairs**
Furnishings not in project scope, to be provided by cafe owner
- (7) **Plaza Floor & Designated Area for Large Scale Art Installations**
High quality cast in place concrete with ground finish
- (8) **Loading Zone**
Painted loading zone
- (9) **Metal Planters at Cafe**
Provided by cafe owner
- (10) **Curb Cut - Vehicle Access (10'-0" Wide)**
Limited access for Cresco Equipment Rental and plaza programs.
- (11) **Bike Racks**
SF city standard bike racks
- (12) **Removable Bollards**
Plaza bollards deployed during business hours to limit pedestrian access. Removed nights/weekends and during events.
- (13) **Tree Planting**
Specimen tree and planting area
- (14) **Gravel Apron**
- (15) **Gallery Wall at Cresco Building**
- (16) **Guardrail and Handrail**
Wire mesh infill and wood toprail
- (17) **Permeable Paving/Tree Drainage Zone**



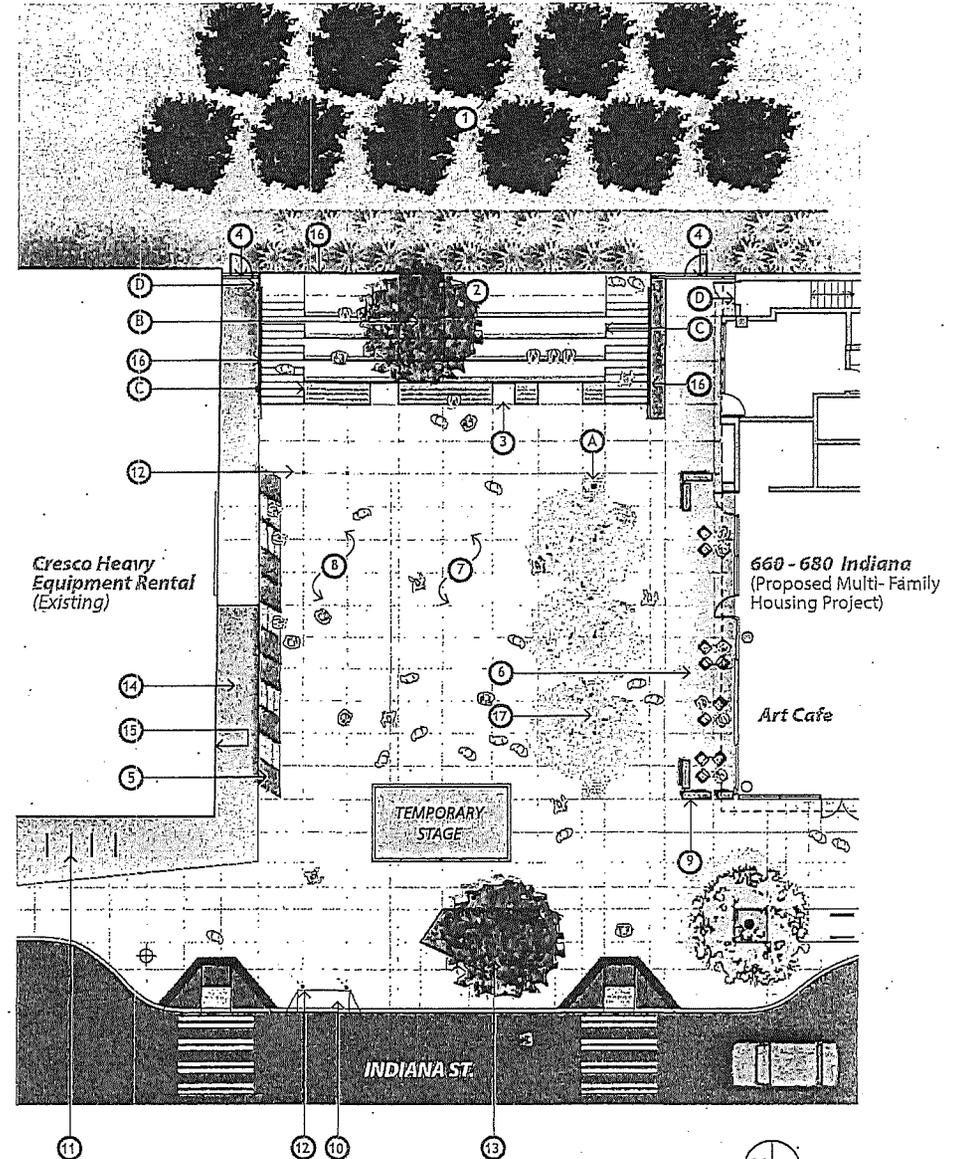
EVENT DAY/WEEKEND SITE PLAN

SITE LIGHTING

- (A) Mast Light
- (B) Tree Light
- (C) Step Light
- (D) Bleacher Security Light

SITE ELEMENTS

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STEWARDSHIP

Dogpatch & NW Potrero Hill Green Benefit District

- Formed in 2015
- Property assessment district similar to CBDs or BIDs, but geared towards residential districts
- First of it's kind in California
- Governed by nonprofit board
- Annual assessment revenue: \$590K

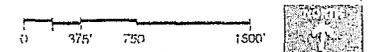
Funding categories:

- Maintenance (31%)
 - Capital Improvements (32%)
 - Accountability, Transparency, & Citizen Services (23%)
 - Operations & Contingency (14%)
- Rates:
 - Res: \$0.0951/sf bldg area
 - Industrial: \$0.0475
 - Greenspace: \$0.0238
 - Vacant/Parking Lots: \$0.0951

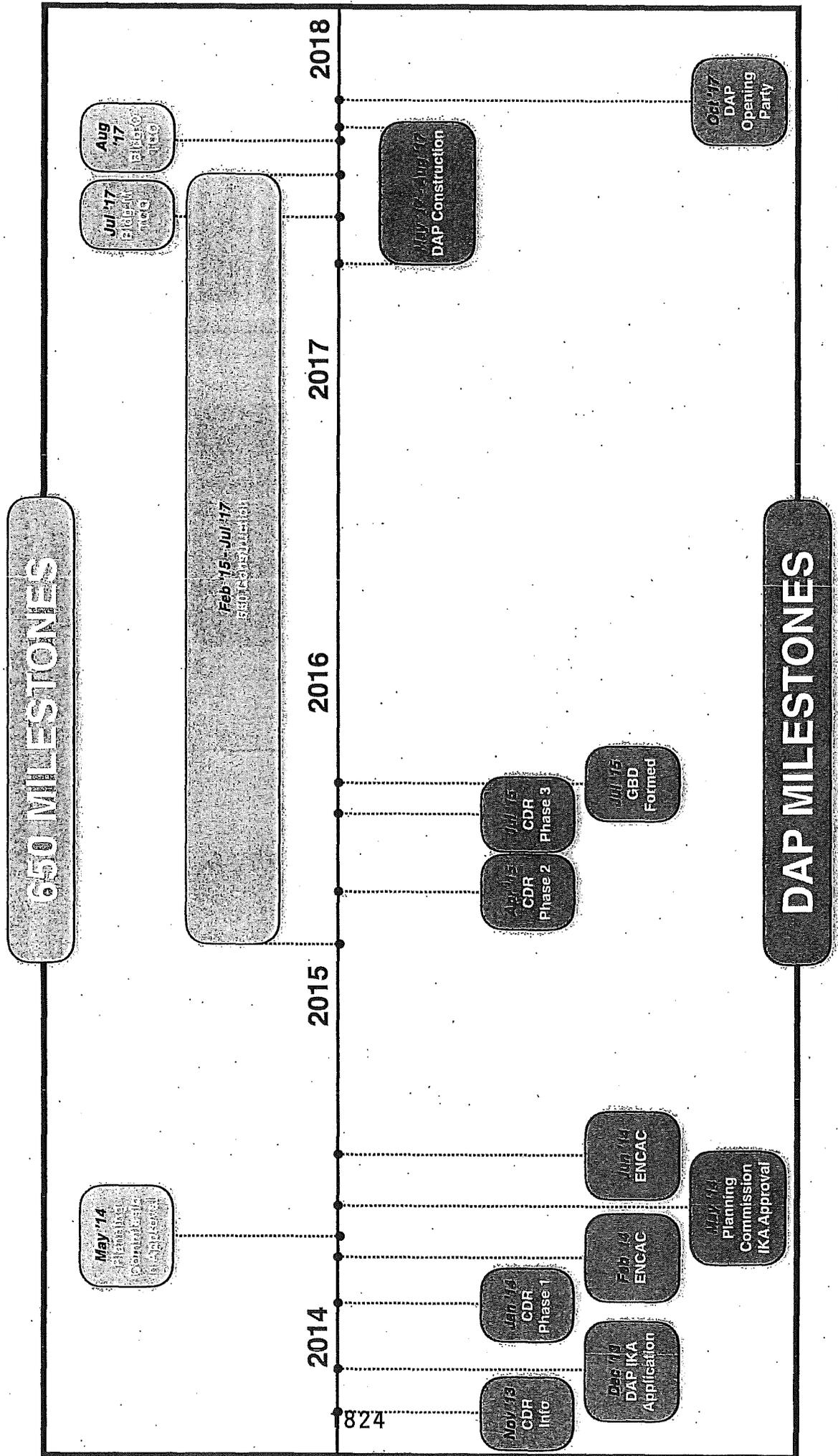
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For more info: greenbenefit.org



TIMELINE

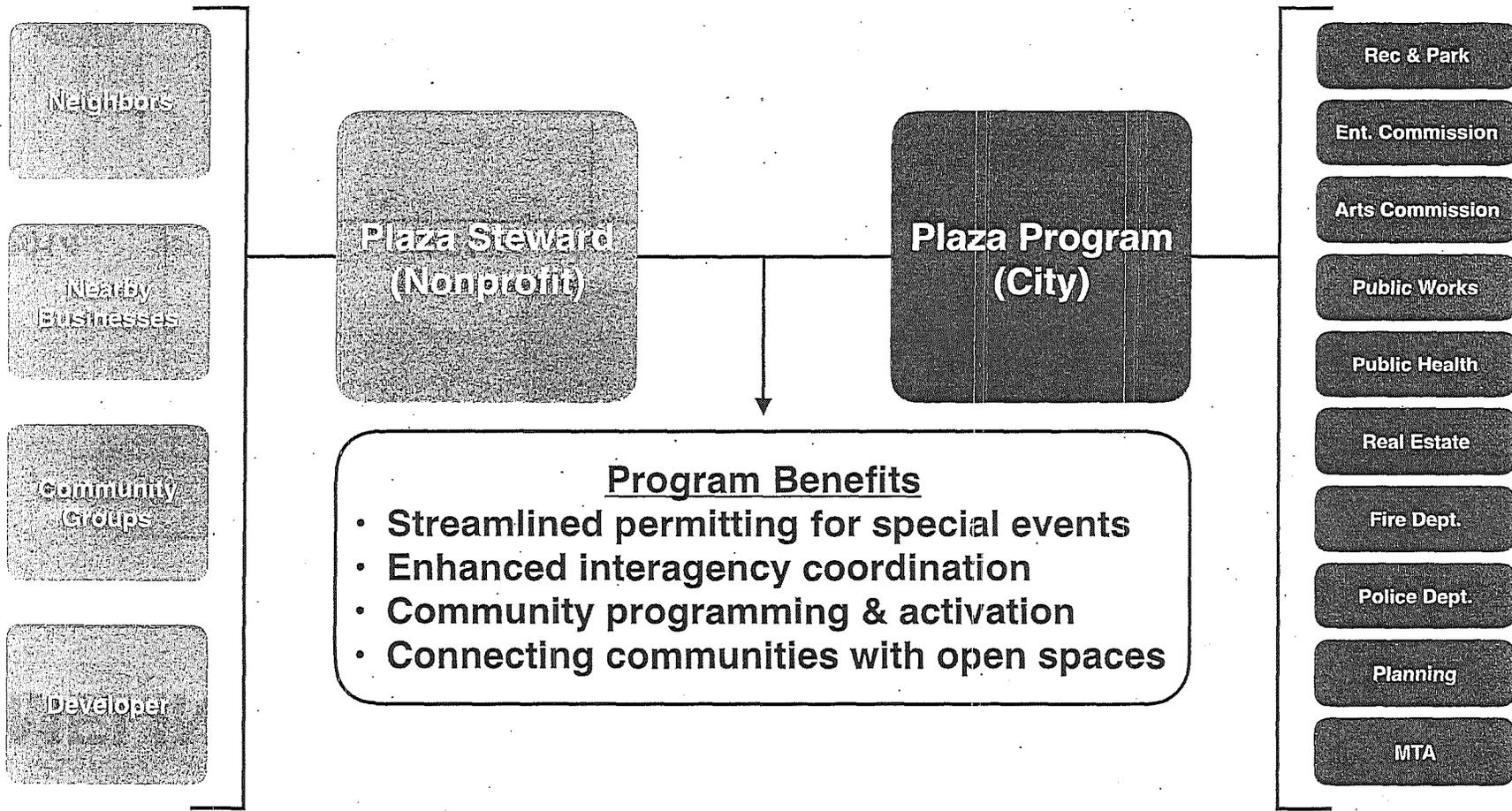


STEWARDSHIP



The SF Plaza Program is an exciting new urban plaza stewardship program designed to empower local efforts in creating more innovative, sustainable and livable solutions that support San Francisco's many vibrant communities. San Francisco's plazas are vital to the livability of the City because they create a sense of place and community for residents and visitors to enjoy the local neighborhoods.

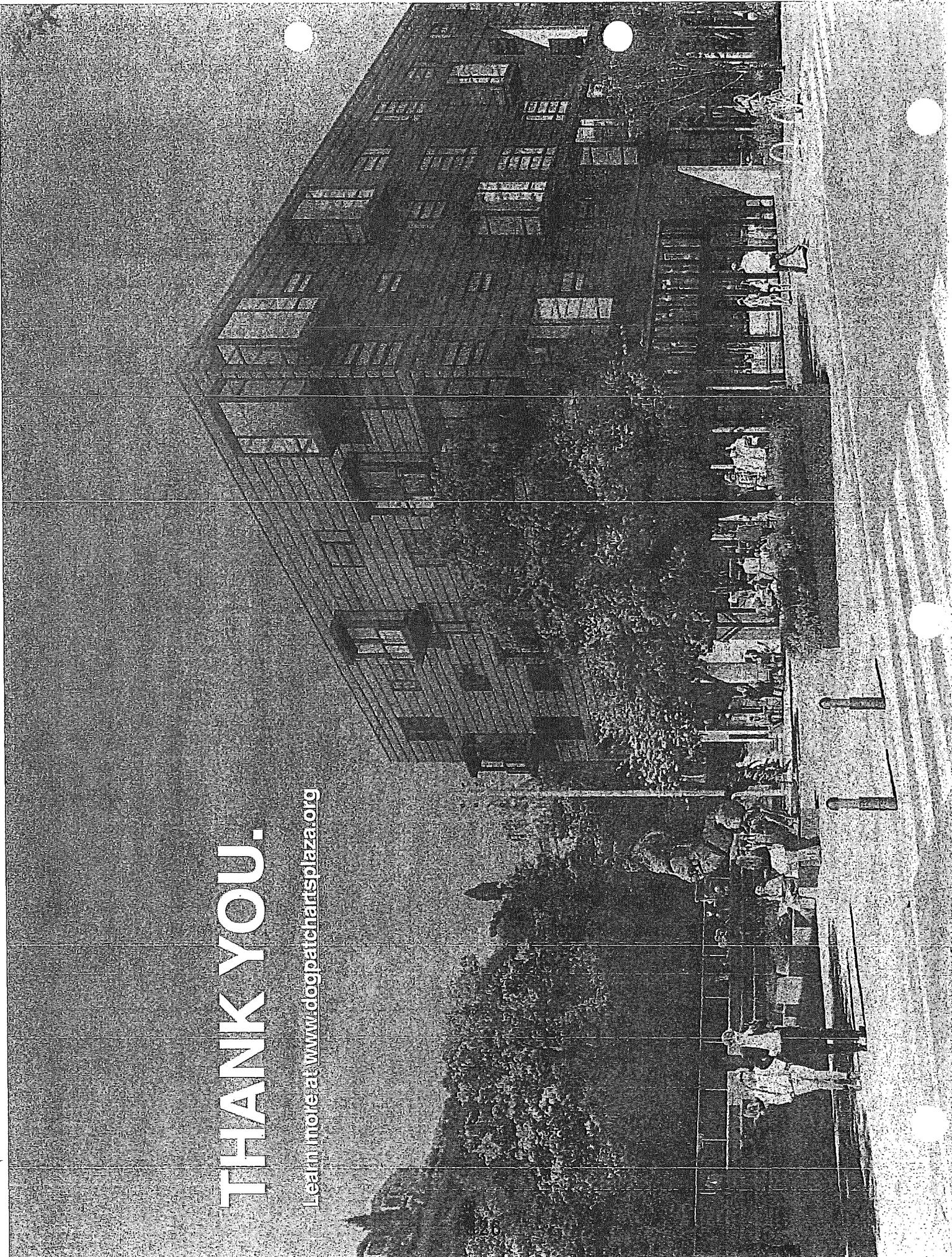
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- Program Benefits**
- Streamlined permitting for special events
 - Enhanced interagency coordination
 - Community programming & activation
 - Connecting communities with open spaces

THANK YOU.

Learn more at www.dogpatchartsplaza.org



OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

2019 JAN 15 PM 4:13

BY _____

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Kanishka Karunaratne Cheng *KKC*
RE: Street Encroachment Permit – Dogpatch Arts Plaza on a Portion of 19th Street
DATE: 1/15/2019

Resolution granting revocable permission to 650 Indiana Street LLC, the property owner of 650 Indiana Street (Assessor's Parcel Block No. 4041, Lot No. 009), to occupy and maintain a portion of the 19th Street public right-of-way between Indiana Street and Interstate Highway 280 with an arts-focused public pedestrian plaza, 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 Supervisor Walton is a co-sponsor of this legislation.

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.

