



## TENTATIVE MAP DECISION

Date: May 6, 2020

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

<b>Project ID:</b> 10537			
<b>Project Type:</b> 24 Residential and 1 Commercial mixed-use units New Condominiums			
<b>Address#</b>	<b>StreetName</b>	<b>Block</b>	<b>Lot</b>
603	TENNESSEE ST	3995	015
<b>Tentative Map Referral</b>			

Attention: Mr. Corey Teague.

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

(\*In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.)

Sincerely,

**Adrian VerHagen** Digitally signed by Adrian VerHagen  
 Date: 2020.05.06 16:15:07 -07'00'

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

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

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

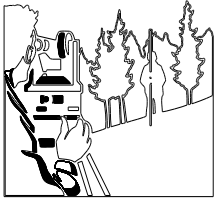
The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

**PLANNING DEPARTMENT**

Signed

Date

Planner's Name   
 for, Corey Teague, Zoning Administrator



## **LETTER OF TRANSMITTAL**

**DATE:** April 27, 2020

**JOB NUMBER:** 1964-16

**TO:** Department of Planning  
1660 Mission Street  
San Francisco, CA 94103

**SUBJECT:** New Construction Condominium 603 Tennessee Street, San Francisco, CA  
Block 3995 Lot 015

**TRANSMITTING THE FOLLOWING:** -Attached

- ⇒ Copy of signed application **Electronic**
- ⇒ Checklist **Electronic**
- ⇒ Tentative Vesting Final Map **Electronic**
- ⇒ Preliminary Title Report **Electronic**
- ⇒ Previous Land Use **Electronic**
- ⇒ Permit Numbers **Electronic**
- ⇒ Owner's Release in Common Areas **Electronic**
- ⇒ Photographs of subject property **Electronic**
- ⇒ Draft Proposition "M" findings **Electronic**

### **REMARKS:**

If you have any questions or need additional information, please do not hesitate to call (415) 921-7690.

Regards,

Michelle Petty

### E. NEW CONDOMINIUM APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order?		Official Use Only:	No.	Item Description and Order	Total of copies	Which and how many of total required items are needed for each agency?			Form No. (where applicable)
Yes	No	OK?				SFPW	DCP	DBI	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.	Four (4) copies of Tentative Parcel Map [SFPW copies: 3-BSM Mapping Section; 1-City Planning One additional copy will be required if project falls within the jurisdiction of SFRA (See Page 8).	4	3	1	1*	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.	Six (6) copies of Tentative Final Map [SFPW copies: 5-BSM Mapping Section; 1-City Planning One additional copy will be required if project falls within the jurisdiction of SFRA (See Page 8).	6	5	1	1*	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.	Subdivision Fee (\$_____)	1				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.	Preliminary Title Report (dated within 3 months)	2	1	1		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.	Grant Deeds and any other recorded documents for: <input type="checkbox"/> Subject Site and <input type="checkbox"/> Adjoiners	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.	Previous Land Use.	2	1	1		Form No. 1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6a.	Permit numbers for any approved building permits	2	1	1		Form No. 1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.	Owner's Release of Interest in Common Areas [Sec. 1323 (6)]	2	1	1		Form No. 2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	Neighborhood notification packet for Tentative Map decision. <input type="checkbox"/> 300-Foot Radius Map <input type="checkbox"/> Address List <input type="checkbox"/> Envelopes	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] <input type="checkbox"/> Front photo from the street looking at the property, including sidewalk without obstructions <input type="checkbox"/> Photo from left side showing property line and sidewalk fronting subject site <input type="checkbox"/> Photo from right side showing property line and sidewalk fronting subject site <input type="checkbox"/> Photo of rear of property	3	2	1		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]	2	1	1		Form No. 3
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11.	Review by Department of Building Inspection, if required, See Page 9.	1			1	Form No. 4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12.	Provide proposed sales prices for Below Market Rate (BMR) units (Form No. 1)	1	1			Form No. 1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13.	A copy of the signed Planning Dept. or Planning Commission motion approving the project	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14.	Provide copies of any Notices of Special Restrictions associated with this site.	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15.	3R report <u>required</u> for existing dwelling units-See Page 9 for details.	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.	Copy of Building Permits-See Page 9 for details.	1	1			

**\* ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 11**

(Required for all New Condominium Applications)

**D. APPLICATION**

Property Address: 603 Tennessee St., San Francisco, CA

Assessor's Block: 3995 Lot Number(s): 015

For SFPW-BSM use only  
ID No.: \_\_\_\_\_

<b>Owner:</b>	
Name:	Andrey Libov for SOL Properties, LLC
Address:	1956 San Carlos Avenue, San Carlos, CA 94070
Phone:	415.760.0192
E-mail:	alibov@gmail.com
<b>Attorney's Information: (If Any)</b>	
Name:	
Address:	
Phone:	
E-mail:	
<b>Surveyor preparing the subdivision map:</b>	
Name:	Frederick T. Seher and Associates, Inc.
Address:	841 Lombard Street, San Francisco, CA 94133
Phone:	415.921.7690
E-mail:	
<b>Subdivider: (If different from owner)</b>	
Name:	
Address:	

Number of Units in Project: 25

This subdivision creates an airspace:  No  Yes (shown on Tentative Map)  
 This subdivision creates an addition to an existing building  No  Yes (shown on Tentative Map)

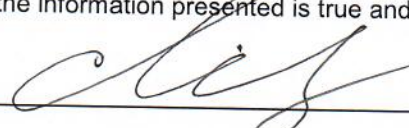
Check only one of the following options:

	Indicate project type
<b>Residential Only</b>	<input type="checkbox"/>
<b>Mixed-Use</b>	<input checked="" type="checkbox"/> If checked, Number of residential unit(s): <u>24</u> Number of commercial unit(s): <u>1</u>

**STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO**

I (We) Andrey Libov for SOL Properties, LLC  
 (Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: \_\_\_\_\_ Signed: 

Date: \_\_\_\_\_ Signed: \_\_\_\_\_





**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.*

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 400, Concord, CA 94520

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
455 Market Street, Suite 2100 • San Francisco, CA 94105  
(415)788-0871 • FAX (415)896-9427

**Another Prompt Delivery From Chicago Title Company Title Department  
Where Local Experience And Expertise Make A Difference**

**PRELIMINARY REPORT**

**Amendment - A**

Title Officer: Jeff Martin  
Email: [Jeff.Martin@fnf.com](mailto:Jeff.Martin@fnf.com)  
Title No.: FWPN-3551800329-JM

Escrow Officer: Michael Yip  
Email: [yipm@ctt.com](mailto:yipm@ctt.com)  
Escrow No.: FWPN-3551800329 -MY

TO: Arcon Construction, Corp.  
650 Florida Street, Suite C  
San Francisco, CA 94110  
Attn: Andrey Libov

**PROPERTY ADDRESS(ES):** 603 Tennessee Street, San Francisco, CA

**EFFECTIVE DATE: May 16, 2019 at 05:00 PM**

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)  
ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**SOL Properties LLC, a California limited liability company**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): Lot 015, Block 3995**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF TENNESSEE STREET, DISTANT THEREON 38 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF MARIPOSA STREET AND RUNNING THENCE SOUTHERLY ALONG THE SAID EASTERLY LINE OF TENNESSEE STREET 62 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 62 FEET AND THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE EASTERLY LINE OF TENNESSEE STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NUMBER 388.



**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90 1  
For: School Facility Repair and Maintenance

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

Chief Financial Officer  
San Francisco Unified School District  
135 Van Ness Ave. - Room 300  
San Francisco, CA 94102  
Phone (415) 241-6542

5. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: November 17, 2017  
Recording No.: 2017-K539880-00, of Official Records

Reference is made to said document for full particulars.

6. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: April 6, 2018  
Recording No.: 2018-K598656-00, of Official Records

Reference is made to said document for full particulars.

**EXCEPTIONS**  
(continued)

7. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$12,420,000.00  
Dated: June 15, 2018  
Trustor/Grantor: SOL Properties LLC, a California limited liability company  
Trustee: Chicago Title Company  
Beneficiary: Avidbank  
Loan No.: Non Shown  
Recording Date: June 26, 2018  
Recording No.: 2018-K632567, of Official Records

8. A UCC financing statement as follows:

Debtor: Sol Properties, LLC  
Secured Party: Avidbank  
Recording Date: June 26, 2018  
Recording No.: 2018-K632569-00, of Official Records

9. A claim of mechanic's lien or materialman's lien

Claimant: Teichert Pipelines, Inc.  
Amount: \$925,156.66  
Recording Date: April 24, 2019  
Recording No.: 2019-K759784, of Official Records

RK/vam  
05/29/19

**END OF EXCEPTIONS**

## NOTES

**Note 1.** No known matters otherwise appropriate to be shown have been deleted from this report, which is not a policy of title insurance but a report to facilitate the issuance of a policy of title insurance.

For the purposes of policy issuance, items, if any, which may be eliminated on the basis of an indemnity agreement or other agreement satisfactory to the Company are as follows:

None

**Note 2.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Id No.:	3995-015
Fiscal Year:	2018-2019
1st Installment:	\$26,053.76
2nd Installment:	\$26,053.76
Land:	\$4,317,660.00
Improvements:	\$52,020.00
Code Area:	1000
Bill No.:	140091

**Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 603 Tennessee Street, San Francisco, CA, to an Extended Coverage Loan Policy.

**Note 4.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**Note 5.** Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.

**Note 6.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**Note 7.** Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)  
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)  
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)  
\$5,000,000 or More but Less than \$10,000,000 at \$11.25 for each \$500 (\$22.50 per thousand)  
\$10,000,000.00 or More but Less than \$24,999,000 at \$13.75 for each \$500 (\$27.50 per thousand)  
\$25,000,000.00 or More at \$15.00 for each \$500.00 or portion thereof (\$30.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

**Note 8.** There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

**NOTES**  
(continued)

- Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 10.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 11.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**END OF NOTES**



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



# ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**[PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

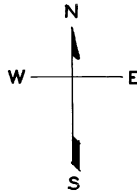
#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

NEW POTRERO BLK. 388

**LOTS MERGED**

*LOTS 4/6-8/3 INTO LOT 3-1946*  
lots 1&2&16 into lots 22 to 25 for 1994 roll  
lot 21 into lots 26 to 29 for 1997 roll  
lot 14 into lots 30 to 33 for 1998 roll  
lot 27 into lots 49 to 52 for 1998 roll  
lot 17 into lots 35 to 44 for 1999 roll  
lot 24 into lots 105 to 124 for 2000 roll  
lot 25 into lots 89 to 104 for 2000 roll  
lot 26 into lots 45 to 48 for 2002 roll  
lot 34 into lots 73 to 88 for 2002 roll  
lots 28&29 into lot 34 for 2002 roll  
lot 19 into lots 57 to 72 for 2002 roll  
lot 23 into lots 125 to 162 for 2003 roll



**REVISED 1992**

" 193  
" 194  
Revised 1997  
Revised 1998  
Revised 1999  
Revised 2000  
Revised 2002  
Revised 2003

**PIQ**

MARIPOSA

**615 TENNESSEE ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
30	101		24.16
31	102		27.04
32	103		24.16
33	104		24.64

**2080 THIRD ST.**  
A CONDOMINIUM

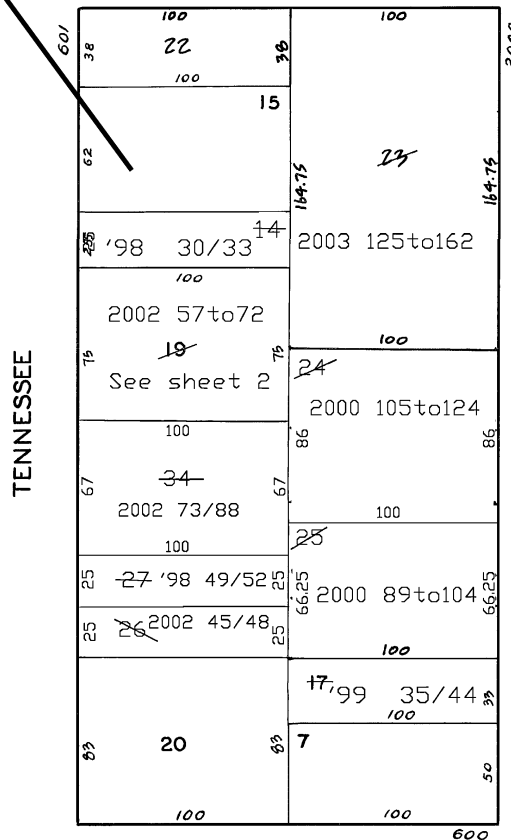
LOT	UNIT	% COMM.	AREA
35	1		15.90
36	2		8.15
37	3		9.36
38	4		9.33
39	5		9.17
40	6		15.40
41	7		9.01
42	8		8.51
43	9		6.83
44	10		8.34

**675 TENNESSEE ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
49	A		23.19
50	B		30.11
51	C		23.19
52	D		23.51

**2068 3RD ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
89	1		5.761
90	2		4.335
91	3		4.871
92	4		4.899
93	5		4.871
94	6		4.899
95	7		3.861
96	8		4.899
97	9		7.266
98	10		7.420
99	11		8.641
100	12		8.418
101	14		8.418
102	15		8.641
103	16		8.418
104	17		4.380



**685 TENNESSEE ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
45	101		22.85
46	102		31.18
47	201		22.85
48	202		23.12

**655 TENNESSEE ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
73	101		5.434
74	102		4.697
75	103		4.719
76	104		4.681
77	105		4.719
78	106		4.746
79	107		5.526
80	108		4.697
81	201		6.972
82	202		7.546
83	203		8.294
84	204		7.530
85	205		8.294
86	206		7.628
87	207		6.972
88	208		7.546

**2030 3RD ST.**  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
105	1		2.65
106	2		3.28
107	3		5.19
108	4		3.72
109	5		3.83
110	6		3.72
111	7		5.07
112	8		3.72
113	9		4.46
114	10		3.73
115	11		5.08
116	12		5.54
117	13		6.52
118	14		6.32
119	15		6.52
120	16		6.00
121	17		6.52
122	18		6.25
123	19		5.63
124	20		6.25

**Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.**





# Form No. 2

## Owner's Release of Interest in Common Areas

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title, or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.

Dated: \_\_\_\_\_

Signed:  \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_



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# Form No. 3

## **Proposition "M" Findings Form** The Eight Priority Policies of Section 101.1 of the San Francisco Planning Code

Date: \_\_\_\_\_

City Planning Case No. 201602260673 S/R 3 (if available)

Address 603 Tennessee Street, San Francisco, CA

Assessor's Block 3995 Lot(s) 015

Proposal: 25 Unit Mixed Use New Condominium

### **EIGHT PRIORITY GENERAL PLAN POLICIES**

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

**INSTRUCTIONS TO APPLICANTS:** Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

As per Variance exception CASE NO. 2015-011202VAR: Existing neighborhood retail uses will not be adversely affected by the proposed project.

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 project will be in keeping with the existing housing and neighborhood character.

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

The proposed project will provide 3 onsite affordable dwelling units which will have a positive effect on the City's supply of affordable housing.

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

The proposed project does not adversely affect neighborhood parking or public transit.

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 resident employment and ownership in these sectors be enhanced;

The project will have no effect on the City's industrial and service sectors that was not previously identified in the Eastern Neighborhood PEIR.

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

The proposed project will have no effect on the City's preparedness to protect against injury and loss of life. The building will be built to comply with the City's Seismic requirements.

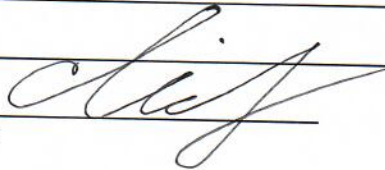
7. That landmarks and historic buildings be preserved; and

The project will have no effect on the City's landmarks or historic buildings.

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

The project would not affect any existing or planned public parks or open spaces.

Signature of Applicant



Date



# SAN FRANCISCO PLANNING DEPARTMENT

## Certificate of Determination COMMUNITY PLAN EVALUATION

Case No.: 2015-011202ENV  
 Project Address: 603 Tennessee Street  
 Zoning: UMU (Urban Mixed Use) District  
 58-X Height and Bulk District  
 Life Science and Medical Special Use District  
 Block/Lot: 3995/015  
 Lot Size: 6,198 square feet  
 Plan Area: Eastern Neighborhoods Area Plan, Central Waterfront  
 Project Sponsor: Neil Kaye, Natoma Architects Inc., (415) 626-8977  
 Staff Contact: Julie Moore, (415) 575-8733, Julie.Moore@sfgov.org

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

The proposed project would demolish the existing two-story, 18-foot-tall, approximately 8,600-square foot (sf) building and construct a six-story, approximately 24,100-sf, mixed-use building. The proposed building would be 58 feet tall, excepting elevator and stair penthouses up to 11.5 feet in height, and would include 24 dwelling units consisting of one three-bedroom, 16 two-bedroom and 7 one-bedroom units. The ground floor (1<sup>st</sup> level) would encompass a 2,260-sf off-street parking garage with 17 vehicle spaces and 36 Class I bicycle spaces, a 1,060-sf art studio, and a 320-sf lobby. Open space would include a common 1,600-sf rooftop deck, a 294-sf central courtyard, and four 300-sf private decks on the second floor. Streetscape changes would remove two existing approximately 13-foot-wide curb cuts on Tennessee Street and install one new 10-foot-wide driveway for vehicular access from Tennessee Street to the parking garage. In addition, four Class II bicycle spaces and three street trees are proposed along Tennessee Street. No excavation would be required for project construction; however, building foundation installation would result in some subsurface disturbance.

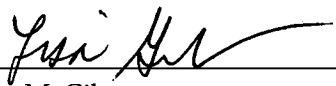
(Continued on next page.)

### CEQA DETERMINATION

The project is eligible for streamlined environmental review per Section 15183 of the California Environmental Quality Act (CEQA) Guidelines and California Public Resources Code Section 21083.3

### DETERMINATION

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

  
 \_\_\_\_\_  
 Lisa M. Gibson  
 Environmental Review Officer

6/7/17  
 \_\_\_\_\_  
 Date



cc: Neil Kaye, Natoma Architects, Project Sponsor; Supervisor Malia Cohen, District 10; Kimberly Durandet, Current Planning Division; Virna Byrd, M.D.F.; Exemption/Exclusion File

## PROJECT DESCRIPTION (continued)

The project site is located along the east side of Tennessee Street, between Mariposa Street and 18<sup>th</sup> Street, in San Francisco's Central Waterfront (aka Dogpatch) neighborhood. The existing building on the site has been used for a mix of residential, office, and PDR (art studio) uses. Adjacent uses include several five-story residential developments to the south, one-story warehouse and automobile repair facilities across Tennessee Street to the west, a vacant parcel to the north, and a four-story residential development to the east. The UCSF Mission Bay medical facility campus is approximately 150-feet to the north, across Mariposa Street. The Third Street light rail line is one block (approximately 250 feet) to the east.

## PROJECT APPROVAL

The proposed project would require the following approvals:

- Exceptions from the Planning Code's requirements for the following: rear yard (Section 134); permitted obstructions (Section 136); dwelling unit exposure (Section 140); and ground floor transparency (Section 145.1) – (*Zoning Administrator*)
- **Demolition Permit** (*Planning Department and Department of Building Inspection*)
- **Site/Building Permit** (*Planning Department and Department of Building Inspection*)

The proposed project is subject to Large Project Authorization from the Planning Commission, which is the Approval Action for the project. The Approval Action date establishes the start of the 30-day appeal period for this CEQA determination pursuant to Section 31.04(h) of the San Francisco Administrative Code.

## COMMUNITY PLAN EVALUATION OVERVIEW

California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 provide projects that are consistent with the development density established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified, shall not be subject to additional environmental review except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. Section 15183 specifies that examination of environmental effects shall be limited to those effects that: a) are peculiar to the project or parcel on which the project would be located; b) were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent; c) are potentially significant off-site and cumulative impacts that were not discussed in the underlying EIR; or d) are previously identified in the EIR, but which, as a result of substantial new information that was not known at the time that the EIR was certified, are determined to have a more severe adverse impact than that discussed in the underlying EIR. Section 15183(c) specifies that if an impact is not peculiar to the parcel or to the proposed project, then an EIR need not be prepared for the project solely on the basis of that impact.

This determination evaluates the potential project-specific environmental effects of the 603 Tennessee Street project described above, and incorporates by reference information contained in the Programmatic EIR for the Eastern Neighborhoods Rezoning and Area Plans (PEIR)<sup>1</sup>. Project-specific studies were

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<sup>1</sup> Planning Department Case No. 2004.0160E and State Clearinghouse No. 2005032048

prepared for the proposed project to determine if the project would result in any significant environmental impacts that were not identified in the Eastern Neighborhoods PEIR.

After several years of analysis, community outreach, and public review, the Eastern Neighborhoods PEIR was adopted in December 2008. The Eastern Neighborhoods PEIR was adopted in part to support housing development in some areas previously zoned to allow industrial uses, while preserving an adequate supply of space for existing and future production, distribution, and repair (PDR) employment and businesses. The Eastern Neighborhoods PEIR also included changes to existing height and bulk districts in some areas, including the project site at 603 Tennessee Street.

The Planning Commission held public hearings to consider the various aspects of the proposed Eastern Neighborhoods Rezoning and Area Plans and related Planning Code and Zoning Map amendments. On August 7, 2008, the Planning Commission certified the Eastern Neighborhoods PEIR by Motion 17659 and adopted the Preferred Project for final recommendation to the Board of Supervisors.<sup>2,3</sup>

In December 2008, after further public hearings, the Board of Supervisors approved and the Mayor signed the Eastern Neighborhoods Rezoning and Planning Code amendments. New zoning districts include districts that would permit PDR uses in combination with commercial uses; districts mixing residential and commercial uses and residential and PDR uses; and new residential-only districts. The districts replaced existing industrial, commercial, residential single-use, and mixed-use districts.

The Eastern Neighborhoods PEIR is a comprehensive programmatic document that presents an analysis of the environmental effects of implementation of the Eastern Neighborhoods Rezoning and Area Plans, as well as the potential impacts under several proposed alternative scenarios. The Eastern Neighborhoods Draft EIR evaluated three rezoning alternatives, two community-proposed alternatives which focused largely on the Mission District, and a “No Project” alternative. The alternative selected, or the Preferred Project, represents a combination of Options B and C. The Planning Commission adopted the Preferred Project after fully considering the environmental effects of the Preferred Project and the various scenarios discussed in the PEIR. The Eastern Neighborhoods PEIR estimated that implementation of the Eastern Neighborhoods Plan could result in approximately 7,400 to 9,900 net dwelling units and 3,200,000 to 6,600,000 square feet of net non-residential space (excluding PDR loss) built in the Plan Area throughout the lifetime of the Plan (year 2025). The Eastern Neighborhoods PEIR projected that this level of development would result in a total population increase of approximately 23,900 to 33,000 people throughout the lifetime of the plan.<sup>4</sup>

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

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<sup>2</sup> San Francisco Planning Department. Eastern Neighborhoods Rezoning and Area Plans Final Environmental Impact Report (FEIR), Planning Department Case No. 2004.0160E, certified August 7, 2008. Available online at: <http://www.sf-planning.org/index.aspx?page=1893>, accessed August 17, 2012.

<sup>3</sup> San Francisco Planning Department. San Francisco Planning Commission Motion 17659, August 7, 2008. Available online at: <http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=1268>, accessed August 17, 2012.

<sup>4</sup> Table 2 Forecast Growth by Rezoning Option Chapter IV of the Eastern Neighborhoods Draft EIR shows projected net growth based on proposed rezoning scenarios. A baseline for existing conditions in the year 2000 was included to provide context for the scenario figures for parcels affected by the rezoning.

As a result of the Eastern Neighborhoods rezoning process, the project site has been rezoned to UMU (Urban Mixed Use) District. The UMU District is intended to promote a vibrant mix of uses while maintaining the characteristics of this formerly industrially-zoned area. It is also intended to serve as a buffer between residential districts and PDR districts in the Eastern Neighborhoods. The proposed project and its relation to PDR land supply and cumulative land use effects is discussed further in the Community Plan Exemption (CPE) Initial Study under Land Use. The 603 Tennessee Street site, which is located in the Central Waterfront area of the Eastern Neighborhoods, was designated as a site with a building height limit of 58 feet.

Individual projects that could occur in the future under the Eastern Neighborhoods Rezoning and Area Plans will undergo project-level environmental evaluation to determine if they would result in further impacts specific to the development proposal, the site, and the time of development and to assess whether additional environmental review would be required. This determination concludes that the proposed project at 603 Tennessee Street is consistent with and was encompassed within the analysis in the Eastern Neighborhoods PEIR, including the Eastern Neighborhoods PEIR development projections. This determination also finds that the Eastern Neighborhoods PEIR adequately anticipated and described the impacts of the proposed 603 Tennessee Street project, and identified the mitigation measures applicable to the 603 Tennessee Street project. The proposed project is also consistent with the zoning controls and the provisions of the Planning Code applicable to the project site.<sup>5,6</sup> Therefore, no further CEQA evaluation for the 603 Tennessee Street project is required. In sum, the Eastern Neighborhoods PEIR and this Certificate of Determination for the proposed project comprise the full and complete CEQA evaluation necessary for the proposed project.

## PROJECT SETTING

As noted above, the project site is located on a block bounded by Mariposa Street to the north, Third Street to the east, 18th Street to the south, and Tennessee Street to the west, in San Francisco's Central Waterfront (aka Dogpatch) neighborhood. On this block, Tennessee Street is a two-lane, two-way street with perpendicular parking on the east side adjacent to the site and a parallel parking lane on the west side. Mariposa is a four-lane, east-west two-way street. Third Street is a six-lane, north-south two-way street, with center-running dedicated light rail tracks accounting for two of the lanes. The project site and vicinity are generally flat.

The project site is bordered by four- and five-story residential developments to the east and south; a five-story residential development is proposed on the vacant parcel adjacent to the north. Across Tennessee Street to the west are several one-story warehouse-type buildings occupied by automobile repair, storage, and other light industrial uses. Other uses in the project vicinity (within an approximately one block radius) are primarily light industrial, office and residential. Buildings in the project vicinity generally range from one to four stories in height and are a combination of early Twentieth Century and more contemporary architectural styles. Most structures are built to the property line.

The project block, as well as large portions of the surrounding blocks between Mariposa Street (100 feet to the north) and 22<sup>nd</sup> Street (approximately 0.25-mile to the south), are zoned Urban Mixed Use (UMU)

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<sup>5</sup> San Francisco Planning Department, Community Plan Exemption Eligibility Determination, Citywide Planning and Policy Analysis, 603 Tennessee Street, February 2, 2017. This document (and all other documents cited in this report, unless otherwise noted), is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, as part of Case File No. 2015-011202ENV.

<sup>6</sup> San Francisco Planning Department, Community Plan Exemption Eligibility Determination, Current Planning Analysis, 603 Tennessee Street, December 14, 2016.

(same as the project site), and contain a variety of uses, including residential, retail, production, distribution and repair (PDR), and office as well as vacant lots. Projects that have been either proposed or approved within this area include a 20-unit residential development at 595 Mariposa Street (adjacent to the north), a 340-unit residential development at 800 Indiana Street, a 59-unit residential development at 777 Tennessee Street, a mixed-use project with 111 residential units and approximately 1,900 sf of ground-floor neighborhood-serving retail uses at 650 Indiana Street, an 88-unit residential development at 815 Tennessee Street, a 110-residential unit mixed use development at 888 Tennessee Street, a 39-unit residential development at 901 Tennessee Street, and a 103-unit residential development at 950 Tennessee Street.

The Mission Bay Redevelopment Area (currently under the jurisdiction of the Office of Community Investment and Infrastructure), which contains the UCSF Mission Bay campus and hospital, is located approximately 150 feet to the north of the project site. Mariposa Park is located approximately 400 feet northwest of the site. Other approved projects within the Mission Bay Redevelopment Area that are within 0.25-mile of the site include the Golden State Warriors event center and an Uber Technologies office development. The waterfront east of Third Street, approximately 250 feet east of the site, is zoned Heavy Industrial (M-2) and Production, Distribution and Repair-1-General (PDR-1-G). Future potential development on the waterfront includes the Pier 70 Mixed-Use District project, about 0.25-mile to the southeast of the site.

## POTENTIAL ENVIRONMENTAL EFFECTS

The Eastern Neighborhoods PEIR included analyses of environmental issues including: land use; plans and policies; visual quality and urban design; population, housing, business activity, and employment (growth inducement); transportation; noise; air quality; parks, recreation and open space; shadow; archeological resources; historic architectural resources; hazards; and other issues not addressed in the previously issued initial study for the Eastern Neighborhoods Rezoning and Area Plans. The proposed 603 Tennessee Street project is in conformance with the height, use and density for the site described in the Eastern Neighborhoods PEIR and would represent a small part of the growth that was forecast for the Eastern Neighborhoods plan areas. Thus, the plan analyzed in the Eastern Neighborhoods PEIR considered the incremental impacts of the proposed 603 Tennessee Street project. As a result, the proposed project would not result in any new or substantially more severe impacts than were identified in the Eastern Neighborhoods PEIR.

Significant and unavoidable impacts were identified in the Eastern Neighborhoods PEIR for the following topics: land use, historic architectural resources, transportation and circulation, and shadow. By removing PDR uses and adding new residents, the proposed project would contribute to the identified impacts on land use and transportation; however, the project would not contribute to impacts on historic architectural resources and shadow.

The Eastern Neighborhoods PEIR identified feasible mitigation measures to address significant impacts related to noise, air quality, archeological resources, historical resources, hazardous materials, and transportation. **Table 1** below lists the mitigation measures identified in the Eastern Neighborhoods PEIR and states whether each measure would apply to the proposed project.

**Table 1 – Eastern Neighborhoods PEIR Mitigation Measures**

<b>Mitigation Measure</b>	<b>Applicability</b>	<b>Compliance</b>
<b>F. Noise</b>		
F-1: Construction Noise (Pile Driving)	Not Applicable: pile driving not proposed	N/A
F-2: Construction Noise	Applicable: temporary construction noise from use of heavy equipment	The project sponsor has agreed to develop and implement measures to reduce construction noise.
F-3: Interior Noise Levels	Not Applicable: CEQA generally no longer requires the consideration of the effects of existing environmental conditions on a proposed project's future users or residents.	N/A
F-4: Siting of Noise-Sensitive Uses	Not Applicable: CEQA generally no longer requires the consideration of the effects of existing environmental conditions on a proposed project's future users or residents.	N/A
F-5: Siting of Noise-Generating Uses	Not applicable: the project does not include any noise-generating uses.	N/A
F-6: Open Space in Noisy Environments	Not Applicable: CEQA generally no longer requires the consideration of the effects of existing environmental conditions on a proposed project's future users or residents.	N/A
<b>G. Air Quality</b>		
G-1: Construction Air Quality	Not Applicable: the project site is not within an identified Air Pollutant Exposure Zone	N/A
G-2: Air Quality for Sensitive Land Uses	Not Applicable: The project site is not in an area of poor air quality.	N/A

<b>Mitigation Measure</b>	<b>Applicability</b>	<b>Compliance</b>
G-3: Siting of Uses that Emit DPM	Not Applicable: new sources of DPM are not proposed	N/A
G-4: Siting of Uses that Emit other TACs	Not Applicable: the proposed residential and art studio uses are not expected to emit substantial levels of other TACs.	N/A
<b>J. Archeological Resources</b>		
J-1: Properties with Previous Studies	Not Applicable: no archaeological research design and treatment plan is on file for the project site.	N/A
J-2: Properties with no Previous Studies	Applicable: building footings would affect subsurface conditions	The project sponsor has agreed to implement measures to reduce impacts related to the inadvertent discovery of archeological resources.
J-3: Mission Dolores Archeological District	Not Applicable: the project site is not within the Mission Dolores Archeological District	N/A
<b>K. Historical Resources</b>		
K-1: Interim Procedures for Permit Review in the Eastern Neighborhoods Plan area	Not Applicable: plan-level mitigation completed by Planning Department	N/A
K-2: Amendments to Article 10 of the Planning Code Pertaining to Vertical Additions in the South End Historic District (East SoMa)	Not Applicable: plan-level mitigation completed by Planning Commission	N/A
K-3: Amendments to Article 10 of the Planning Code Pertaining to Alterations and Infill Development in the Dogpatch Historic District (Central Waterfront)	Not Applicable: plan-level mitigation completed by Planning Commission	N/A
<b>L. Hazardous Materials</b>		
L-1: Hazardous Building Materials	Applicable: the project involves interior demolition of a building with potentially hazardous building materials	The project sponsor has agreed to remove and dispose of any equipment containing PCBs or DEHP according to applicable laws prior to demolition.

Mitigation Measure	Applicability	Compliance
<b>E. Transportation</b>		
E-1: Traffic Signal Installation	Not Applicable: automobile delay removed from CEQA analysis	N/A
E-2: Intelligent Traffic Management	Not Applicable: automobile delay removed from CEQA analysis	N/A
E-3: Enhanced Funding	Not Applicable: automobile delay removed from CEQA analysis	N/A
E-4: Intelligent Traffic Management	Not Applicable: automobile delay removed from CEQA analysis	N/A
E-5: Enhanced Transit Funding	Not Applicable: plan level mitigation by SFMTA	N/A
E-6: Transit Corridor Improvements	Not Applicable: plan level mitigation by SFMTA	N/A
E-7: Transit Accessibility	Not Applicable: plan level mitigation by SFMTA	N/A
E-8: Muni Storage and Maintenance	Not Applicable: plan level mitigation by SFMTA	N/A
E-9: Rider Improvements	Not Applicable: plan level mitigation by SFMTA	N/A
E-10: Transit Enhancement	Not Applicable: plan level mitigation by SFMTA	N/A
E-11: Transportation Demand Management	Not Applicable: plan level mitigation by SFMTA	N/A

Please see the attached Mitigation Monitoring and Reporting Program (MMRP) for the complete text of the applicable mitigation measures. With implementation of these mitigation measures the proposed project would not result in significant impacts beyond those analyzed in the Eastern Neighborhoods PEIR.

## PUBLIC NOTICE AND COMMENT

A “Notification of Project Receiving Environmental Review” was mailed on March 11, 2016 to adjacent occupants and owners of properties within 300 feet of the project site. Overall, concerns and issues raised by the public in response to the notice were taken into consideration and incorporated in the environmental review as appropriate for CEQA analysis. Two comments were received. One commenter



requested information regarding the construction schedule, noise and dust which are addressed in Initial Study Sections 5 and 6. The second requested information regarding the number of projects approved in the Eastern Neighborhoods and the designation of live/work units; these comments are not regarding environmental topics and have been addressed separately. The proposed project would not result in significant adverse environmental impacts associated with the issues identified by the public beyond those identified in the Eastern Neighborhoods PEIR.

## CONCLUSION

As summarized above and further discussed in the project-specific initial study<sup>7</sup>:

1. The proposed project is consistent with the development density established for the project site in the Eastern Neighborhoods Rezoning and Area Plans;
2. The proposed project would not result in effects on the environment that are peculiar to the project or the project site that were not identified as significant effects in the Eastern Neighborhoods PEIR;
3. The proposed project would not result in potentially significant off-site or cumulative impacts that were not identified in the Eastern Neighborhoods PEIR;
4. The proposed project would not result in significant effects, which, as a result of substantial new information that was not known at the time the Eastern Neighborhoods PEIR was certified, would be more severe than were already analyzed and disclosed in the PEIR; and
5. The project sponsor will undertake feasible mitigation measures specified in the Eastern Neighborhoods PEIR to mitigate project-related significant impacts.

Therefore, no further environmental review shall be required for the proposed project pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183.

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<sup>7</sup> The CPE-Initial Study is available for review at the Planning Department, 1650 Mission Street, Suite 400, San Francisco, in Case File No. 2015-011202ENV.

**MITIGATION MONITORING AND REPORTING PROGRAM**  
**603 Tennessee Street (Case No. 2015.011202ENV)**

<b>MONITORING AND REPORTING PROGRAM</b>					
<b>Adopted Mitigation Measures</b>	<b>Responsibility for Implementation</b>	<b>Mitigation Schedule</b>	<b>Mitigation Action</b>	<b>Mitigation Reporting Responsibility</b>	<b>Monitoring Schedule</b>
<b>MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR</b>					
<b>CULTURAL AND PALEONTOLOGICAL RESOURCES</b>					
<p><b><u>Project Mitigation Measure 1 – Accidental Discovery (Eastern Neighborhoods PEIR Mitigation Measure J-2)</u></b></p> <p>The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines Section 15064.5(a) and (c). The project sponsor shall distribute the Planning Department archeological resource “ALERT” sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the “ALERT” sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) to the ERO confirming that all field personnel have received copies of the Alert Sheet.</p>	Project sponsor	Prior to any soil disturbing activities	Distribute Planning Department Archeological Resource “ALERT” sheet to Prime Contractor, sub-contractors and utilities firms	Project sponsor, archaeologist and Environmental Review Officer (ERO)	Submit signed affidavit of distribution to ERO
Should any indication of an archeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.	Head Foreman and/or project sponsor	Accidental discovery	Suspend any soils disturbing activity	Notify ERO of accidental discovery	ERO to determine additional measures
If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of an archaeological consultant from the pool of qualified archaeological consultants maintained by the Planning Department archaeologist. The archeological consultant shall advise the ERO as to whether the discovery is an archeological resource, retains sufficient integrity, and is of potential scientific/historical/cultural significance. If an archeological resource is present, the	Project Sponsor	In case of accidental discovery	If ERO determines an archeological resource may be present, services of a qualified		Considered complete upon implementation of any measures

**MONITORING AND REPORTING PROGRAM**

<b>Adopted Mitigation Measures</b>	<b>Responsibility for Implementation</b>	<b>Mitigation Schedule</b>	<b>Mitigation Action</b>	<b>Mitigation Reporting Responsibility</b>	<b>Monitoring Schedule</b>
<p>archeological consultant shall identify and evaluate the archeological resource. The archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.</p>	Archeological consultant		<p>archeological consultant to be retained. Identify and evaluate archeological resources</p>	<p>Make recommendation to the ERO</p>	<p>requested by ERO</p>
<p>Measures might include: preservation in situ of the archeological resource; an archaeological monitoring program; or an archeological testing program. If an archeological monitoring program or archeological testing program is required, it shall be consistent with the Environmental Planning (EP) division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.</p>	Project Sponsor	<p>After determination by the ERO of appropriate action to be implemented following evaluation of accidental discovery.</p>	<p>Implementation of Archeological measure required by ERO</p>		<p>Considered complete upon implementation of any measures requested by ERO</p>
<p>The project archeological consultant shall submit a Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describing the archeological and historical research methods employed in the archeological monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p>	Project Sponsor	<p>Following completion of any required archeological field program.</p>	<p>Submittal of Draft/Final FARR to ERO</p>		
<p>Copies of the Draft FARR shall be sent to the ERO for review and approval. Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound copy, one unbound copy and one unlocked, searchable PDF copy on CD three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Project Sponsor		<p>Distribution of Final FARR.</p>		

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<b>NOISE</b>					
<p><b><u>Project Mitigation Measure 2 – Construction Noise (Eastern Neighborhoods PEIR Mitigation Measure F-2).</u></b> The project sponsor shall develop a set of site-specific noise attenuation measures under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted to the Department of Building Inspection to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures shall include as many of the following control strategies as feasible:</p> <ul style="list-style-type: none"> <li>• Erect temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses;</li> <li>• Utilize noise control blankets on a building structure as the building is erected to reduce noise emission from the site;</li> <li>• Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings housing sensitive uses;</li> <li>• Monitor the effectiveness of noise attenuation measures by taking noise measurements; and</li> <li>• Post signs on-site pertaining to permitted construction days and hours and complaint procedures and who to notify in the event of a problem, with telephone numbers listed.</li> </ul>	Project sponsor; project contractor(s)	Prior to construction activities  During construction period	Prepare and submit a Noise Control Plan  Prepare and submit monthly noise reports.	San Francisco Planning Department and the Department of Building Inspection	Considered complete on submittal of final monthly report.
<b>HAZARDOUS MATERIALS</b>					
<p><b><u>Project Mitigation Measure 3 – Hazardous Building Materials (Eastern Neighborhoods PEIR Mitigation Measure L-1)</u></b></p> <p>The project sponsor shall ensure that any existing equipment containing polychlorinated biphenyls (PCBs) or di (2-ethylhexyl)phthalate (DEPH), such as fluorescent light ballasts (that may be present within the existing buildings on the project site), are removed and properly disposed of according to applicable federal, state, and local laws prior to the start of renovation, and that any fluorescent light tubes, which could contain mercury, are</p>	Planning Department and Department of Public Health (DPH)	Prior to approval of project	Comply with applicable laws during removal and disposal of any equipment containing PCBs or DEPH and	Planning Department, in consultation with DPH; where Site Mitigation Plan is required,	Considered complete upon receipt of final monitoring report at completion of

**MONITORING AND REPORTING PROGRAM**

<b>Adopted Mitigation Measures</b>	<b>Responsibility for Implementation</b>	<b>Mitigation Schedule</b>	<b>Mitigation Action</b>	<b>Mitigation Reporting Responsibility</b>	<b>Monitoring Schedule</b>
similarly removed and properly disposed of. Any other hazardous materials identified, either before or during work, shall be abated according to applicable federal, state, and local laws.			document this process	Project Sponsor or contractor shall submit a monitoring report to DPH, with a copy to Planning Department and DBI, at end of construction	construction

**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

**RECORDING REQUESTED BY**

**And When Recorded Mail To:**

**Name:** *Andrey Libov*

**Address:** *1956 San Carlos Ave*

**City:** *San Carlos*

**State:** *CA*      **ZIP:** *94070*



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2020-K947041-00**

Check Number 6667  
Tuesday, JUN 30, 2020 13:36:18  
Ttl Pd \$119.00      Rcpt # 0006207072  
car/AB/1-11

(Space Above This Line For Recorder's Use)

I (We), *Andrey Libov / SOL Properties LLC* the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

**(LEGAL DESCRIPTION AS ON DEED ATTACHED – Exhibit A)**

**BEING ASSESSOR'S BLOCK: 3995, LOT: 015;**

**COMMONLY KNOWN AS: 603 TENNESSEE STREET;**

hereby give notice that there are special restrictions on the use of said property under the Planning Code.

Said Restrictions consist of conditions attached to Building Permit Application Number 2016.0226.0667 and the conditions of the Variance Decision Letter of Case No. 2015-011202VAR to construct a six-story building with 24 Dwelling Units in the UMU (Urban Mixed-Use) Zoning District and 58-X Height and Bulk District.

The following units in the Project have been designated as affordable to satisfy the requirements of Planning Code Section 415 et. al. the Inclusionary Affordable Housing Program. The unit numbers listed below are reflected in the reduced set of plans, dated January 21, 2020 which are attached to this document.

UNIT NUMBER (PLANS)	UNIT TYPE	UNIT SIZE
201	Studio	483 square feet
302	Two-Bedroom	998 square feet
308	Two-Bedroom	998 square feet

The restrictions and conditions of which notice is hereby given are:

## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

**Affordable Units.** The following Inclusionary Affordable Housing Requirements are those in effect at the time of Planning Commission action. In the event that the requirements change, the Project shall comply with the requirements in place at the time of issuance of first construction document.

1. **Number of Required Units.** Pursuant to Planning Code Section 415.6, the Project is required to provide 12% of the proposed dwelling units as affordable to qualifying households. The Project contains 24 units; therefore, three (3) affordable units are required. The Project Sponsor will fulfill this requirement by providing the three affordable units on-site. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing and Community Development ("MOHCD").

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

2. **Unit Mix.** The Project contains eight (8) studio units, one (1) one-bedroom unit, fourteen (14) two-bedroom units and one (1) three-bedroom unit; therefore, the required affordable unit mix is one (1) studio unit and two (2) two-bedroom units. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOHCD.

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

3. **Notice of Special Restrictions.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the architectural addenda.

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

4. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than twelve percent (12%) of each phase's total number of dwelling units as on-site affordable units.

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

5. **Duration.** Under Planning Code Section 415.8, all units constructed pursuant to Section 415.6, must remain affordable to qualifying households for the life of the project.

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

## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

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

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

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

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

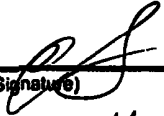


## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

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

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco; except that in the event that the zoning standards above are modified so as to be less restrictive and the uses therein restricted are thereby permitted and in conformity with the provisions of the Planning Code. This document would no longer be in effect and would be null and void.

**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

 Andrey Liba / SOL Properties LLC  
(Signature) (Printed Name)  
Dated: May 21, 2020 at Groveland, California.  
(Month, Day) (City)

\_\_\_\_\_  
(Signature) (Printed Name)  
Dated: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.  
(Month, Day) (City)

\_\_\_\_\_  
(Signature) (Printed Name)  
Dated: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.  
(Month, Day) (City)

**Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).**

# NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

## EXHIBIT "A" Legal Description

**For APN/Parcel ID(s): Lot 015, Block 3995**

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**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:**

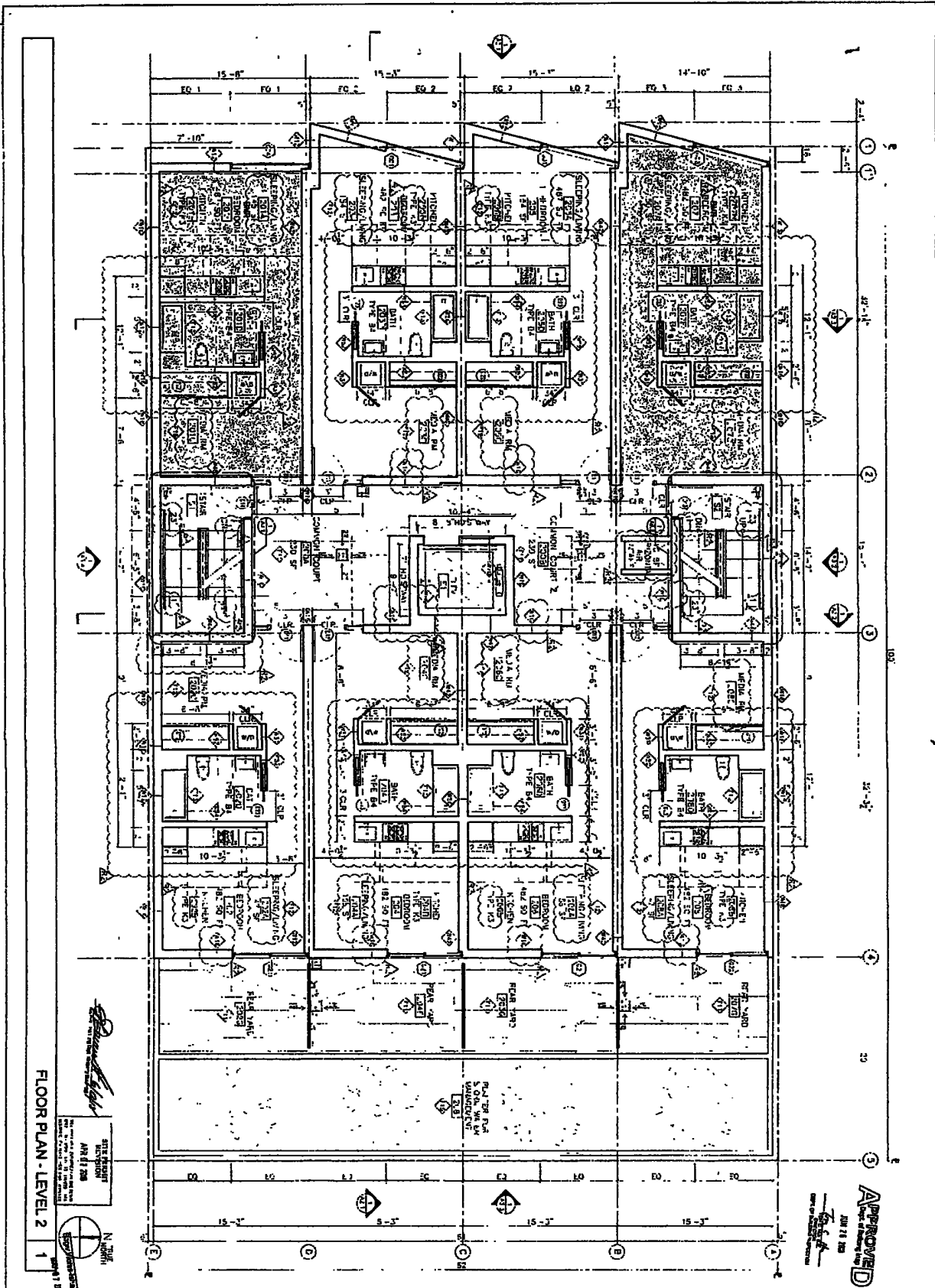
**Beginning at a point on the Easterly line of Tennessee Street, distant thereon 38 feet Southerly from the Southerly line of Mariposa Street and running thence Southerly along the said Easterly line of Tennessee Street 62 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 62 feet and thence at a right angle Westerly 100 feet to the Easterly line of Tennessee Street and the point of beginning.**

**Being a portion of Potrero Nuevo Block Number 388.**

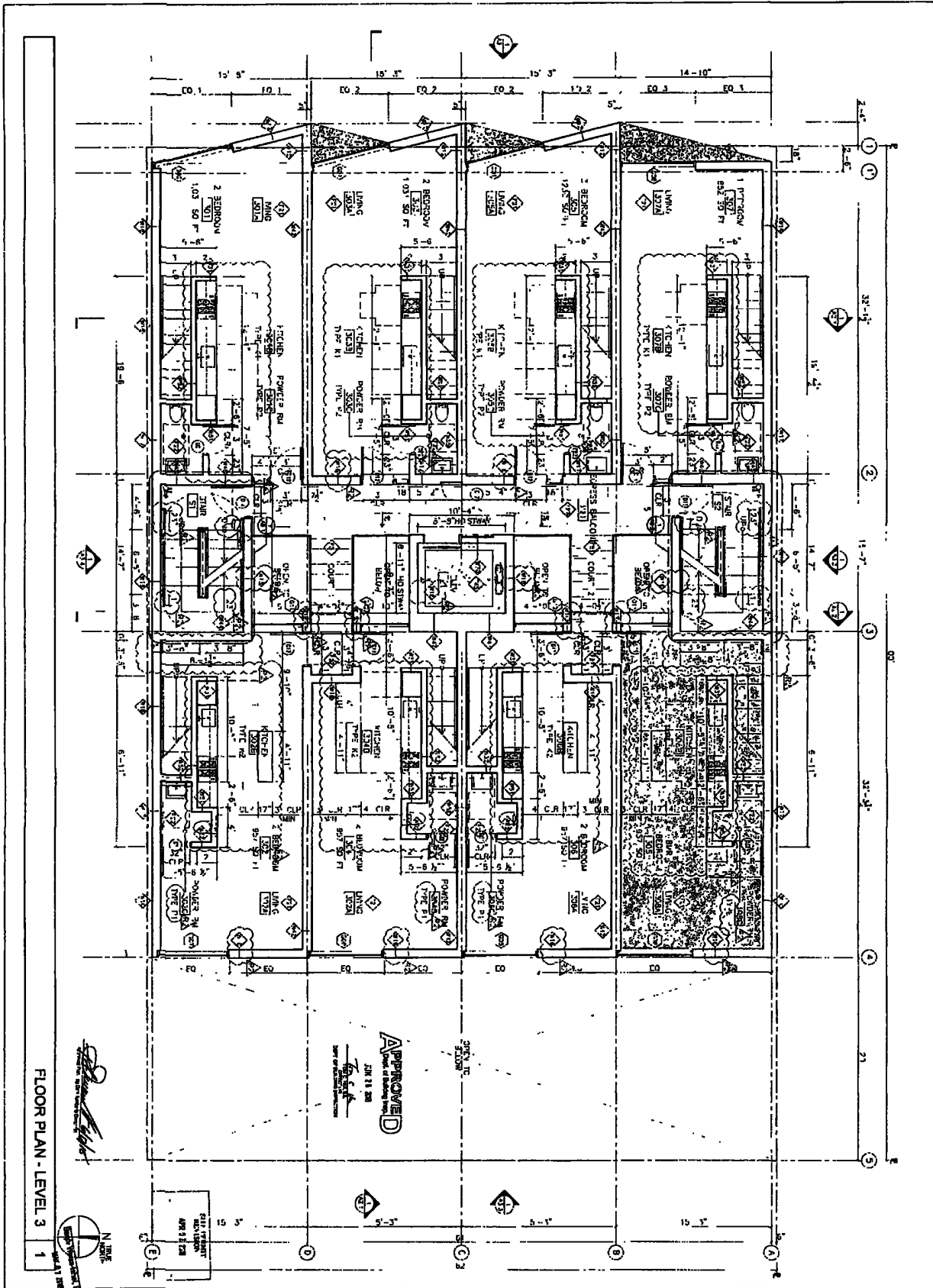
**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

**EXHIBIT B**

**PLANS OF PROJECT INDICATING LOCATION OF AFFORDABLE UNITS**



<b>603 TENNESSEE ST</b> BLOCK/LOT 3995/015, SAN FRANCISCO, CA		SHELDON & ASSOCIATES ARCHITECTS 1000 CALIFORNIA STREET, SUITE 100 SAN FRANCISCO, CA 94109 TEL: 415.398.1111 FAX: 415.398.1112 WWW.SHELDONARCHITECTS.COM	DATE: 12-15-11 DRAWING NO.: 12-15-11-01 PROJECT NO.: 12-15-11
		TITLE: FLOOR PLAN SCALE: AS SHOWN PART NO.: A1.2	APPROVED JAMES J. SHEEHAN REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA LICENSE NO. 45122 EXPIRES 12/31/11



FLOOR PLAN - LEVEL 3  
1

*Signature*  
DATE: APR 11 2008

**APPROVED**  
DATE: APR 11 2008  
[Signature]

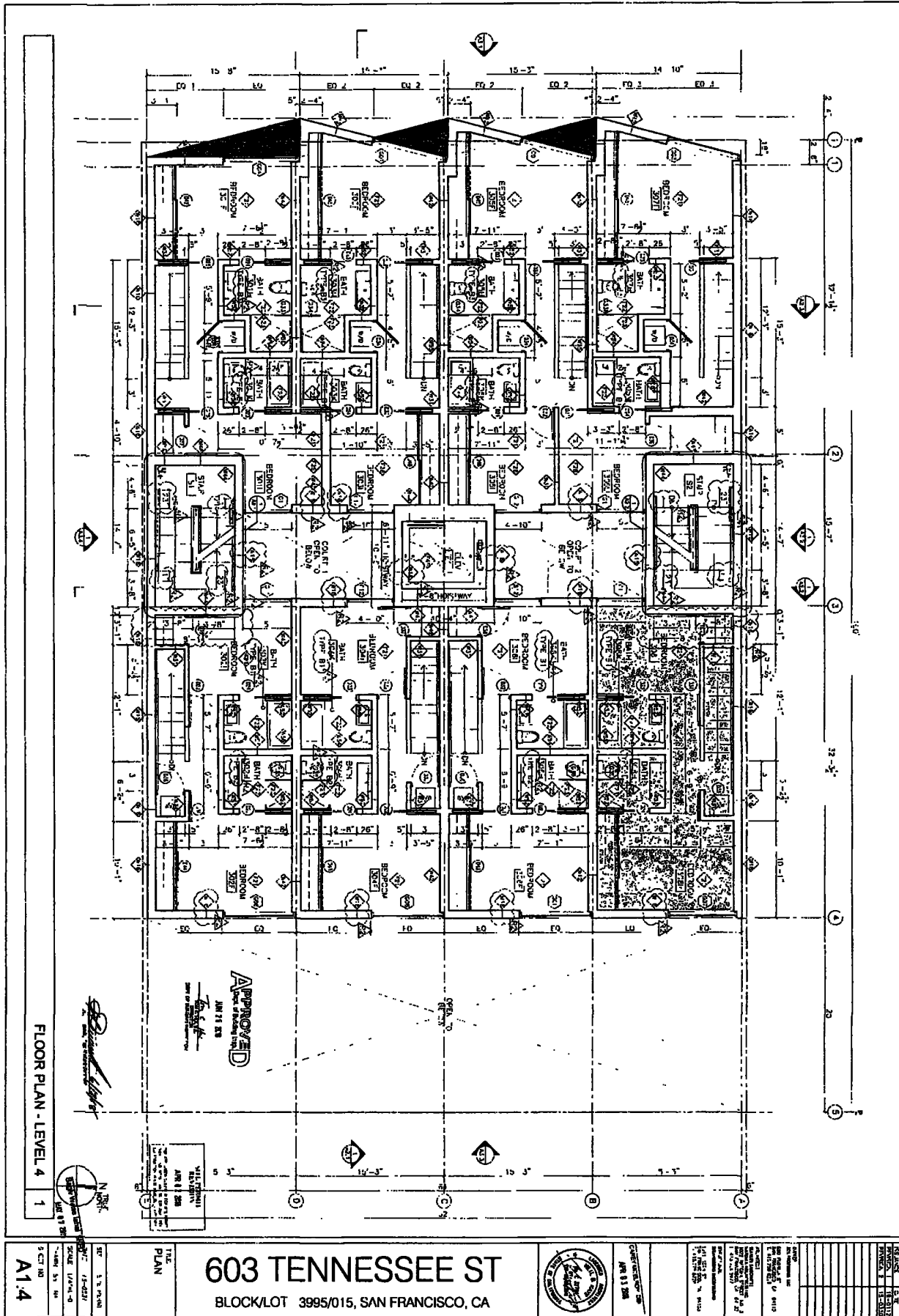
DATE	14-03-11
SCALE	1/4" = 1' - 0"
SHEET NO.	53
PROJECT NO.	14-03-11

603 TENNESSEE ST  
BLOCK/LOT 3995/015, SAN FRANCISCO, CA

**603 TENNESSEE ST**  
BLOCK/LOT 3995/015, SAN FRANCISCO, CA



DATE	APR 11 2008
PROJECT NO.	14-03-11
SHEET NO.	53
SCALE	1/4" = 1' - 0"
DATE	14-03-11
SCALE	1/4" = 1' - 0"
SHEET NO.	53
PROJECT NO.	14-03-11



FLOOR PLAN - LEVEL 4  
1

*Signature*  
ARCHITECT

**APPROVED**  
JAN 11 2008  
City of San Francisco  
Department of Public Works  
Division of Building Inspection

REVISION  
JAN 11 2008

SCALE 1/8" = 1'-0"  
DATE 1/10/08  
SHEET NO. 1  
PROJECT NO. 08-0172

TITLE  
PLAN

**603 TENNESSEE ST**  
BLOCK/LOT 3995/015, SAN FRANCISCO, CA



REVISIONS  
NO. DESCRIPTION  
DATE

NO.	DESCRIPTION	DATE

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

## California Acknowledgement

State of California  
County of Tuolumne

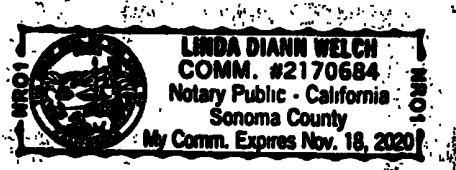
On 5/20/2020 before me, Linda Diann Welch, Notary Public, personally appeared Audrey Libov, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Linda Diann Welch, Notary Public  
Commission # 2170684, Expires 11/18/2020



Re: Notice of Special Restrictions  
Planning Code