

File No. 141143

Committee Item No. _____

Board Item No. 48

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____
Board of Supervisors Meeting

Date _____
Date November 18, 2014

Cmte Board

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input checked="" 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)

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Order No. 183044</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Dept. General Plan Referral - 07/05/2013</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Improvement Agreement</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Monumentation Bond 10/24/2014</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Tax Certificates Block No. 4624, Lot Nos. 029 031</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Mylar Final Maps</u> |

Completed by: John Carroll Date November 13, 2014
Completed by: _____ Date _____

1 [Final Map 7545 - Hunters View Phase 2]

2
3 **Motion approving Final Map No. 7545, a 377 unit mixed use residential and commercial**
4 **condominium project within 5 buildable lots; approving a Public Improvement**
5 **Agreement related to the Final Map; and adopting findings pursuant to the General**
6 **Plan, the eight priority policies of Planning Code, Section 101.1, and the Hunters View**
7 **Development Documents.**

8
9 MOVED, That the certain map entitled "Final Map No. 7545, a 377 unit mixed use
10 residential and commercial condominium project within 5 buildable lots being a merger and
11 resubdivision of Lot Nos. 7 and 9 of Final Map No. 5461, Filed for Record in Book DD of
12 Survey Maps, At Pages 90-97, San Francisco City and County Records and that portion of
13 West Point Road Vacated by San Francisco Board of Supervisors' Ordinance No. 40-14,"
14 comprising 5 sheets, approved October 27, 2014, by Department of Public Works Order No.
15 183,044 together with the Public Improvement Agreement dated October 27, 2014, by and
16 between Hunters Point Affordable Housing, Inc., a California nonprofit public benefit
17 corporation, and the City and County of San Francisco (City) are hereby approved and said
18 map is adopted as an official Final Map of the Hunters View for Assessor's Block No. 4624,
19 Lot Nos. 29, 31 and 45; a copy of said Public Improvement Agreement is on file with the Clerk
20 of the Board in File No. 141143 and is incorporated herein by reference; and, be it

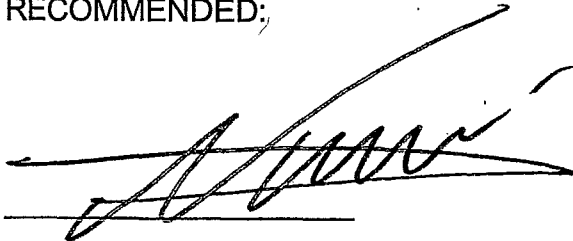
21 FURTHER MOVED, That the San Francisco Board of Supervisors adopts as its own
22 and incorporates by reference herein as though fully set forth the findings made by the City
23 Planning Department, by its letter dated July 5, 2013, that the proposed subdivision is
24 consistent with the objectives and policies of the General Plan, and the eight priority policies
25

1 of Section 101.1 of the Planning Code. Copy of said letter is on file with the Clerk of the Board
2 in File No. 141143 and is incorporated herein by reference; and be it

3 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
4 the Director of the Department of Public Works to enter all necessary recording information on
5 the Final Map and authorizes the Clerk of the Board of Supervisors to execute the Clerks
6 statement as set forth herein; and be it

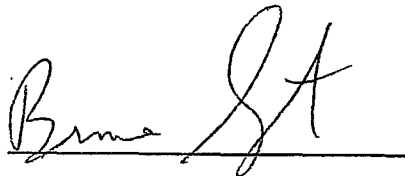
7 FURTHER MOVED, That approval of this map is also conditioned upon compliance by
8 subdivider with all applicable provisions of the San Francisco Subdivision Code and
9 amendments thereto.

10
11
12
13 RECOMMENDED;



14
15
16
17 Mohammed Nuru
18 Director of Public Works

RECOMMENDED:



19
20
21
22
23
24
25
Bruce R. Storrs
City and County Surveyor



Edwin M. Lee
Mayor

Mohammed Nuru
Director

Jerry Sanguinetti
Manager

Street Use and Mapping
1155 Market St., 3rd floor
San Francisco, CA 94103
tel 415-554-5810

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

October 24, 2014

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlet Place, Room 244
San Francisco, Ca 94102-4689

Subject: Approval of Hunters View Ph. 2 Final Map No. 7545

Dear Ms. Calvillo:

Attached please find an original and four copies of the Motion for Board of Supervisors approval which will approve Final Map No. 7545 and Public Improvement Agreement related to the Final Map pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code.

Please find attached one (1) Mylar set of the above referenced Final Map. Also find attached the following accompanying documents (five sets):

1. One (1) copy of the Department of Public Works Order No. 183,044
2. One (1) copy of the letter dated July 5, 2013 from City Planning Department verifying conformity with the General Plan and Priority Policies set forth in City Planning Code Section 101.1
3. One (1) copy of each of the Tax Certificates
4. One (1) copy of the Hunters View Ph. 2 Public Improvement Agreement
5. One (1) copy of the Hunters View Phase 2 Infrastructure Plans (1) set only
6. One (1) copy of the Monumentation Bond

Please feel free to contact me for any assistance needed.

Sincerely,

A handwritten signature in cursive that reads "Barbara L. Moy".

Barbara L. Moy
Task Force Manager
Phone: (415) 588-4050
Email: barbara.moy@sfdpw.org

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO, CA
2014 OCT 27 PM 3:00



Edwin M. Lee, 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.sfdpw.org



Jerry Sanguinetti

DPW Order No: 183044

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS**

APPROVING PHASE 2 FINAL MAP NO. 7545, A 377 MIXED USE RESIDENTIAL AND COMMERCIAL CONDOMINIUM PROJECT WITHIN 5 BUILDABLE LOTS BEING A MERGER AND RESUBDIVISION OF ASSESSOR'S BLOCK 4624 LOTS 29, 31 AND 45 AND ALSO APPROVING THE HUNTERS VIEW - PHASE 2 PUBLIC IMPROVEMENT AGREEMENT RELATED TO THIS MAP.

"FINAL MAP NO. 7545, A 377 MIXED USE RESIDENTIAL AND CONDOMINIUM PROJECT WITHIN 5 BUILDABLE LOTS BEING A MERGER AND RESUBDIVISION OF LOT 7 AND LOT 9 OF FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, SAN FRANCISCO CITY AND COUNTY RECORDS AND THAT PORTION OF WEST POINT ROAD VACATED BY SAN FRANCISCO BOARD OF SUPERVISORS' ORDINANCE NO. 40-14", comprising 5 sheets.

The City Planning Department, in its letters dated July 5, 2013, stated that the subdivision is in conformity with the General Plan and the Priority Policies of City Planning Code Section 101.1. A copy of said letter is attached herewith.

The Director of Public Works, the Advisory Agency, has determined that said Final Map and the Tentative Map related thereto comply with all subdivision requirements. Said Final Map can be approved pursuant to San Francisco Subdivision Code Section 1455.2 (b) and the Conditions of Approval of the associated Tentative Map. Pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.

The Final Map includes certain offers of dedication. The Department of Public Works recommends that the San Francisco Board of Supervisors accept on behalf of the public the following:

- The offer for dedication in fee for street, roadway, and public utility purposes, subject to City certified completion and acceptance of improvements: Fairfax Avenue, Ironwood Way and Middle Point Road
- The irrevocable non-exclusive easement for the installation, maintenance and repair of a public waterline easement and all appurtenances pertaining thereto on, over, under and across a portion of Lot 5 to be granted per separate document and as designated and delineated on said Final Map: "WATERLINE EASEMENT (WLE)".



- The irrevocable non-exclusive easement for public pedestrian access on, over and across Lot A and a portion of Lot 5 to be granted per separate document and as designated and delineated on said Final Map: “PUBLIC ACCESS EASEMENT (PAE)”
- The irrevocable non-exclusive easement for emergency services access on, over and across Lot A to be granted per separate document and as designated and delineated on said Final Map: “Emergency Services Access Easement (ESAE)”

The Department of Public Works further recommends that the San Francisco Board of Supervisors approve the “Hunters View Ph. 2 Public Improvement Agreement, dated OCTOBER 27, 2014 related to the above mentioned Final Map.

Transmitted herewith are the following:

1. Four (4) copies of the Motion approving said map.
2. One (1) signed Mylar set of the Hunters View Phase 2 “Final Map 7545” comprising 5 sheets.
3. One (1) copy of the Tax Certificate from the Controller’s Office certifying that there are no liens against the property for taxes or special assessments collected as taxes.
4. One (1) copy of the letter dated July 5, 2013 from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
5. One (1) set of the “Hunters View Phase 2 Public Improvement Agreement” dated OCT. 27, 2014 with the following attachments:
 - One (1) copy of the approved Improvement Plans prepared by Freyer & Laureta, Inc., entitled “Hunters View Phase 2 Infrastructure”
 - Performance Bonds
 - Labor and Material Bonds
6. One (1) copy of the “Monumentation Bond for Subdivisions”

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

10/24/2014

10/27/2014

X Bruce R. Storrs

Storrs, Bruce
Approver 1

X Mohammed Nuru

Nuru, Mohammed
Approver 2





SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: July 5, 2013

Case No. Case No. 2013.0696R
HUNTERS VIEW- 227-229 WEST POINT ROAD
TENTATIVE MAP, FINAL MAP, STREET VACATION, AND
ACCEPTANCE OF LAND AND FACILITIES


Block/Lot No.: 4624/029, 031

Project Sponsor: Barbara Moy,
San Francisco Department of Public Works
30 Van Ness Ave. 4th Floor
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: David Winslow – (415) 575-9159
david.winslow@sfgov.org

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

Recommended
By: 
John Rahnaim, Director of Planning

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

Hunters View is located in the Bayview Hunters Point neighborhood, around the intersection of West Point Road and Middle Point Road, and contains Assessor's Block 4624, Lots 003, 004, 009; 4720, 027. The revitalization of Hunters View includes the demolition of all existing housing units and community facilities; and the development of up to 800 new housing units, including one-to-one replacement of the existing 267 public housing units. The project will result in a mixed-use, mixed income development which will also include the creation of new streets, walkways, open spaces and community facilities. The project would vacate a section of West Point Road and establish two new rights of way and associated horizontal infrastructure.

The Planning Commission approved the program for Hunters View on June 12, 2008 by Motion Number 17621. This action was followed by Board of Supervisors approval on August 4, 2008 by Ordinance Number 00-08.

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The improvements are within the Bayview Hunters Point Area Plan which was adopted by the Board of Supervisors and became effective July 20, 1995 by Resolution No. 13917.

1. Street Vacation

The objectives of the Street Vacation for Hunters View Phase 2 are to remove portions of existing streets from the City street system to make way for the project. Access to new development will be by either existing streets or new streets. The following streets are proposed to be vacated:

- **West Point Road:** Abandon all of the City's interest in the sixty foot (60') wide right-of-way of existing West Point Road, approximately six hundred forty feet (640') in length.

2. Tentative Map/Final Map

The Hunters View Phase 2 Tentative Map will be the basis for the Final Map. The Tentative Map prepared by Carlile-Macy dated March 2013, (Exhibit B) provides the following information about the project:

- 379 residential condominium units within 5 lots
- **Middle Point Road:** Construct approximately seven hundred forty feet (740') in length of existing Middle Point Road, fifty-eight and a half feet (58'-6") in width together with new utilities, including mid-block widening for bust stops.
- **Fairfax Avenue:** Construct approximately six hundred feet (600') in length of new public right-of-way, varying from fifty-eight feet (58') to sixty-six feet (66') in width together with new utilities, including corner bulb-outs at the intersections of Middle Point Road and Ironwood way.
- **Ironwood Way:** Construct approximately five hundred thirty five feet (530') in length of right-of-way, fifty-eight feet (58') in width, together with utilities.

3. Acceptance of Horizontal Public Infrastructure

After DPW determines that the facilities have been constructed in accordance with the Plans and Specifications and are ready for their intended use, the Developer (Hunter's View Associates, LP) is obligated to dedicate the Horizontal Infrastructure to the City. The Dedication will be for improvements located on portions of Middle Point Road, and future, Fairfax Avenue, and Ironwood Way and will include the following: streets; curbs, gutters, sidewalks landscaping, street lights, sewer, low pressure water and reclaimed water systems; storm drain, joint utility trench traffic striping and signs as shown on the excerpts of the Improvement Plans attached in Exhibit D. The process for the Acceptance of Facilities will be as follows:

- When the Board of Supervisors (Board) acts on the Final Map it will include approved Improvements Plans (Plans) and a Project Improvement Agreement (PIA).
- The project includes a Public Improvement Agreement (PIA). The City requires a PIA with the project sponsor in case the proposed horizontal public infrastructure is not constructed prior to the Board acting on the Final Map. It allows sale, lease or finance of the lots prior to the completion of the infrastructure. The PIA defines the work by referencing the

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improvement plans and requires the posting of a security bond to insure the Developer completes the work. It also provides time limits for completion and provisions for reducing the bonds as the construction proceeds.

- The Plans and PLA specify the scope of the improvements to be constructed and require the developer to post a security bond for faithful performance, labor, materials, and costs to successfully complete the project in accordance with the plans.
- The approval of the final project will be based on the Consistency with the Approved Tentative Map.
- The Department of Public Works will monitor the construction and provide a Completeness Determination: that will state that the work is complete per the approved plans and ready for intended use.
- The Board Acceptance of the Facilities (outlined in the Section on Tentative and Final Map) will be based on the Board's previously approved Plans and the Director of Public Works' "Completeness Determination," based on those Plans.
- After the Final Map is approved, there are no changes to the project that would affect the General Plan Referral Determination. A separate General Plan Referral will be required if the project is revised.
- The development requirements and design guidelines described in the Hunters View Design for Development approved by the Planning Commission by Motion Number 17621 shall be followed for the above mentioned facilities.

SITE DESCRIPTION AND PRESENT USE

ENVIRONMENTAL REVIEW

On 07/03/13, the Environmental Planning Division of the Planning Department determined that the project is Categorically Exempt from Environmental Review. The project was cleared under Department Case 2007.0168E: 227 – 229 West Point Road Environmental Impact Report issued on 03/01/08 and certified on 06/12/08 by Planning Commission Motion 17618.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The project has been reviewed for consistency with the General Plan and Eight Priority Policies of Planning Code Section 101.1 and the findings are below.

Note: General Plan Objectives and Policies in Bold font;

General Plan text is in regular font.

Staff comments are in *italic text*.

GENERAL PLAN CONSIDERATIONS

General Plan Objectives, Policies, and Principles are in **bold font**, and staff comments are in *italic font*.

HOUSING ELEMENT

OBJECTIVE 1

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

OBJECTIVE 3

ENHANCE THE PHYSICAL CONDITION AND SAFETY OF HOUSING WITHOUT JEOPARDIZING USE OR AFFORDABILITY.

The project includes construction of new, modern housing that will replace deteriorating housing units while preserving affordable in rental and ownership dwelling units.

POLICY 3.3

MAINTAIN AND IMPROVE THE CONDITION OF THE EXISTING SUPPLY OF PUBLIC HOUSING.

The project includes one-to-one replacement of the existing public housing units.

OBJECTIVE 4

SUPPORT AFFORDABLE HOUSING PRODUCTION BY INCREASING SITE AVAILABILITY AND CAPACITY.

The re-alignment of the street network allow a more efficient use of developable land that increases the capacity of housing.

POLICY 4.2

INCLUDE AFFORDABLE UNITS IN LARGER HOUSING PROJECTS.

The Project will create up to 800 units of new affordable and market-rate housing, including 267 replacement public housing units, including a mix of affordable rental units and up to 450 homeownership units, of which 10-15% will be affordable.

POLICY 8.1

ENCOURAGE SUFFICIENT AND SUITABLE RENTAL HOUSING OPPORTUNITIES AND EMPHASIZE PERMANENTLY AFFORDABLE UNITS WHEREVER POSSIBLE.

POLICY 8.4

ENCOURAGE GREATER ECONOMIC INTEGRATION WITHIN HOUSING PROJECTS AND THROUGHOUT SAN FRANCISCO.

This project proposes a mix of affordable rental and market rate ownership housing to achieve better economic integration.

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**OBJECTIVE 9
AVOID OR MITIGATE HARDSHIPS IMPOSED BY DISPLACEMENT**

**POLICY 9.1
MINIMIZE THE HARDSHIPS OF DISPLACEMENT BY PROVIDING ESSENTIAL RELOCATION SERVICES.**

The project includes one-to-one replacement of all public housing units.

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

The streets are designed to help create a sense of place in conjunction to the building design, and also to connect to public open spaces that are intended to do the same.

**POLICY 11.1
USE NEW HOUSING DEVELOPMENT AS A MEANS TO ENHANCE NEIGHBORHOOD VITALITY AND DIVERSITY.**

The project includes a revitalization of Hunter's View which will result in a mixed-income, mixed-use community.

TRANSPORTATION ELEMENT

**POLICY 1.2
ENSURE THE SAFETY AND COMFORT OF PEDESTRIANS THROUGHOUT THE CITY.**

Safety is a concern in the development and accommodation of any part of the transportation system, but safety for pedestrians (which includes disabled persons in wheelchairs and other ambulatory devices) should be given priority where conflicts exist with other modes of transportation.

The proposed street design includes elements that will improve pedestrian comfort and safety, such as bulb-outs at certain intersections, enhanced landscaping and paving, and raised crosswalks and curb ramps.

**OBJECTIVE 24:
IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.**

The project includes new landscaped sidewalks which will improve the pedestrian environment, maximizing these widths will greater improve the pedestrian realm.

URBAN DESIGN ELEMENT

OBJECTIVE 1:

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

The new configuration of the street grid will better serve to better connect to the existing pattern of streets and adjacent neighborhood.

POLICY 2.8

MAINTAIN A STRONG PRESUMPTION AGAINST THE GIVING UP OF STREET AREAS FOR PRIVATE OWNERSHIP OR USE, OR FOR CONSTRUCTION OF PUBLIC BUILDINGS.

Street areas have a variety of public values in addition to carrying vehicular traffic. They are important, among other things, in the perception of the city pattern, in regulating the scale and organization of building development, in creating views, in affording neighborhood open space and landscaping, and in providing light and air and access to properties.

The streets to be vacated will be replaced by streets that are designed appropriately for multiple uses: transit and private vehicles and pedestrians. Furthermore they will align better to existing streets to connect with the existing city pattern and scale, and terminate in places that will provide views and neighborhood open space.

POLICY 2.9

REVIEW PROPOSALS FOR THE GIVING UP OF STREET AREAS IN TERMS OF ALL THE PUBLIC VALUES THAT STREETS AFFORD.

Every proposal for the giving up of public rights in street areas, through vacation, sale or lease of air rights, revocable permit or other means, shall be judged with the following criteria as the minimum basis for review:

a. No release of a street area shall be recommended which would result in:

- (1) Detriment to vehicular or pedestrian circulation;
- (2) Interference with the rights of access to any private property;
- (3) Inhibiting of access for fire protection or any other emergency purpose, or interference with utility lines or service without adequate reimbursement;
- (4) Obstruction or diminishing of a significant view, or elimination of a viewpoint; industrial operations;

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- (5) Elimination or reduction of open space which might feasibly be used for public recreation;
- (6) Elimination of street space adjacent to a public facility, such as a park, where retention of the street might be of advantage to the public facility;
- (7) Elimination of street space that has formed the basis for creation of any lot, or construction or occupancy of any building according to standards that would be violated by discontinuance of the street;
- (8) Enlargement of a property that would result in (i) additional dwelling units in a multi-family area; (ii) excessive density for workers in a commercial area; or (iii) a building of excessive height or bulk;
- (9) Reduction of street space in areas of high building intensity, without provision of new open space in the same area of equivalent amount and quality and reasonably accessible for public enjoyment;
- (10) Removal of significant natural features, or detriment to the scale and character of surrounding development.
- (11) Adverse effect upon any element of the General Plan or upon an area plan or other plan of the Department of City Planning; or
- (12) Release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part is unknown.

No adverse effects listed above are anticipated by the proposed street vacation and replacement.

b. Release of a street area may be considered favorably when it would not violate any of the above criteria and when it would be:

- (3) Necessary for a significant public or semi-public use, or public assembly use, where the nature of the use and the character of the development proposed present strong justifications for occupying the street area rather than some other site;
- (4) For the purpose of permitting a small-scale pedestrian crossing consistent with the principles and policies of The Urban Design Element; or
- (5) In furtherance of the public values and purposes of streets as expressed in The Urban Design Element and elsewhere in the General Plan.

The proposed street pattern improves the above criteria.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

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

Eight Priority Policies Findings

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

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

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

The proposed subdivision will not affect any existing neighborhood-serving retail uses because none currently exist on the subdivision site. However, the proposed subdivision will facilitate future opportunities for resident employment and ownership of the neighborhood serving retail uses that will be developed on the site. Small-scale, neighborhood-serving use is permitted in the RM-1 zone pursuant to a Planned Unit Development permit, complying with the Bayview Hunters Point Redevelopment Plan and will be beneficial to the neighborhood's residents.

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

The proposed subdivision will preserve and enhance existing housing and neighborhood character and preserve the economic and cultural diversity of San Francisco's neighborhood. Although 267 units of deteriorating public housing will be demolished, each public housing unit will be replaced on a one-to-one basis. In addition, the proposed subdivision will create at least an additional 83 affordable rental units and up to 450 home ownership units, of which 10-15% will be affordable to restricted income households. It is anticipated that the proposed revitalization of Hunters View will result in a mixed-ethnicity and mixed income community, with much greater housing variety and opportunity than currently exists.

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

The proposed subdivision will preserve and existing the City's supply of affordable housing by replacing 267 existing public housing units and Hunters View with new, modern, affordable rental units and adding homeownership units that will be affordable to restricted income households.

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

The proposed subdivision will not result in commuter traffic that will impede MUNI's transit service, or overburden San Francisco's streets or neighborhood parking. Although the proposed subdivision could result in a net increases of up to 533 units in the Hunters View vicinity, this number falls well within the 700 net new units projected for this area that were analyzed in the Bayview Hunters Point Redevelopment Plan EIR. The Transportation Study indicates that the proposed subdivision will contribute to 1 project specific traffic impact at Evans and Third Street, and 5 cumulative (2025) significant traffic impacts, 2 of which can be mitigated to less than significant levels, and 3 of which will be significant unavoidable cumulative adverse traffic impacts. Whereas there is currently no off-street parking for the 267 existing units at this project site, the proposed subdivision will include up to 816 off-street spaces, with the current proposal of approximately 600 off-street parking spaces, so as not to overburden the street.

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

The proposed subdivision will develop residential uses on a site that is currently completely devoted to residential uses. The proposed subdivision will not displace any industrial or service sector uses due to commercial office development, as no industrial or service development exists on the site, and the proposed subdivision does not include commercial office space. The subdivision is entirely residential, except for community space and neighborhood-serving retail space, which offer potential opportunity for resident employment and ownership.

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

The existing deteriorating public housing on the site will be demolished and replaced with modern residential units built to current seismic standards.

7. That landmarks and historic buildings be preserved.

The proposed subdivision will have no effect on landmarks or historic buildings because none exist on the site. A Historic Structures Report for the existing structures has been completed and concluded that the existing public housing is not deemed eligible for listing on the California Historic Register of Historic Places.

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

The proposed subdivision will not affect the City's parks or open space or their access to sunlight and vistas. The new construction on the site will be 2-7 stories in height and a shadow study has been completed and concluded that the new buildings will not cast excessive shadow on any property under the jurisdiction of, or designated for acquisition by the Recreation and Parks Commission. The open space designed to be a part of the proposed subdivision will be privately owned and maintained.

RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan
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Attachments:

1. Exhibit A: Location Map
2. Exhibit B: Tentative Map
3. Exhibit C: Street Vacation Exhibits
4. Exhibit D: Public Improvement Plan Excerpts
5. Exhibit E: Planning Commission Motion No. 17618
6. Exhibit F: Planning Commission Motion No. 17621
7. Exhibit G: Ordinance No. 200-08
8. Exhibit H: Ordinance No. 201-08
9. Exhibit I: Ordinance No. 202-08
10. Exhibit J: Hunters View Phase 1 Final Map
11. Exhibit K: Hunters View Phase 1 DCP Consistency Determination

**HUNTERS VIEW PHASE II
PUBLIC IMPROVEMENT AGREEMENT**

This HUNTERS VIEW PHASE II PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into as of OCTOBER 27, 2014 (the "Effective Date"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "City"), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation ("HPAH" or "Subdivider").

RECITALS

A. Except as specifically defined herein, capitalized terms shall have the meanings given in (i) the San Francisco Subdivision Code and Subdivision Regulations (the "Code"), (ii) the Hunters View Design for Development Document (the "D for D") and (iii) the Plans and Specifications (as defined below).

B. Whereas, pursuant to the Development and Disposition Agreement, by and between the San Francisco Housing Authority, a public body corporate and politic ("SFHA"), and Hunters View Associates, LP, a California limited partnership ("HVA") recorded on _____, 20____, as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco (the "Phase II DDA"), SFHA has transferred all the responsibilities, obligations and liabilities for the construction of the Phase II Required Infrastructure (as defined below) on the land shown on Final Map Tract No. 7545 (the "Final Map") to HVA as "Master Developer", and has authorized HVA to be its representative.

C. Whereas, HPAH is the co-general partner of HVA and the designated Subdivider under this Agreement, and pursuant to the terms of this Agreement, the Subdivider may assign to HVA and/or HV Partners 2, LP, a California limited partnership, ("HVP2") the Subdivider's obligations under this Agreement, subject to the approval of the Director (as defined below), in his or her sole discretion, provided that Subdivider, HVA and/or HVP2, as the case may be, shall be jointly and severally liable for the Subdivider's obligations following such assignment. The Director may condition any assignment of obligation as he or she deems appropriate.

D. Whereas, the San Francisco Department of Public Works ("DPW") acknowledges that as described above in Recital B, SFHA has transferred all of the responsibilities, obligations and liabilities for the construction of the Phase II Required Infrastructure from SFHA to HVA and has authorized HVA to be its representative.

E. Whereas, Owner (as defined below) is engaged in subdividing, and Subdivider and its affiliates are developing the land shown on the Final Map commonly known as Assessor's Block 4624, Lots 29, 31 and 45. A tentative map, entitled "Hunters View Phase II Tentative Subdivision Map" (the "Tentative Map"), for the proposed subdivision of the Property was approved by the DPW Director, acting as the Advisory Agency (the "Director"), subject to certain requirements and conditions contained in the Director's Conditions of Approval dated January 3, 2014 (the "Conditions of Approval").

F. Whereas, pursuant to the Code relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Owner submitted to the City Final Map No. 7545 for approval and recordation.

G. Whereas, Owner and Subdivider have requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the Conditions of Approval of the Tentative Map and which are part of or appurtenant to the Property. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-1 (as such plans may be revised from time to time, the "**Plans and Specifications**"). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the "**Phase II Required Infrastructure**"), and include the specifications and details of such public improvements. The term "**Phase II Required Infrastructure**" also includes any interim or temporary facilities, if any, shown on the Plans and Specifications. The estimated costs of completing the Phase II Required Infrastructure are described on Exhibits A-1 (the "**Estimated Costs**"). Copies of the Plans and Specifications are on file with the DPW.

H. Whereas, the Code provides that before a final subdivision map or parcel map is approved by the City, Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided improvement securities to secure satisfactory performance of such agreement.

I. Whereas, in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code, the City and Subdivider desire to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map (including the dedications contained therein), and to implement the Conditions of Approval, and other valuable consideration, Subdivider and the City agree as follows:

1. Definitions.

- (a) SFHA means the San Francisco Housing Authority who is the Fee Title holder of interest of the Property and signatory to the Final Map.
- (b) Owner means SFHA.
- (c) HVA means Hunters View Associates, L.P.

- (d) HVP2 means HV Partners 2, LP.
- (e) HPAH means Hunters Point Affordable Housing, Inc.
- (f) Subdivider means HPAH.
- (g) General Contractor means Cahill-Nibbi Joint Venture.
- (h) Progress Payment means a payment made in compliance with the schedule of partial payment agreed upon in the contract for the work.

2. Subdivider's Obligations.

(a) Completion of Phase II Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of the Phase II Required Infrastructure as set forth in Exhibit A-1 in accordance with the performance schedule(s) set forth in Exhibit A-2 provided, however, that the periods of time provided in this condition may be extended in accordance with Section 4(b) hereof.

(b) Delivery of As-Built Plans. Within three (3) months after Completion of the Phase II Required Infrastructure, or portion thereof, Subdivider shall furnish to DPW and, if requested, the City Department of Building Inspection, as-built plans for such Phase II Required Infrastructure, or portion thereof, in both electronic (in a reasonably current version of AutoCAD) and Mylar formats and any reports required in connection with such Phase II Required Infrastructure, or portion thereof, by the Plans and Specifications.

(c) Assignment of Subdivider's Obligations. Subdivider may assign to HVA and/or HVP2 the Subdivider's Obligations as described in the Assignment of the Phase II Required Infrastructure Obligations attached hereto as Exhibit A-3, subject to the approval of the Director in his or her sole discretion. Following any such assignment, Subdivider, HVA and/or HVP2, as the case may be, shall be jointly and severally liable for any and all of the Subdivider's Obligations. Should the Director approve any such assignment, this PIA shall be amended to address the terms, requirements, and conditions of the assignment, and any such conditions imposed by the Director shall be described in said Exhibit A-3.

3. Improvement Security.

(a) Security. Subject to Subdivider being a nonprofit corporation in the State of California, City agrees that Subdivider, as an eligible nonprofit corporation under Section 66499.3(c) of the Code, shall not be required to comply with the bonding requirements set forth in Section 66499.3(a) and (b) provided the following conditions are satisfied:

(i) Subdivider shall require its general contractor to provide a bond to the Subdivider, HVA, and HVP2 and include City as an additional coobligee on a performance bond required to secure the general contractor's faithful performance in an amount equal to 100 percent of the construction contract attached hereto as Exhibit B-1 (the "Performance Bond"), and further require its general contractor to provide a bond to the Subdivider and include City as an additional coobligee on a payment bond required to secure the labor and materials in an

amount equal to 100 percent of the contract for the payment of labor and materials attached hereto as Exhibit B-2 (the "Labor and Materials Bond," and together with the Performance Bond, the "Security"). The Security shall be provided to the City prior to the issuance of any Street Improvement Permit by the City. City acknowledges and agrees that the Performance Bond dated April 9, 2014 and the Labor and Materials Bond dated April 9, 2014 have been provided to City as of the date hereof and satisfy the conditions of this Section 3(a)(i). Any assignee approved by the director shall be a co-obligee on the bonds. The San Francisco Mayor's Office of Housing ("MOH"), as the co-owner/applicant of the \$30 million Infill Infrastructure Grant awarded to HVA by the California Department of Housing and Community Development for development of the Hunters View Project, shall be designated as the depository under Section 66499.3(c)(2) for moneys ultimately payable to the general contractor in the form of progress payments.

(ii) All progress payments to the general contractor shall be conditioned on (i) the general contractor's certification to Subdivider that all labor performed in the work, and all materials furnished to and installed in the work, have been paid for in full to the date of certification, (ii) the written approval of Subdivider, and (iii) review and approval of progress payment billings by City. Subdivider shall require the general contractor to deliver all such certifications through the United States mail.

(iii) Final payment to the general contractor shall not be made until 30 days have expired after the filing and recording of the notice of completion of the work and acceptance of the work by, and a waiver of lien rights provided by the general contractor to, City in accordance with Section 6(a).

4. Construction of Phase II Required Infrastructure.

(a) Permits and Fees. Subdivider shall not allow the performance of any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

Prior to the approval of the Final Map, Subdivider shall arrange for all easements to be granted to the City to allow for construction of the required public improvements on the Property and provide irrevocable Offers of Dedication in Fee Title of the portions of the Property where said public improvements will be constructed and used as future public right-of-way. The DPW Director, in his or her discretion, may allow the Subdivider to defer this requirement until prior to approval of an improvement permit or to a later specified date. The DPW Director shall issue such deferral in writing.

(b) Extensions.

(i) Requested Extensions. Subdivider may request extensions of the time periods specified in Section 2(a) by submission of a request(s) to the Director. A request shall be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a

grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director shall not unreasonably withhold, condition or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an Extension Agreement.

(ii) Permit Processing. The periods of time for performance under this Agreement shall be extended for Unavoidable Delay as determined in Section 4(b)(iii) for the period of time associated with permit processing, including, without limitation, permit processing by and obtaining permits and approvals from all agencies with jurisdiction over the Phase II Required Infrastructure.

(iii) Unavoidable Delay. The periods of time for performance under this agreement shall be automatically extended for Unavoidable Delay which is a delay in a Party's performance of its obligations hereunder that is caused by (a) acts of God, enemy action, civil commotion, fire, flood, earthquake or other casualty, (b) strikes or other labor disputes (to the extent not resulting from the labor practices of the Party claiming the benefit of Unavoidable Delay), (c) material shortages of or inability to obtain labor or materials beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, (d) lawsuits brought by plaintiffs unaffiliated with the Party claiming the benefit of Unavoidable Delay, (e) delays by governmental or quasi-governmental entities in issuing requisite approvals or consents beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, including without limitation failure of the City to respond to Subdivider's submissions within the time periods set forth in this Agreement or (f) any other event beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay. Delays beyond a Party's reasonable control exclude delays to the extent caused by the negligent act or omission or willful misconduct of the Party claiming the benefit of Unavoidable Delay. This Unavoidable Delay provision shall not apply, however, unless (g) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining actual knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (h) a party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(iv) Extensions Generally. The provisions in this Section 4(b) are in addition to and not a limitation of any other provision for extensions in this Agreement or in the Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

(c) Revisions to Plans and Specifications. Requests by Subdivider or its agent for revisions, modifications or amendments to the approved Plans and Specifications (each, a "Plan Revision") shall be submitted in writing to the Director (or the Director's designee). If the Plan Revision is acceptable to the Director (or the Director's designee), the Director (or the Director's designee) shall approve proposed Plan Revisions which are substantially consistent with the Plans and Specifications and the Final Map. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section 4(c). Construction

of any Plan Revision prior to approval shall be at the Subdivider's risk. Plan Revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and effect thereof.

(d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located as part of the work in Exhibits A-1 to be placed underground. The Plans and Specifications must demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval of the Director.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Phase II Required Infrastructure; to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment; or for setting monuments, set forth on the Final Map, shall be released to the general contractor, or its successors in interest, or reduced, as follows:

(a) Release of Security.

One Year Warranty Bond. Upon the Director's determination of completion of the Phase II Required Infrastructure in accordance with Section 6(a), the Security shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect of the Phase II Required Infrastructure which occurs within one year of when: (i) the Phase II Required Infrastructure (or portion thereof), and specifically including each of the respective Phase II Required Infrastructure described on Exhibit A-1 has been completed to the satisfaction of the Director in accordance with Section 6(a) below and provided that the one year warranty period for plant materials, and trees shall commence after the Director receives certification from the City Construction Manager that the plant materials and trees have passed a plant establishment period as set forth in the Plans and Specifications, and (ii) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase II Required Infrastructure have been filed against the City within the one hundred (100) day period following completion of the Phase II Required Infrastructure as determined upon review by the Director in accordance with Section 6(a). If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Phase II Required Infrastructure shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) ten percent (10%) of the original amount.

(i) Partial Release of Security. Notwithstanding the release provisions in Section 5(a), the Security may be reduced in conjunction with completion of any portion of the Phase II Required Infrastructure to the satisfaction of the Director and may be reduced in connection and conjunction with completion of each of the respective Phase II Required Infrastructure separately described on Exhibit A-1 upon review in accordance with Section 6(a) hereof, by an amount determined by the Director that is not less than the actual cost of the completed portion of the Phase II Required Infrastructure. In no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase II Required Infrastructure and any other

obligation imposed by the Subdivision Map Act, the Code, this Agreement, the Street Improvement Permit or any other agreement relating to the completion of the Phase II Required Infrastructure or (ii) ten percent (10%) of the original amount of the Security.

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

(A) One (1) year following the date of Acceptance (as defined in Section 6(b)) of the Phase II Required Infrastructure, or portion thereof, by the Board of Supervisors, or, with respect to street trees and park trees one year after the commencement of the warranty period as described in Section 8(a), or, with respect to any specific claim of defects or deficiency in the Phase II Required Infrastructure, one (1) year following the date that any such deficiency which the Director identified in the Phase II Required Infrastructure in accordance with Section 4(a) has been corrected or waived in writing; and

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

6. Completion and Acceptance.

(a) Director's Inspection. Upon request from Subdivider for a "Determination of Completeness," the Director shall promptly determine whether the Phase II Required Infrastructure, or portion thereof, is ready for its intended use and is completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination. If the determination is that such Phase II Required Infrastructure (or portion thereof) does not satisfy such requirements, then the Director shall provide notice thereof including identifying with particularity the reasons therefore.

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

(i) The Phase II Required Infrastructure, or portion thereof which is requested by the Subdivider in accordance with Section 6(a) to be accepted, has been completed;

(ii) the Director has certified to the Board of Supervisors that the Phase II Required Infrastructure, or portion thereof, has been deemed complete in accordance with Section 6(a); and

(iii) the Board of Supervisors accepts the Phase II Required Infrastructure, or portion thereof; for public use and maintenance, in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Sections 7 and 8(a), respectively hereof.

(c) Acceptance and Dedications. The Final Map includes certain offers of dedication as more particularly set forth therein. The Board of Supervisors shall accept, conditionally accept or reject such offers of dedication, and shall also accept, conditionally accept or reject for public right of way and utility purposes the lots designated for public streets and the Phase II Required Infrastructure (or portions thereof) which are not included in such previous offers of dedication, by ordinance or other appropriate action upon the Director's determination in accordance with Section 6(a) of completion of the Phase II Required Infrastructure, or portion thereof. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Phase II Required Infrastructure by (i) providing necessary deeds, maps, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associates with on-site and off-site development; (ii) executing easement agreements consistent with the Conditions of Approval for the Tentative Map; and (iii) providing easement agreement documents consistent with the Conditions of Approval of the Tentative Map and the completion and Acceptance of the Phase II Required Infrastructure as follows: easements for emergency vehicle access and emergency exiting, private easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

(d) No Acceptance of Interim Facilities. The City shall not be obligated to accept or maintain any Interim or Temporary Facilities shown on the Plans and Specifications for the Phase II Required Infrastructure. Parties acknowledge that Subdivider shall continue to maintain all Interim or Temporary Facilities until such time as the final Public Infrastructure that will replace the need for the Interim or Temporary Facilities as determined by the Director is completed unless the parties, by mutual written instrument and any necessary City Approvals, agree otherwise.

(e) Termination of Existing Access and Utility Easements. Existing access and utility easements in any proposed right of way areas that are included as part of the Phase II Required Infrastructure shall be terminated, quitclaimed, vacated or relinquished, in whole or in part, in accordance with the terms of such easements upon: (1) the provision of alternative facilities; (2) the determination by the Director that such utility or access rights are no longer required; or (3) the City's Acceptance of dedicated public streets and associated utility facilities. The City shall not be obligated to accept any such right of way area unless and until any easements that could interfere or conflict with such facilities have been addressed to the City's satisfaction.

7. Maintenance of Phase II Required Infrastructure.

(a) Maintenance Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Phase II Required Infrastructure.

(b) Maintenance Following Acceptance. Following Acceptance, the City shall assume the responsibility of operating and maintaining the Phase II Required Infrastructure, or portion thereof subject to the limitations in Section 6(b)(iii) above, and Subdivider's obligations under Section 8(a) of this Agreement. The City shall have no obligation to accept or maintain any Interim or Temporary Facilities.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Phase II Required Infrastructure, or portion thereof, by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Phase II Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Phase II Required Infrastructure (or portion thereof), except that the Warranty period for the plant materials and trees planted pursuant to the Phase II Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that the trees have passed a plant establishment period set in accordance with the Plans and Specifications (the "Warranty Period"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Phase II Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations.

(b) Indemnity. Subdivider, its successors and assigns shall indemnify, defend and hold the City and each of the City's Agencies harmless for, from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Phase II Required Infrastructure, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Phase II Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Phase II Required Infrastructure, all subject to the terms, conditions, and exceptions of the Phase II DDA, provided, however, that Subdivider's obligations to indemnify, defend and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within one (1) year after the related Phase II Required Infrastructure, or portion thereof, is determined to be complete by the Director in accordance with Section 6(a) hereof. The City shall not be an insurer or surety for the design or construction of the Phase II Required Infrastructure pursuant to the Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Phase II Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

9. Other Items.

(a) Private Roadway Funding Mechanisms. All private roadways shown on the Final Map shall be constructed by the Subdivider or its affiliate.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Recorder in the Official Records of the City and County of San Francisco. The City shall notify Subdivider and Owner of the time of recordation of the Final Map. In the event the Final Map is not recorded, this Agreement shall be null and void.

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

(c) Notices.

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

In the case of a notice or communication to the City or the Director:

Director of Public Works
City and County of San Francisco 30
Van Ness Avenue, Suite 4200 San
Francisco, CA 94102
Attn: Infrastructure Task Force Manager
Telefacsimile: (415) 581-2569

With copies to:

Office of the City Attorney City
Hall, Room 234
1 Dr. Carlton B. Goodlett Place San
Francisco, CA 94102 Attn: John
Malamut, Esq.
Reference: Hunters View Phase II Project
Telefacsimile: (415) 554-4757

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

Hunters Point Affordable Housing, Inc. c/o
John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco, CA 94109
Attn: Jack D. Gardner
Telefacsimile: (415) 614-9175

With copies to:

Stein & Lubin
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attn: Charles R. Olson, Esq.
Telefacsimile: (415) 981-4343

SAN FRANCISCO HOUSING AUTHORITY
1815 Eggbert Avenue, Suite 300
San Francisco, CA 94124 Attn:
Executive Director
Telefacsimile: (415) 715-3211

For the convenience of the parties, copies of notice may also be given by telefacsimile.

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

(A) the section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Hunters View Phase II Public Improvement Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile.

(iii) Any notice or request for review, consent or other determination or action by the Director that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "HUNTERS VIEW INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, Owner

or Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director.

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

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

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

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

(i) Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the Interpretation or meaning of this Agreement. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have under the Plans and Specifications, any permit to enter, Street Improvement Permit or any other agreement entered into in accordance therewith.

11. Insurance. At all times prior to Acceptance of the Phase II Required Infrastructure, Subdivider shall comply with the insurance requirements as required by applicable City regulations. Subdivider shall furnish to the City, from time to time upon request by the City's Risk Manager, a certificate of insurance (and/or, upon request by the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider as by the City.

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IN WITNESS WHEREOF, Subdivider and the City have executed this Agreement as of the Effective Date.

Subdivider:

HUNTERS POINT AFFORDABLE HOUSING, INC.,
A California nonprofit public benefit corporation

By: Larry B. Hollingsworth
Larry B. Hollingsworth
Its President

City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation of the State of California

Approved as to Form:

By: John D. Mazlum
Name: John D. Mazlum
Title: Deputy City Attorney

By: Mohammed Waru
Name: Mohammed Waru
Title: Director of Public Works

EXHIBIT A-1

Infrastructure per Plans and Specifications

1. Excavation Permit improvements included in the Excavation Plans and Specifications prepared by Carlile Macy entitled "Hunters View Development Project, Phase II Excavation Permit" dated June 20, 2014 and approved by or on behalf of the Director on June 24, 2014.

2. Permanent Improvements included in Improvement Plans and Specifications prepared by Carlile Macy entitled "Hunters View Development Project, Phase II Infrastructure" dated _____ and approved by or on behalf of the Director, on _____.

Estimated Cost: \$ 13,567,648

EXHIBIT A-2

Performance Schedule

ACTION	DATE
1. Issue Notice to Proceed for Phase II Required Infrastructure Improvements.	No later than December 1, 2014
2. Complete Phase II Required Infrastructure Improvements including As-Built Drawings and secure the Notice of Completion from the Department of Public Works.	No later than December 1, 2017.
3. Dedicate Phase II Public Right of Way Improvements to the City of San Francisco.	No later than two months after the Board of Supervisors' Acceptance of Improvements is received.

EXHIBIT B-1

Performance Bond

B-1-1

EXHIBIT B-2

Labor and Materials Bond

B-2-1

BOND NO.: 09109489
PREMIUM: \$540.00 PER ANNUM
EFFECTIVE DATE: October 24, 2014

MONUMENTATION BOND FOR SUBDIVISIONS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, HV Partners 2, LP, a California Limited Partnership, hereinafter called subdivider, is the developer of that certain subdivision commonly known as Hunters View Phase 2 Public Improvements, and WHEREAS, all monumentations have not yet been set related to Hunters View Phase 2 Public Improvements for said Subdivision.

NOW, THEREFORE, we the Subdivider, as Principal, and Fidelity and Deposit Company of Maryland, as surety are held and firmly bound unto the City and County of San Francisco ("City") in the sum of Thirty Thousand & NO/100 Dollars (\$30,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, if any or all or either of them, shall fail to pay any engineer or surveyor for the setting up of the monuments of the character and number and in the amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon the Bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the Judgment therein rendered.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall ensure to the benefit of any and all persons, companies, and corporations entitled to file claims against it.

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

And the said surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the above referenced letter of agreement, or to the work to be performed thereunder, shall in any way affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or contract.

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named in this 24th day of October, 2014.

PRINCIPAL

HV Partners 2, LP, a California Limited Partnership

By: M Miller

Name: MARGARET MILLER

Title: VICE PRESIDENT

SURETY

Fidelity and Deposit Company of Maryland

By: [Signature]

Name: Bryan D. Martin

Title: Attorney-In-Fact

See Attached CA Acknowledgement

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Bradley N. WRIGHT, Carol B. HENRY, Bryan D. MARTIN and B.A. POITEVIN, all of San Francisco, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Bradley N. WRIGHT, Carol B. HENRY, Bryan D. MARTIN, B.A. POITEVIN, S. Nicole EVANS, dated April 15, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of August, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 6th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ~~call~~ WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of October, 2014.

Gerald F. Haley
Assistant Secretary



I, José Cisneros, Tax Collector of the City and County San Francisco, State of California, do hereby certify that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 4624 Lot No. 029

Address:

for unpaid City & County property taxes or special assessments collected as taxes.

José Cisneros

Tax Collector

Dated this 16th day of October 2014



I, José Cisneros, Tax Collector of the City and County San Francisco, State of California, do hereby certify that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 4624 Lot No. 031

Address:

for unpaid City & County property taxes or special assessments collected as taxes.

A handwritten signature of José Cisneros, consisting of a stylized, cursive name.

José Cisneros

Tax Collector

Dated this 16th day of October 2014

Carroll, John (BOS)

From: Werdmuller Von Elgg, Maurits
Sent: Thursday, November 13, 2014 9:50 AM
To: BOS Legislation (BOS)
Subject: RE: Approval of Final Map No. 7545

Categories: 141143

Hi John,

Ok, that sounds good. I also wanted to clarify that only Block/Lot-4624/045 is City Owned the others (4624/029, 4624/031) are not.

Thank you.

From: BOS Legislation (BOS)
Sent: Wednesday, November 12, 2014 11:22 AM
To: Werdmuller Von Elgg, Maurits
Subject: RE: Approval of Final Map No. 7545

Thanks.

I'm going to make this message a part of the file for our records.

John Carroll
Legislative Clerk
Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445 - Direct | (415)554-5184 - General | (415)554-5163 - Fax
john.carroll@sfgov.org | board.of.supervisors@sfgov.org

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

From: Werdmuller Von Elgg, Maurits
Sent: Wednesday, November 05, 2014 9:36 AM

To: BOS Legislation (BOS)

Subject: RE: Approval of Final Map No. 7545

Hi John,

I agree, this is confusing, let me break it down for you:

- **Tax Certificates:** These are given the "**Assessor's Block/Lot Numbers**"-4624/029, 4624/031, Block 4624/045 doesn't need a Tax Certificate because it is currently City Owned.
- **Legislation:** The lot numbers as shown in the Motion "Lots 7, 9 and 45" are lot numbers which are in the Title of the Final Map (Reference of the Phase 1 Final Map).
- **DPW Order:** The lot numbers as shown in the DPW Order "29, 31 and 45" are the Assessor Block/Lot numbers.

So, there are essentially two sets of numbers used throughout the project:

1. Assessor's Block and Lot Numbers
2. Lot numbers as shown on prior final map (These are used mainly for reference purposes only)

I hope this helps clarify this. Also, yes you can just make the necessary corrections on the mylar.

Please let me know if you have any more questions.

Thank you.

Maurits

From: BOS Legislation (BOS)

Sent: Tuesday, November 04, 2014 12:57 PM

To: Werdmuller Von Elgg, Maurits

Cc: BOS Legislation (BOS)

Subject: RE: Approval of Final Map No. 7545

Quick questions, Maurits,

I see that the Tax Certificates are for Block No. 4624, Lot Nos. 029 and 031. However, the Lot Nos. listed on the legislation are 7, 9, and 45, while the lot nos. on the PW order No. 183044 are 29, 31, and 45. Can you clarify what I need to check these against? As the Clerk of the Board fills out the Tax Certification portion of the map, I need to be sure that we check these fastidiously.

Moreover, the mylar map indicates that the tax certificates are from the Controller, and not the Treasurer/Tax Collector. When I have the COB sign the map, can I just correct this text?

Thanks,

John Carroll

Legislative Clerk

Board of Supervisors

San Francisco City Hall, Room 244

San Francisco, CA 94102

(415)554-4445 - Direct | (415)554-5184 - General | (415)554-5163 - Fax

john.carroll@sfgov.org | board.of.supervisors@sfgov.org

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From: Carroll, John (BOS)
Sent: Tuesday, November 04, 2014 12:17 PM
To: BOS Legislation (BOS)
Subject: FW: Approval of Final Map No. 7545

From: Werdmuller Von Elgg, Maurits
Sent: Tuesday, November 04, 2014 8:40 AM
To: Carroll, John (BOS)
Subject: FW: Approval of Final Map No. 7545

John,

Is this everything you need? If you need additional information please let me know.

Thank you.
Maurits

From: Werdmuller Von Elgg, Maurits
Sent: Monday, October 27, 2014 2:50 PM
To: Board of Supervisors (BOS); Lamug, Joy
Cc: Moy, Barbara; Miller, Don (DPW)
Subject: Approval of Final Map No. 7545

CITY & COUNTY OF SAN FRANCISCO

CITY ATTORNEY'S OFFICE

BOARD OF SUPERVISORS LEGISLATION

TO: BOS LEGISLATION

DATE October 27, 2014

RE: Approval of Final Map No. 7545

Attached please find the Motion for Board of Supervisors approval of Final Map No. 7545.

The following documents are also attached in electronic form for your use.

1. Final Map No. 7545
2. Department of Public Works Order No. 183,044
3. Tax Certificates
4. Formal letter from the Department of City Planning determining consistency with General Plan.
5. Hunters View Ph.2 Public Improvement Agreement
6. Monumentation Bond

The Hunters View Infrastructure Plan has not been delivered in electronic format but instead delivered as a hard copy for your use.

Thank you.

Contacts:

Barbara L. Moy
Task Force Manager
Phone (415) 588-4050
Email: Barabara.Moy@sfdpw.org

Maurits Werdmuller von Elgg
Infrastructure Task Force
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

Office: (415) 581-2577
Email: maurits.werdmullervonelgg@sfdpw.org

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF AND HAVE THE RIGHT, TITLE AND INTEREST TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD INTEREST IN THE SUBDIVIDED PROPERTY; AND THAT WE HEREBY CONSENT TO PREPARATION AND RECORDATION OF THIS FINAL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE FOR STREET, ROADWAY AND PUBLIC UTILITY PURPOSES, SUBJECT TO CITY CERTIFIED COMPLETION AND ACCEPTANCE OF IMPROVEMENTS, THE FOLLOWING PUBLIC STREETS: FAIRFAX AVENUE, IRONWOOD WAY AND MIDDLE POINT ROAD (ALSO BEING LOTS 6 THROUGH 9). SAID FEE SHALL BE CONVEYED PER SEPARATE DOCUMENT.

WE ALSO OFFER FOR DEDICATION AN IRREVOCABLE NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A PUBLIC WATERLINE AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND WITHIN LOT 5 AS SHOWN HEREIN AND DESIGNATED WATERLINE EASEMENT (WLE). SAID EASEMENT SHALL BE GRANTED PER SEPARATE DOCUMENT.

WE ALSO OFFER FOR DEDICATION AN IRREVOCABLE NON-EXCLUSIVE EASEMENT FOR PUBLIC PEDESTRIAN ACCESS ON, OVER AND ACROSS LOT 4 AND LOT 5 AS SHOWN HEREIN AND DESIGNATED PUBLIC ACCESS EASEMENT (PAE). SAID EASEMENT SHALL BE GRANTED PER SEPARATE DOCUMENT.

WE ALSO OFFER FOR DEDICATION AN IRREVOCABLE NON-EXCLUSIVE EASEMENT FOR EMERGENCY SERVICES ACCESS ON, OVER AND ACROSS LOT 4 AS SHOWN HEREIN AND DESIGNATED EMERGENCY SERVICES ACCESS EASEMENT (ESAE). SAID EASEMENT SHALL BE GRANTED PER SEPARATE DOCUMENT.

LOT 4 IS HEREBY DESIGNATED AS PRIVATE OPEN SPACE AND SHALL BE GRANTED IN FEE TITLE TO THE HUNTERS VIEW COMMUNITY ASSOCIATION PER SEPARATE DOCUMENT IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIONS.

THE AREAS DESIGNATED AS PRIVATE STORM DRAIN EASEMENT (PSDE) SHALL BE TO THE HV COMMUNITY ASSOCIATION PER SEPARATE DOCUMENT.

OWNER: HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, A PUBLIC BODY, CORPORATE AND POLITICAL

BY: Barbara T. Smith TITLE Acting Executive Director
DATE October 7, 2014

OWNERS ACKNOWLEDGEMENT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

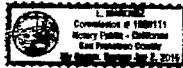
ON October 7, 2014, BEFORE ME L. Marquez, NOTARY PUBLIC,
PERSONALLY APPEARED Barbara T. Smith

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)/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. Marquez
SIGNATURE



NOTARY COMMISSION NO. June 2, 2015
MY COMMISSION EXPIRES: 1935111
COUNTY OR PRINCIPAL PLACE OF BUSINESS: San Francisco

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION; TRUSTEE UNDER DEEDS OF TRUST RECORDED DECEMBER 6, 2011 AS DOCUMENT NO. 2011-1311111, AND JANUARY 18, 2013 AS DOCUMENT NO. 2013-1586368 OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Richard J. Raker BY _____
TITLE Vice President TITLE _____

OLD REPUBLIC TITLE COMPANY, ORDER NO. 0227010757-DP

LESSEE'S STATEMENT

HUNTERS VIEW ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, LESSEE DISCLOSED BY MEMORANDUM OF GROUND LEASE RECORDED FEBRUARY 3, 2011 AS DOCUMENT NO. 2011-110525, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Jack D. Gardner BY _____
TITLE President TITLE _____

LESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

ON October 7, 2014, BEFORE ME L. Marquez, NOTARY PUBLIC,
PERSONALLY APPEARED Jack D. Gardner

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)/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. Marquez
SIGNATURE



NOTARY COMMISSION NO. 1935111
MY COMMISSION EXPIRES: June 2, 2015
COUNTY OR PRINCIPAL PLACE OF BUSINESS: San Francisco

TRUSTEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

ON October 10, 2014, BEFORE ME Kathie Der, NOTARY PUBLIC,
PERSONALLY APPEARED Jennifer E. Paik

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)/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

Kathie Der
SIGNATURE

NOTARY COMMISSION NO. 2049448
MY COMMISSION EXPIRES: December 17, 2017
COUNTY OR PRINCIPAL PLACE OF BUSINESS: San Francisco

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HUNTERS VIEW ASSOCIATES L.P. IN JANUARY 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED ON OR WITHIN THREE YEARS FROM THE RECORDATION OF THIS FINAL MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: Bruce E. Jarvis DATE: 09/23/2014

BRUCE E. JARVIS
PLS 5143
MY LICENSE EXPIRES: JUNE 31, 2015



CITY AND COUNTY SURVEYORS STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF ANY, HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: Bruce R. Storrs
DATE: 10/23/2014
BRUCE R. STORRS LS 6914
MY LICENSE EXPIRES: SEPTEMBER 30, 2015



RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 2014, AT _____ MINUTES PAST _____ M. IN BOOK _____ OF SURVEY MAPS, AT PAGES _____, IN THE OFFICE OF THE COUNTY RECORDER, AT THE REQUEST OF CARLILE-MACY.

BY: _____ DATE: _____

COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

FINAL MAP NO. 7545

A 377 MIXED USE RESIDENTIAL AND COMMERCIAL CONDOMINIUM PROJECT WITHIN 5 BUILDABLE LOTS BEING A MERGER AND RESUBDIVISION OF LOT 7 AND LOT 9 OF FINAL MAP NO. 5481, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, SAN FRANCISCO CITY AND COUNTY RECORDS AND THAT PORTION OF WEST POINT ROAD VACATED BY SAN FRANCISCO BOARD OF SUPERVISORS' ORDINANCE NO. 40-14.

6.3 ACRES
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
15 THIRD STREET, SANTA ROSA, CA 95401
Tel: (707) 542-6451 FAX: (707) 542-5212

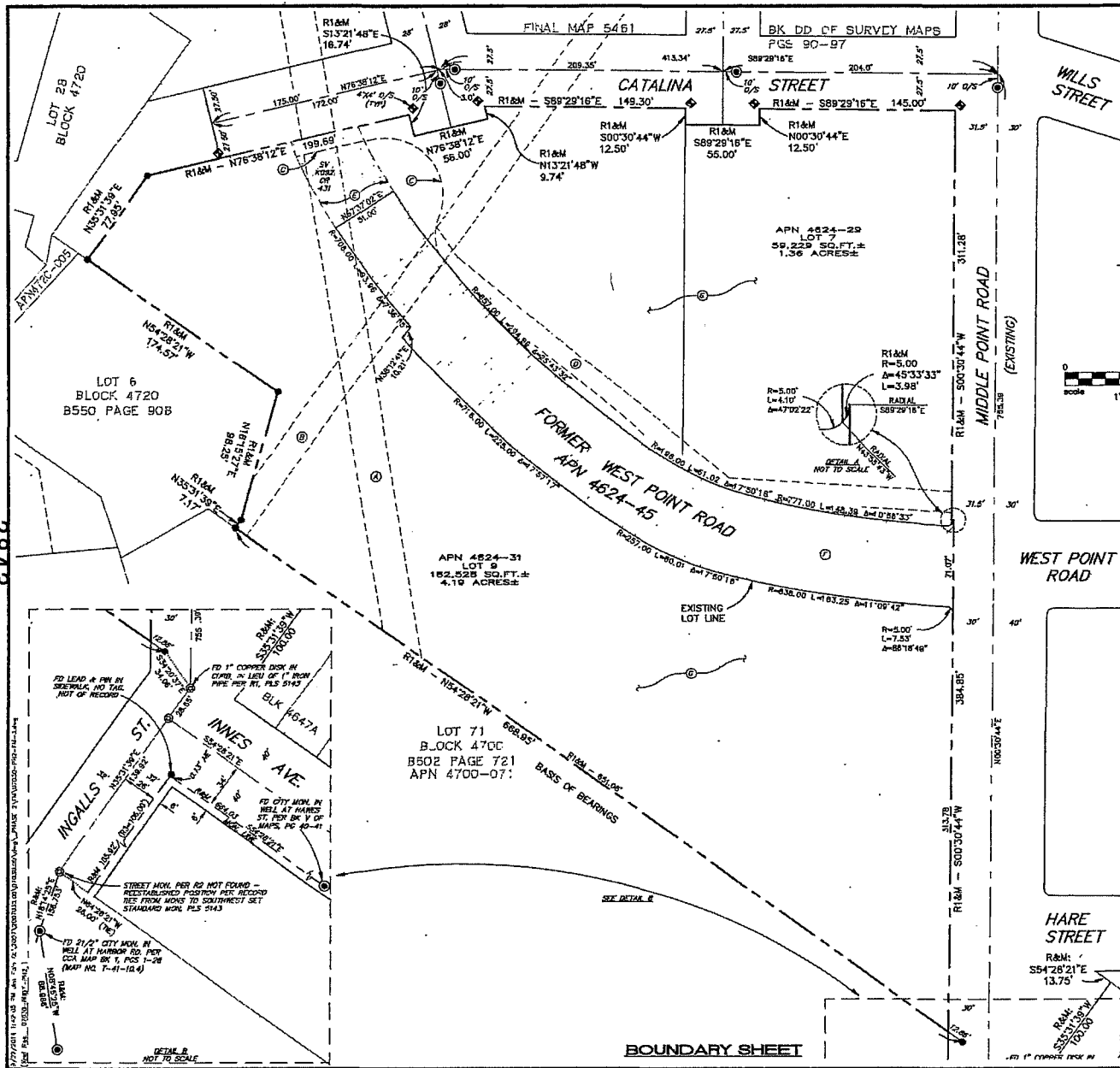
SEPTEMBER 2014
A.B. 4624 - LOTS 29, 31 & 45

SHEET 1 OF 5 SHEETS
227-229 WEST POINT RD.

PROJECT NO. 20070701C1

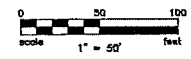
287

2843



LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- MONUMENT LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ⊙ SET STANDARD CITY MONUMENT STAMPED 5143
- SET 1" OR 1 1/2" IRON PIPES TAGGED PLS 5143
- ◆ SET 1" BRASS DISK, PLS 5143, AT 4' O/S (TYPICAL)
- ⊕ FOUND 1" BRASS DISK PER R1
- ⊙ FOUND STANDARD CITY MONUMENT
- FOUND 1" OR 1 1/2" IRON PIPES TAGGED PLS 5143, PER R1
- PSDE PRIVATE STORM DRAIN EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- ESAE EMERGENCY SERVICES ACCESS EASEMENT
- M MEASURED
- O/S OFFSET
- WLE WATERLINE EASEMENT
- ▭ AREA OF STREET VACATION PER DOC. NO. 2014-0873429
- ▭ AREA OF STREET VACATION PER DOC. NO. 2010-0334743



EXISTING EASEMENT KEY

- Ⓐ EXISTING 25' SEWER EASEMENT PER R149 ON J06
- Ⓑ EXISTING 20' WIDE P.C.A.E. EASEMENT PER 3096 ON R0
- Ⓒ EXISTING PAE, EAVE PER BOOK DD OF SURVEY MAPS, PAGES 90-97
- Ⓓ EXISTING SSE PER BOOK DD OF SURVEY MAPS, PAGES 90-97
- Ⓔ EXISTING RESERVATION OF EASEMENT PER INSTRUMENT NO. 2010-006686 IN FAVOR OF AMERICAN TELEPHONE & TELEGRAPH CO., PACIFIC GAS & ELECTRIC COMPANY & CITY & COUNTY OF SAN FRANCISCO
- Ⓕ EXISTING RESERVATION OF EASEMENT FOR THE BENEFIT OF THE CITY AND COUNTY OF SAN FRANCISCO
- Ⓖ EXISTING COAST EASEMENT PER INSTRUMENT NO. 2007-149802, (AFFECTS ALL OF LOT 7 AND A BLOCK 4834)

BASIS OF BEARINGS

BEING NORTH 54°28'21" WEST 66.3.95' ALONG THE SOUTHWESTERLY LINE OF LOT 9 AS SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 5461" FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, SAN FRANCISCO CITY AND COUNTY RECORDS & AS SHOWN HEREON

REFERENCE

- R1- FINAL MAP NO. 5461, BOOK DD OF SURVEY MAPS, PAGES 90-97
- R2- MAP OF NORTHBRIDGE COOPERATIVE HOMES, CCA MAP BOOK 1, PGS 1-28.
- R3- SFRA ROS BOOK V, PAGES 40-41

FINAL MAP NO. 7545

A 377 MIXED USE RESIDENTIAL AND COMMERCIAL CONDOMINIUM PROJECT WITHIN 5 BUILDABLE LOTS BEING A MERGER AND RESUBDIVISION OF LOT 7 AND LOT 9 OF FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, SAN FRANCISCO CITY AND COUNTY RECORDS AND THAT PORTION OF WEST POINT ROAD VACATED BY SAN FRANCISCO BOARD OF SUPERVISORS' ORDINANCE NO. 40-14.

6.3 ACRES
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA



CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

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SEPTEMBER 2014
 A.B. 4624 - LOTS 29, 31 & 45

SHEET 3 OF 5 SHEETS

PROJECT NO. 200703021

227-229 WEST POINT RD.

BOUNDARY SHEET

DETAIL A NOT TO SCALE

DETAIL B NOT TO SCALE

DETAIL C NOT TO SCALE

