

File No. 241158

Committee Item No. \_\_\_\_\_

Board Item No. 48

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

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

Board of Supervisors Meeting

Date: December 3, 2024

#### Cmte Board

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

#### OTHER

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Works Order No. 211142                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conditional Approval 12/1/22                                     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | PLN Ntc of Approval of a Housing Sustainability District 6/30/21 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Recorded Regulatory Agreement 9/26/22                            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tax Certificates 11/22/24  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final Map  |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____  |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____  |

Prepared by: Lisa Lew

Date: November 27, 2024

Prepared by: \_\_\_\_\_

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

1 [Final Map No. 11145 - 555 Bryant Street]

2  
3 **Motion approving Final Map No. 11145, a 501 residential unit new condominium project,**  
4 **located at 555 Bryant Street, being a subdivision of Assessor's Parcel Block No. 3776,**  
5 **Lot Nos. 034, 038, 039, 040, 042, 043, and 044; and adopting findings pursuant to the**  
6 **General Plan, and the eight priority policies of Planning Code, Section 101.1.**

7  
8 MOVED, That the certain map entitled "FINAL MAP No. 11145, a 501 residential unit  
9 new condominium project, located at 555 Bryant Street, being a subdivision of Assessor's  
10 Parcel Block No. 3776, Lot Nos. 034, 038, 039, 040, 042, 043, and 044, comprising two  
11 sheets, approved November 1, 2024, by Department of Public Works Order No. 211142 is  
12 hereby approved and said map is adopted as an Official Final Map No. 11145; and, be it

13 FURTHER MOVED, That the San Francisco Board of Supervisors adopts as its own  
14 and incorporates by reference herein as though fully set forth the findings made by the  
15 Planning Department, by its letter dated December 01, 2022, that the proposed subdivision is  
16 consistent with the General Plan, and the eight priority policies of Planning Code, Section  
17 101.1; and, be it

18 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes  
19 the Director of the Department of Public Works to enter all necessary recording information on  
20 the Final Map and authorizes the Clerk of the Board of Supervisors to execute the Clerk's  
21 Statement as set forth herein; and, be it

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



RECOMMENDED:

/s/

Carla Short

Director of Public Works



San Francisco Public Works  
General – Director's Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 211142**

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

APPROVING FINAL MAP NO. 11145, 555 BRYANT STREET, A 501 RESIDENTIAL UNIT NEW CONDOMINIUM PROJECT, BEING A SUBDIVISION OF LOT 034, 038, 039, 040, 042, 043, & 044 IN ASSESSORS BLOCK NO. 3776 (OR ASSESSORS PARCEL NUMBER 3776-034, 038, 039, 040, 042, 043 & 044). [SEE MAP]

**A 501 RESIDENTIAL UNIT NEW CONDOMINIUM PROJECT**

The City Planning Department, in its letter dated December 1, 2022, stated that the subdivision is consistent with the General Plan and the Priority Policies of City Planning Code Section 101.1.

The Director of Public Works, the Advisory Agency, acting in concurrence with other City agencies, has determined that said Final Map complies with all subdivision requirements related thereto. Pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.


Transmitted herewith are the following:

1. One (1) paper copy of the Motion approving said map – one (1) copy in electronic format.
2. One (1) mylar signature sheet and one (1) paper set of the "Final Map No. 11145", comprising two sheets.
3. One (1) copy of the Tax Certificate from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
4. One (1) copy of the letter dated December 1, 2022, from the City Planning Department stating the subdivision is consistent with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.

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

RECOMMENDED:

APPROVED:

X  EACAD7707222400...

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Blackwell, William  
Acting City and County Surveyor

X  073CF73A4EA6486...

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Short, Carla  
Director of Public Works



## City and County of San Francisco

San Francisco Public Works - Bureau of Street Use and Mapping  
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103  
sfpublicworks.org - tel (628) 271-2000



Date: April 18, 2022

### TENTATIVE MAP DECISION

Department of City Planning  
49 South Van Ness Avenue  
14th Floor, Suite 1400  
San Francisco, CA 94103

Project ID: 11145			
Project Type: A merger and Subdivision and 501 Residential New Condominium units			
Address#	StreetName	Block	Lot
585	BRYANT ST	3776	034
575	BRYANT ST	3776	038
565 - 567	BRYANT ST	3776	039
555	BRYANT ST	3776	040
56 - 58	WELSH ST	3776	044
555 - 585	BRYANT ST	3776	042
555 - 585	BRYANT ST	3776	043
Tentative Map Referral			

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,

**William Blackwell Jr** Digitally signed by William Blackwell Jr  
Date: 2022.04.18 12:55:29 -07'00'

William Blackwell, PLS Acting 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.

HSD Approval Memo with MMRP  
SDB Regulatory Agreement

☐ 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 Xinyu Liang

Date 12/1/2022

Planner's Name Xinyu Liang  
for, Corey Teague, Zoning Administrator



## NOTICE OF APPROVAL OF A HOUSING SUSTAINABILITY DISTRICT PROJECT

**Record No.:** 2021-000947PRJ  
**Project Address:** 555-585 Bryant Street  
**Zoning:** Central Soma Mixed Use Office (CMUO) Zoning District  
Central SoMa Special Use District (SUD)  
130-CS Height and Bulk District  
**Block/Lot:** 3776 / 34, 38, 39, 40, 42, 43, 44  
**Project Sponsor:** John Kevlin  
Reuben, Junius & Rose, LLP  
One Bush Street, Suite 600  
San Francisco, CA 94104  
[jkevin@reubenlaw.com](mailto:jkevin@reubenlaw.com)  
**Property Owner:** 555 Bryant: Bryant Partners, LLC; 565-585 Bryant: Bryant & Welsh LLC  
**Staff Contact:** Xinyu Liang – (628) 652-7316  
[Xinyu.Liang@sfgov.org](mailto:Xinyu.Liang@sfgov.org)

### Project Description

The Project proposes to combine seven lots between Bryant and Welsh Streets and replace the existing PDR buildings with a 160-foot-tall mixed-use multi-family residential building with 500 dwelling units, 20,605 square feet of PDR use space, 125 accessory parking spaces, and 200 Class One and 32 Class Two bicycle parking spaces.

The Project's façade will incorporate two mass reduction breaks for more appropriate building articulation. Angled bay windows provide a sense of visual movement with less solidity as the building rises. Building frontages are proposed with active ground floor uses fronting Bryant Street and townhome-style residential walkup units fronting Welsh Street. The material palette of the Project will fit into the surrounding neighborhood and features large windows, metal-clad bay windows, as well as wood and masonry panels for some visual interests on the pedestrian level. The Project will also include a series of streetscape improvements, including sidewalk widening on both Bryant and Welsh Streets and new street trees.

### Background

In December 2018, Ordinance No. 281-18 was adopted, amending the Business and Regulations and Planning Codes to create the Central South of Market Housing Sustainability District (HSD) under Planning Code Section 343. The HSD designates the Planning Department as the approving authority for Project eligible for the HSD and designates a ministerial approval process, wherein the Project is approved without discretion if it complies with

the requirements of Section 343, all other requirements of the Planning Code, and complies with all applicable mitigation measures of the Central SoMa EIR.

On February 12, 2021, John Kevlin from Reuben, Junius & Rose on behalf of Bryant Partners, LLC and Bryant & Welsh LLC (hereafter “Project Sponsor”) submitted Building Permit Application No. 202102124635, proposing to replace the existing production, distribution and repair (PDR) buildings with a 160-foot-tall mixed-use residential building with 500 dwelling units, 20,605 square feet of PDR use space, 125 accessory parking spaces, and 202 Class One and 27 Class Two bicycle parking spaces.

The project is seeking ministerial approval under the HSD. Additionally, the Project Sponsor submitted an application for an Individually Requested State Density Bonus (CA Government Code Section 65915 *et seq.*) for a 42% increase in residential floor area, including Waivers from the Setback and Street Wall (Planning Code Section (Sec.) 132.4), Permitted Obstruction for Bay Window (Sec. 136), Ground Floor Ceiling Height (Sec. 145.1 and 249.78), Residential Open Space (Sec. 135), Lot Coverage (Sec. 249.78), Wind Comfort (Sec. 249.78), Height Limit (Sec. 260), Narrow Street and Alley (Sec. 261.1), Apparent Mass Reduction (Sec. 270), Horizontal Mass Reduction (Sec. 270.1), and Mid-block Alley in Large Lots (Sec. 270.2) controls of the Planning Code, as well as Incentives / Concessions from the Central SoMa SUD Living Roof Standards (Sec. 149 and 247.78) and Curb Cut on Transit Preferential Street (Sec. 155) requirements of the Planning Code.

## HSD Approval

The Project is seeking approval through the ministerial approval process provided by the HSD. To be eligible for approval under the HSD, a Project must meet the following conditions:

1. The project is located in a zoning district that principally permits residential uses.

*Residential Dwelling Units are principally permitted in the Central SoMa Mixed-Use Office Zoning District.*

2. The project proposes no less than 50 dwelling units per acre, and no more than 750 dwelling units per acre.

*The project proposes 500 Dwelling Units on a 0.7529-acre site, for a total density of 664 units per acre.*

3. A majority of the project’s gross square footage is designated for residential uses. All non-residential uses must be principally permitted in the underlying zoning district and any applicable special use district(s), and may not include greater than 24,999 gross square feet of office space that would be subject to the annual limit on office development set forth in Sections [321](#) *et seq.*

*The majority of the square footage of the proposed project is devoted to residential uses, and the proposed ground floor PDR space is principally permitted. The project includes no office use.*

4. The project does not exceed a height of 160 feet, except that any project whose principal use is housing, where all such housing is restricted for a minimum of 55 years as affordable for “persons and families of

low or moderate income,” as defined in California Health & Safety Code Section 50093, shall be deemed to satisfy this subsection (c)(4) regardless of height.

*The proposed project is 160-feet in height and does not exceed this limit except for features exempt from height limits.*

5. If the project sponsor seeks a density bonus pursuant to California Government Code Section 65915 *et seq.*, the project sponsor demonstrates to the satisfaction of the Planning Department that the project would not result in a significant shadow impact.

*The shadow analysis of the Project establishes that the Project does not cause any significant shadow impact.*

6. The project is not located on a lot containing a structure listed as a designated landmark pursuant to [Article 10](#) of the Planning Code or a contributory or significant structure pursuant to [Article 11](#) of the Planning Code.

*The project site does not contain any structure listed as a designated landmark pursuant to Article 10 of the Planning Code or any contributory or significant structure pursuant to Article 11 of the Planning Code.*

7. The project complies with the following affordability requirements, as applicable:

- A. Projects subject to Section [415](#) shall comply with Section [415](#) by choosing the On-Site Affordable Housing Alternative under Section [415.5\(g\)\(1\)\(A\)](#), and shall provide no less than 10% of dwelling units as units affordable to very low or low income families.

*The project provides inclusionary housing units on-site, with at least 10% of dwelling units (or 50 dwelling units) as units affordable to very low or low income families.*

- B. Projects not subject to Section [415](#) shall provide no less than 10% of dwelling units as units affordable to very low or low income families, by entering into a regulatory agreement with the City that contains the terms specified in Section [206.6\(f\)](#).

*The project is subject to Planning Code Section 415 and shall provide inclusionary affordable housing units in compliance with Planning Code Section 415. The project satisfies the Inclusionary Affordable Housing Program (“Inclusionary Program”) through the Combination Alternative set forth in Section 415(g)(1)(D), and provides 21% of 352 base dwelling units as on-site affordable units. The State Density Bonus law offers a 42.5% density bonus in exchange for providing 13% of the base project to very-low income units. In order to qualify for this bonus, the project sponsor will provide four additional affordable- units at 50% AMI to qualify for the 42.5% density bonus; therefore the total number of affordable units is 78 (up from 74 units). Additionally, the project team is considering pursuing South Beach Marina affordable housing credits pursuant to Planning Code Section 202.8(f)(6) and Ordinance 197-16 in order to satisfy Inclusionary Program requirements. Should South Beach Marina affordable housing credits be pursued in the future, a subsequent Housing Sustainability District approval and revised Notice of Special Restrictions will follow.*

8. The project does not demolish, remove, or convert to another use any existing dwelling unit(s).

*The project site contains no existing housing.*

9. The project complies with all applicable zoning and any adopted design review standards.

*The project complies with all applicable zoning and any adopted design review standards.*

10. The project sponsor complies with all Mitigation Measures in the Central SoMa Environmental Impact Report (Central SoMa EIR) that the Planning Department determines are applicable to the project.

*The project is required to comply with all Mitigation Measures in the Central SoMa Environmental Impact Report (Central SoMa EIR) that are included in the Mitigation Monitoring and Reporting Program that the Planning Department determined applies to the project. The Project Sponsor must comply with the project's Mitigation Monitoring and Reporting Program on June 29, 2021. See Exhibit B.*

11. The project sponsor certifies that the project will comply with all applicable requirements of California Government Code Section 66201(f)(4).

*The Project Sponsor has certified that the project will comply with all applicable requirements of California Government Code Section 66201(f)(4).*

12. The project shall comply with Government Code Section 66201(f)(5).

*The Project Sponsor has certified that the project will comply with Government Code Section 66201(f)(5).*

13. A project is not deemed to be for residential use if it is infeasible for actual use as a single or multifamily residence.

*The Project Site is feasible for use as a multi-family residential development.*

## Concessions and Incentives

The Project has requested concessions/incentives from the development standards for a garage entry located on a Transit Preferential Street (Planning Code Section 155(r)) and the Central SoMa Special Use District Living Roof Standards (Planning Code Section 249.78(d)(4)). Pursuant to Planning Code Section 206.6, the Department shall grant the concessions or incentives requested by the Applicant unless the Department makes a written finding, based upon substantial evidence, of any of the following:

- A. The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

*Transit Preferential Street. Planning Code Section 155(r) requires that no curb cuts accessing off-street parking or loading shall be created or expanded on street frontages identified along any Transit Preferential Street as designated in the Transportation Element of the General Plan.*



*The Project proposes to locate a garage entrance on Bryant Street, a Transit Preferential Street between 2<sup>nd</sup> and 6<sup>th</sup> Streets, in order to provide more efficient ingress and egress, which reduces the cost of off-site work and non-residential space in the building, and allows the Project to provide more housing. The only other option for a garage entrance would be on Welsh Street, in place of ground-floor residential units. The Welsh Street alternative would require significant curb ramp realignments on surrounding streets where there are conflicts that prevent adequate truck turning radii. These conflicts do not exist for the proposed Bryant Street entrance location. The Welsh Street alternative would also result in more non-residential space and fewer units, thus increasing the cost per unit to deliver market-rate and affordable housing.*

**Central SoMa Living Roof Requirement.** *The Project is required to provide a living roof area equal to 50% of the roof area, or 12,353 square feet. The Project will provide a total of 8,235 square feet of living roof area, equal to 33% of the roof area. The provision of additional living roof area would cause the amount of usable open space to be decreased, causing an in-lieu fee of \$971.81 per square foot for the open space not provided. Additionally, the Project Sponsor states that constructing an additional living roof would increase the cost of constructing the roof surface and structural support. As such, a Concession from the Central SoMa living roof requirements of the Planning Code decreases the cost of constructing the Project.*

- B. The concession or incentive would have a specific, adverse impact, as defined in paragraph upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

*The requested concessions/incentives from the development standards for a garage entry on a Transit Preferential Street and Central SoMa Living Roof would not result in a specific, adverse impact to public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources.*

- C. The concession or incentive would be contrary to state or federal law.

*The Project's requested concessions/incentives from the development standards would not be contrary to state or federal law.*

## Waivers

In no case may the Department apply any development standard that will have the effect of physically precluding the construction of a development at the densities or with the concessions or incentives permitted by the State Density Bonus Law. The Department is not required to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The Department is not required to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

*The requested waivers from the setback and streetwall articulation, permitted obstructions, ground floor ceiling height, residential open space, lot coverage, wind comfort levels, height limit, narrow street and alley setbacks, apparent mass reduction, horizontal mass reduction, and mid-block alley requirements are required to accommodate the Project with the requested concessions or incentives permitted by the Density Bonus Law.*

**Setback and Streetwall Articulation.** *Planning Code Section 132.4 requires that Mid-Rise Buildings must provide a 15-foot setback for 60% of the street- and alley-facing property lines and all interior property lines at a height of 85 feet and above. The Project provides no setback along property lines and requires a waiver.*

**Residential Open Space.** *Per Planning Code Section 135, the minimum residential open space requirement is 80 square feet per dwelling unit. The Project proposes 500 dwelling units and therefore 40,000 square feet of residential open space is required. The Project will provide approximately 8,235 square feet of code-compliant open space on the roof and therefore requires a waiver.*

**Permitted Obstructions.** *Per Planning Code Section 136, bay windows may encroach beyond a street- or alley-facing property line so long as the bay window meets the certain size and pattern limitations. The Project proposes a bay window design that does not comply with the glazing on two sides and horizontal dimension requirements and therefore requires a waiver.*

**Ground Floor Ceiling Height.** *Per Planning Code Section 145.1, the minimum height limit for ground floors in the CMOU zoning district is 17 feet with ground floor PDR use or 14 feet without PDR use. The Project proposes a ground floor height of 13.33 feet and therefore requests a waiver.*

**Lot Coverage.** *Per Planning Code Section 249.78(d)(6), the Central SoMa SUD sets a lot coverage limit of 80% unless all dwelling units face onto a public street. The proposed project does not comply and exceeds the maximum by providing 86 % lot coverage; thus, a waiver for lot coverage is required to accommodate the residential habitable floor area.*

**Wind Comfort and Wind Hazard Levels.** *Per Planning Code Section 249.78(d)(9), the Central SoMa SUD establishes that a project may not result in wind speeds that exceed the Comfort Level nor causes a Substantial Increase in wind speeds at any location. The proposed project causes a Substantial Increase in wind speeds at two locations. The Project has incorporated landscaping into its design that will eliminate both Substantial Increase locations. Also, the Central SoMa SUD establishes that a project may not result in wind speeds that exceed the One-Hour Hazard Criterion at any location. The Project causes an exceedance of the One-Hour Hazard Criterion at two locations. When landscaping is incorporated into the Project, it eliminates one of those exceedances. The remaining exceedance is well below the Nine-Hour Hazard Criterion established by the Central SoMa SUD and has been determined to have no significant impact under CEQA.*

*The Project Sponsor has also conducted a series of testing to evaluate the impact of extensive alternative wind control measures on the proposed development in combination with landscaping. The various canopies and architectural fins for wind control on the proposed development were found to have a*

*relatively negligible impact on the average wind comfort and hazard wind speeds across all test locations. Reducing wind speeds further would substantially detract from the building design or unduly restrict the square footage of the project; thus, the Project is seeking a waiver for Wind Comfort and Wind Hazard Controls.*

**Height.** *Per Planning Code Section 250, the maximum height limit for the subject property is 130 feet. The Project proposes a height of 160 feet to accommodate the additional floor area. 160 feet is the maximum height allowed in the Housing Sustainability District. Exceeding the underlying 130-foot height and bulk district requires a height waiver.*

**Narrow Street and Alley Setbacks.** *The Planning Code Section 261.1 and 270(h) require that the Project's massing along Welsh Street comply with the Apparent Mass Reduction requirement of Section 270(h) for a reduced massing at 85% above 35 feet in height. The proposed project only provides 1.95% of reduction, which does not comply with the Apparent Mass Reduction requirement and thus a waiver is necessary.*

**Apparent Mass Reduction.** *The Apparent Mass Reduction requirement of Planning Code Section 270(h) requires a reduced massing at 67% above 85 feet in height for a Mid-Rise Building. The proposed project only provides 1.95% of reduction, and thus a waiver is necessary.*

**Horizontal Mass Reduction.** *The Planning Code Section 270.1 requires certain mass reduction measures to be incorporated into a project that has a street frontage of more than 200 linear feet. The proposed project does not provide this mass reduction and thus a waiver is necessary.*

**Mid-Block Alley.** *The Planning Code Section 270.2 requires a Mid-Block Alley be provided on project sites with more than 200 linear feet of frontage where such alley would connect to existing streets or alleys. The proposed project does not provide a mid-block alley and thus a waiver is necessary.*

*The Project is not seeking any waivers that would have an adverse impact to the real property listed on the California Register of Historical Resources, and is not seeking any waiver that is contrary to state or federal law.*

## Approval

The Department has determined that the Project meets all the objective standards of the Planning Code and has completed design review of the project.

The Project has been approved in accordance with the provisions of the Central SoMa Housing Sustainability District, as recorded in Building Permit Application No. 202102124635.

Therefore, as the Project complies with the requirements of the Central SoMa Housing Sustainability District (Planning Code Section 343), the Project is approved pursuant to the Notice of Special Restrictions attached as Exhibit A, the Mitigation Monitoring and Reporting Program requirements attached as Exhibit B, and the Approved Plans attached as Exhibit C. The Department shall review and approve any modification to the approved plans, including the application of the South Beach Marina Credits, prior to permit issuance.



Signature: \_\_\_\_\_

Rich Hillis, Planning Director

Date: 06/30/2021

### Attachments:

- Exhibit A: Conditions of Approval (Notice of Special Restrictions)
- Exhibit B: Mitigation Monitoring and Reporting Program
- Exhibit C: Approved Plans
- Exhibit D: California Department of Housing and Community Development (HCD) certification of the Central SoMa Housing Sustainability District

## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

**RECORDING REQUESTED BY:** )  
 )  
**And When Recorded Mail To:** )  
 )  
**Name:** )  
 )  
**Address:** )  
 )  
**City:** )  
 )  
**State: California Zip:** ) Space Above this Line For Recorder's Use

I, (We) \_\_\_\_\_, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly on attached sheet marked "Exhibit A,

**BEING ASSESSOR'S BLOCK: 3776, LOT(S): 34, 38, 39, 40, 42, 43, 44,**

**COMMONLY KNOWN AS: 555-585 Bryant Street,**

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said restrictions consist of conditions attached to Building Permit Application No. **202102124635** by the Planning Department and are conditions that had to be so attached in order that said application could be approved under the Planning Code (Planning Case No. 2021-000947PRJ), Housing Sustainability District (CA Govt. Code Sections 66200 et seq) and the State Density Bonus Law (CA Govt. Code Section 65915). The plans filed with the present application indicate that the proposed project at 555-585 Bryant Street include the construction of a 160-foot-tall mixed-use multi-family residential building with 500 dwelling units, 20,605 square feet of PDR use space (the "Project").

### **Recordation of Conditions of Approval**

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Department on **June 30, 2021**.

### **Severability**

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section, or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This

## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

decision conveys no right to construct, or to receive a building permit. “Project Sponsor” shall include any subsequent owner or responsible party.

### Changes and Modifications

Changes to the approved plans may be approved administratively by Planning Staff if the modifications to the Project are compliant with the objective provisions of the Planning Code.

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

#### *Performance*

1. **Validity and Expiration.** The authorization and right vested by virtue of this action is valid for thirty (30) months from the effective date of this approval. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this thirty-month period. If the Planning Director finds that the project sponsor has demonstrated good faith in its efforts to obtain a Building Permit or Site Permit within this thirty-month period, the Director may extend the approval for a maximum of six additional months. Such deadline shall additionally be extended in the event of any appeal of such approval for the duration of the appeal, and in the event of litigation seeking to invalidate the approval for the duration of the litigation.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, [www.sfplanning.org](http://www.sfplanning.org)*

2. **New Application.** Should a Building or Site Permit be sought after the period described in Condition 1 has lapsed, the project sponsor must seek a new Authorization by filing a new application for Authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, [www.sfplanning.org](http://www.sfplanning.org)*

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion:

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, [www.sfplanning.org](http://www.sfplanning.org)*

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

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463,*

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[www.sfplanning.org](http://www.sfplanning.org)

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

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, [www.sfplanning.org](http://www.sfplanning.org)*

### **Design – Compliance at Plan Stage**

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

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

7. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

8. **Overhead Wiring.** The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.

*For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415.701.4500, [www.sfmta.org](http://www.sfmta.org)*

9. **Noise, Ambient.** Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map1, “Background Noise Levels,” of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

*For information about compliance, contact the Environmental Health Section, Department of Public Health at 415.252.3800, [www.sfdph.org](http://www.sfdph.org)*

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

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 11. Lighting Plan.** The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the building / site permit application.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 12. Streetscape Plan.** Pursuant to Planning Code Section 138.1, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. The Project Sponsor shall complete final design of all required street improvements and have permits for the required streetscape improvements on file with the City prior to issuance of the site permit, and shall complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 13. Signage.** The Project Sponsor shall develop a signage program for the Project which shall be subject to review and approval by Planning Department staff before submitting any building permits for construction of the Project. All subsequent sign permits shall conform to the approved signage program. Once approved by the Department, the signage program/plan information shall be submitted and approved as part of the site permit for the Project. All exterior signage shall be designed to complement, not compete with, the existing architectural character and architectural features of the building.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 14. Transformer Vault Location.** The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. The Project Sponsor will continue to work with the Planning Department in consultation with Public Works on the final location(s) for transformer vaults. The above requirement shall adhere to the



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Memorandum of Understanding regarding Electrical Transformer Locations for Private Development Projects between Public Works and the Planning Department dated January 2, 2019.

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

### ***Parking and Traffic***

- 15. Transportation Demand Management (TDM) Program.** Pursuant to Planning Code Section 169, the Project shall finalize a TDM Plan prior to the issuance of the first Building Permit or Site Permit to construct the project and/or commence the approved uses. The Property Owner, and all successors, shall ensure ongoing compliance with the TDM Program for the life of the Project, which may include providing a TDM Coordinator, providing access to City staff for site inspections, submitting appropriate documentation, paying application fees associated with required monitoring and reporting, and other actions.

Prior to the issuance of the first Building Permit or Site Permit, the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property to document compliance with the TDM Program. This Notice shall provide the finalized TDM Plan for the Project, including the relevant details associated with each TDM measure included in the Plan, as well as associated monitoring, reporting, and compliance requirements.

*For information about compliance, contact the TDM Performance Manager at [tdm@sfgov.org](mailto:tdm@sfgov.org) or 628.652.7340, [www.sfplanning.org](http://www.sfplanning.org)*

- 16. Bicycle Parking.** The Project shall provide no fewer than 200 Class 1 and 32 Class 2 bicycle parking spaces as proposed and consistent with Planning Code Sections 155.1 and 155.2.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

- 17. Off-Street Loading.** Pursuant to Planning Code Section 152, the Project will provide one off-street loading space and two service vehicle spaces.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

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

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*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

- 19. Driveway Loading and Operations Plan (DLOP).** Pursuant to Planning Code Section 155(u), the Project sponsor shall prepare a DLOP for review and approval by the Planning Department, in consultation with the San Francisco Municipal Transportation Agency. The DLOP shall be written in accordance with any guidelines issued by the Planning Department.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

### **Provisions**

- 20. Prevailing Wage and Skilled Workforce Requirements.** If the Project is not in its entirety a public work, as defined in Government Code Section 65913.4 (a)(8)(A), all construction workers employed in the execution of the development must be paid at least the general prevailing rate of per diem wages for the type of work and geographic area. A project sponsor shall submit weekly reports to the Office of Labor Standards Enforcement, certifying that a project approved pursuant to Section 343 is complying with subsections (d)(11) and (d)(12), if applicable to the project. The project sponsor certifies that the project will comply with all applicable requirements of California Government Code Section 66201(f)(4). The project shall comply with Government Code Section 66201(f)(5). Projects found to be in violation of subsections (d)(11) and (d)(12) shall be subject to penalties pursuant to Section 1741 of the Labor Code, in addition to any penalties assessed pursuant to Section 176.1 of this Code. All penalties shall be paid prior to issuance of the project's First Certificate of Occupancy.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 21. Anti-Discriminatory Housing.** The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

- 22. First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project.

*For information about compliance, contact the First Source Hiring Manager at 415.581.2335, [www.onestopSF.org](http://www.onestopSF.org)*

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- 23. Transportation Sustainability Fee.** The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

- 24. Residential Child Care Impact Fee.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

- 25. Eastern Neighborhoods Infrastructure Impact Fee.** The Project is subject to the Eastern Neighborhoods Infrastructure Impact Fee, as applicable, pursuant to Planning Code Section 423.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 26. Central SoMa SUD, Renewable Energy Requirements.** The Project shall fulfill all on-site electricity demands through any combination of on-site generation of 100% greenhouse gas-free sources in compliance with Planning Code Section 249.78(d)(5).

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [www.sf-planning.org](http://www.sf-planning.org)*

- 27. State Density Bonus Regulatory Agreement.** Recipients of development bonuses under Planning Code Section 206.3/206.6 shall enter into a Regulatory Agreement with the City, as follows.

- A. The terms of the agreement shall be acceptable in form and content to the Planning Director, the Director of MOHCD, and the City Attorney. The Planning Director shall have the authority to execute such agreements.
- B. Following execution of the agreement by all parties, the completed Regulatory Agreement, or memorandum thereof, shall be recorded and the conditions filed and recorded on the Housing Project.
- C. The approval and recordation of the Regulatory Agreement shall take place prior to the issuance of the First Construction Document. The Regulatory Agreement shall be binding to all future owners and successors in interest.
- D. The Regulatory Agreement shall be consistent with the guidelines of the City's Inclusionary Housing Program and shall include at a minimum the following:
  - i. The total number of dwelling units approved for the Housing Project, including the number of restricted affordable units;
  - ii. A description of the household income group to be accommodated by the restricted

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- affordable units, and the standards for determining the corresponding Affordable Rent or Affordable Sales Price. If required by the Procedures Manual, the project sponsor must commit to completing a market survey of the area before marketing restricted affordable units;
- iii. The location, dwelling unit sizes (in square feet), and number of bedrooms of the restricted affordable units;
  - iv. Term of use restrictions for the life of the project;
  - v. A schedule for completion and occupancy of restricted affordable units;
  - vi. A description of any Concession, Incentive, waiver, or modification, if any, being provided by the City;
  - vii. A description of remedies for breach of the agreement (the City may identify tenants or qualified purchasers as third party beneficiaries under the agreement); and
  - viii. Other provisions to ensure implementation and compliance with Section 206.3/206.6.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7316, [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).*

### ***Affordable Housing***

**28. Number of Required Units.** The Project complies with the State Density Bonus Program and the Inclusionary Affordable Housing requirements of Section 415 of the Planning Code by providing 74 on-site affordable units. The project satisfies the Inclusionary Affordable Housing Program ("Inclusionary Program") through the Combination Alternative set forth in Section 415(g)(1)(D), and provides 21% of 352 base dwelling units as on-site affordable units. The State Density Bonus law offers a 42.5% density bonus in exchange for providing 13% of the base project to very-low income units. In order to qualify for this bonus, the project sponsor will provide four additional affordable-units at 50%AMI to qualify for the 42.5% density bonus; therefore the total number of affordable units is 78 (up from 74 units). 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 (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

**29. Unit Mix.** The Project contains 85 studios, 206 one-bedroom, and 209 two-bedroom units; therefore, the required affordable unit mix for the Inclusionary Units is 13 studios, 30 one-bedroom, and 31 two-bedroom units. The Project requires four additional units be provided at 50% AMI to qualify for a 42.5% bonus. The project sponsor has elected to provide two (2) one-bedroom units and two (2) two-bedroom units at 50% AMI. The final unit mix of the affordable units is 13 studios, 32 one-bedroom and 33 two-bedroom units. If the market-rate unit mix changes, the affordable unit

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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 (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

- 30. Mixed Income Levels for Affordable Units.** Pursuant to Planning Code Section 415.3, the Project is required to provide 21% of the proposed dwelling units in the base density project as affordable to qualifying households. At least The base project contains 352 units; therefore, 74 units are required. At least 12% must be affordable to low-income households, at least 4.5% must be affordable to moderate income households, and at least 4.5% must be affordable to middle income households. Rental Units for low-income households shall have an affordable rent set at 55% of Area Median Income or less, with households earning up to 65% of Area Median Income eligible to apply for low-income units. Rental Units for moderate-income households shall have an affordable rent set at 80% of Area Median Income or less, with households earning from 65% to 90% of Area Median Income eligible to apply for moderate-income units. Rental Units for middle-income households shall have an affordable rent set at 110% of Area Median Income or less, with households earning from 90% to 130% of Area Median Income eligible to apply for middle-income units. For any affordable units with rental rates set at 110% of Area Median Income, the units shall have a minimum occupancy of two persons. In order to qualify for the 42.5% bonus, at least 13% of units must be provided to very low-income households; therefore, the project is providing four (4) additional affordable units at 50% AMI, as defined in CA Govt. Code Section 65915. 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 (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

- 31. Minimum Unit Sizes.** The affordable units shall meet the minimum unit sizes standards established by the California Tax Credit Allocation Committee (TCAC) as of May 16, 2017. One-bedroom units must be at least 450 square feet, two-bedroom units must be at least 700 square feet, and three-bedroom units must be at least 900 square feet. Studio units must be at least 300 square feet pursuant to Planning Code Section 415.6(f)(2). The total residential floor area devoted to the affordable units shall not be less than the applicable percentage applied to the total residential floor area of the principal project, provided that a 10% variation in floor area is permitted.

*For information about compliance, contact the Case Planner, Planning Department at (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

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- 32. Conversion of Rental Units:** In the event one or more of the Rental Units are converted to Ownership units, the project sponsor shall either (A) reimburse the City the proportional amount of the inclusionary affordable housing fee, which would be equivalent to the then-current inclusionary affordable fee requirement for Owned Units, or (B) provide additional on-site or off-site affordable units equivalent to the difference between the on-site rate for rental units approved at the time of entitlement and the then-current inclusionary requirements for Owned Units. The additional units shall be apportioned among the required number of units at various income levels in compliance with the requirements in effect at the time of conversion.

*For information about compliance, contact the Case Planner, Planning Department at (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

- 33. 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 architectural addenda. The designation shall comply with the designation standards published by the Planning Department and updated periodically.

*For information about compliance, contact the Case Planner, Planning Department at (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

- 34. 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 (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.org) or the Mayor's Office of Housing and Community Development at (415) 701-5500, [www.sfmohcd.org](http://www.sfmohcd.org).*

- 35. 20% Below Market Rents.** Pursuant to Planning Code Section 415.6, the maximum affordable rents shall be no higher than 20% below market rents for the neighborhood within which the project is located, which shall be defined in accordance with the American Community Survey Neighborhood Profile Boundaries Map. MOHCD shall adjust the allowable rents, and the eligible households for such units, accordingly, and such potential readjustment shall be a condition of approval upon project entitlement. The City shall review the updated data on neighborhood rents and sales prices on an annual basis

- 36. 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



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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 MOHCD websites, including on the internet at:

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

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

*For information about compliance, contact the Case Planner, Planning Department at (628) 652-7600, [www.sfplanning.org](http://www.sfplanning.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) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (2) be evenly distributed throughout the building; and (3) 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. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The affordable units that satisfy both the Density Bonus Law and the Inclusionary Affordable Housing Program shall be rented to very low-income households, as defined as households earning 50% of AMI in the California Health and Safety Code Section 50105 and/or California Government Code Sections 65915-65918, the State Density Bonus Law. The income table used to determine the rent and income levels for the Density Bonus units shall be the table required by the State Density Bonus Law. If the resultant rent or income levels at 50% of AMI under the table required by the State Density Bonus Law are higher than the rent and income levels at 55% of AMI under the Inclusionary Affordable Housing Program, the rent and incomes levels shall default to the maximum allowable rent and income levels for affordable units under the Inclusionary Affordable Housing Program. After such Density Bonus Law units have been rented for a term of 55 years, the subsequent rent and income levels of such units may be adjusted to (55) percent of Area Median Income under the Inclusionary Affordable Housing Program, using 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," and shall remain affordable for the remainder of the life of the Project. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. The remaining units

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being offered for rent 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; and (iii) subleasing are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.

- d. 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.
- e. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.
- f. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- 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, including penalties and interest, if applicable.

### **Monitoring - After Entitlement**

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

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

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



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*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

### **Operation**

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

*For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 628.271.2000, [www.sfpublishworks.org](http://www.sfpublishworks.org)*

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

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7316, [www.sfplanning.org](http://www.sfplanning.org)*

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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.

\_\_\_\_\_  
(Print Name) \_\_\_\_\_(Signature)

Dated: \_\_\_\_\_, 21 at \_\_\_\_\_, **California.**  
(Month, Day) (City)

\_\_\_\_\_  
(Print Name) \_\_\_\_\_(Signature)

Dated: \_\_\_\_\_, 21 at \_\_\_\_\_, **California.**  
(Month, Day) (City)

\_\_\_\_\_  
(Print Name) \_\_\_\_\_(Signature)

Dated: \_\_\_\_\_, 21 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) below.**

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

EXHIBIT A – Property Description

# 555-585 BRYANT STREET HOUSING SUSTAINABILITY DISTRICT MITIGATION COMPLIANCE AND AGREEMENT TO IMPLEMENT MITIGATION MONITORING AND REPORTING PROGRAM

<i>Record No.:</i>	2021-000947PRJ	<i>Block/Lot:</i>	3776/034, 038, 039, 040, 042, 043, and 044
<i>Project Title:</i>	<b>555-585 Bryant Street</b>	<i>Lot Size:</i>	33,000 square feet
<i>BPA Nos:</i>	2021-02124635	<i>Project Sponsor:</i>	Will Goodman, Strada
<i>Zoning:</i>	Central South of Market Mixed Use Office (CMUO)	<i>Lead Agency:</i>	San Francisco Planning Department
	130-S Height and Bulk District	<i>Staff Contact:</i>	Elizabeth White, 628-652-7557

## Project Description

The proposed project would combine seven lots between Bryant and Welsh streets mid-block between Fourth and Zoe streets, demolish the existing industrial buildings, and construct a 160-foot-tall (up to 176 feet tall with rooftop appurtenances) mixed-used building. The proposed 16-story building would include approximately 434,000 square feet of residential use and 22,000 square feet of production, distribution, and repair use. The 500-dwelling unit building would be composed of 74 studios, 228 one-bedroom units, and 198 two-bedroom units. Of the 500 dwelling units, 78 units would be provided as affordable housing units and 422 units would be provided as market rate housing units. The project would provide 125 accessory parking spaces, 200 class 1 bicycle parking spaces, and 32 class 2 bicycle parking spaces. The project would provide approximately 5,000 square feet of useable open space for residents and approximately 400 square feet of public open space. The project involves excavation activities to approximately 35 feet below grade and the removal of approximately 36,000 cubic yards of soil.

## Compliance with Central South of Market (SoMa) Programmatic Environmental Impact Report (PEIR) Mitigation Measures

The proposed project is seeking ministerial approval through the Central SoMa Housing Sustainability District process provided for in planning code section 343. To be eligible for approval under planning code section 343, the proposed project must comply with mitigation measures in the Central SoMa PEIR that the planning department determines apply to the project (section 343(d)(10)). The table below identifies Central SoMa mitigation measures that may apply to subsequent development projects in the plan area. The table indicates whether the mitigation measure applies to the proposed 555-585 Bryant Street project and, if a mitigation measure applies to the project, the table indicates when compliance with each mitigation measure must occur. Some mitigation measures

span multiple phases. Substantive descriptions of each applicable mitigation measure's requirement that has yet to be complied with are provided on the following pages in the Mitigation Monitoring and Reporting Program.

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
Cultural Resources						
Central SoMa M-CP-1a: Mandatory Consultation Regarding Avoidance or Minimization of Effects on Historical Resources	N	There are no historical resources on the project site.				
Central SoMa M-CP-1b: Documentation of Historical Resources(s)	N	There are no historical resources on the project site.				
Central SoMa M-CP-1c: Oral Histories	N	There are no historical resources on the project site.				
Central SoMa M-CP-1d: Interpretive Program	N	There are no historical resources on the project site.				
Central SoMa M-CP-1e: Video Recordation	N	There are no historical resources on the project site.				
Central SoMa M-CP-3a; Project Mitigation Measure 1: Protect Historical Resources from Adjacent Construction Activities	Y	Project construction activities could affect adjacent historic resources.	X	X		

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
Central SoMa M-CP-3b; Project Mitigation Measure 2: Construction Monitoring Program for Historical Resources	Y	Project construction activities could affect adjacent historic resources.	X	X		
Central SoMa M-CP-4a and M-CP-4b; Project Mitigation Measure 3: Archeological Testing	Y	Preliminary archeological assessment determined archeological testing is required.	X	X	X	
Tribal Cultural Resources						
Central SoMa M-CP-5; Project Mitigation Measure 4: Tribal Cultural Resources Archeological Resource Preservation Plan and/or Interpretive Program	Y	Preliminary archaeological assessment determined tribal cultural resources may be affected during construction.		X	X	
Transportation and Circulation						
Central SoMa M-CP-3a; Project Mitigation Measure 5: Transit Enhancements	Y	Project includes more than 20 off-street vehicle spaces.			X	
Central SoMa M-CP-6a: Driveway and loading operations plan	Y	This mitigation measure is satisfied by compliance with planning code section 155(u) (Driveway and Loading Operations				X (completed as part of planning code compliance review)

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
		Plan (DLOP) in Central SoMa Special Use District; since it is part of planning code compliance, further compliance through the MMRP is not required.				
<b>Central SoMa M-CP-6b:</b> Accommodation of on-street commercial loading spaces and passenger loading/unloading zones	Y	This mitigation measure is satisfied by compliance with planning code sections 155(u).				X (completed as part of planning code compliance review)
<b>Central SoMa M-CP-8:</b> Emergency Vehicle Access Consultation	N	The project would not reduce the number of available vehicle travel lanes for a total distance of more than one block where transit-only lanes are not provided.				
<b>Central SoMa M-TR-9; Project Mitigation Measure 6:</b> Construction Management Plan and Construction Coordination	Y	Project construction at the site could overlap in time with nearby construction projects, requiring coordination.	X	X		

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
Central SoMa M-NO-1a: Transportation Demand Management for New Development Projects	Y	This mitigation measure is satisfied by compliance with planning code section 169.				X (completed as part of planning code compliance review)
Noise						
Central SoMa M-NO-1b; Project Mitigation Measure 7: Siting of Noise-Generating Uses	Y	Project includes new stationary noise sources.				X (noise control feature shown on the May 27, 2021 plan set, pages A-047, A-048, A-049, and A-050)
Central SoMa M-NO-2a; Project Mitigation Measure 8: General Construction Noise Control Measures	Y	Project construction activities would occur within 100 feet of noise sensitive receptors.	X	X		
Central SoMa M-NO-2b: Noise and Vibration Control Measures During Pile Driving	N	Project does not include or require driven piles.				
Air Quality						
Central SoMa M-AQ-3a: Education for Residential and Commercial Tenants Concerning Low-VOC Consumer Products	N	Project does not exceed operational criteria air pollutant screening sizes and is therefore presumed to				



Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
		not result in significant operational criteria air pollutant emissions; therefore, this measure does not apply to the project.				
Central SoMa M-AQ-3b: Reduce Operational Emissions	N	Project does not exceed operational criteria air pollutant screening sizes and is therefore presumed to not result in significant operational criteria air pollutant emissions; therefore, this measure does not apply to the project				
Central SoMa M-AQ-4a: Construction Emissions Minimization Analysis	N	This measure is intended to determine if M-AQ-4b is required. The project is required to comply with M-AQ-4b, so additional analysis is not required.				
Central SoMa M-AQ-4b & 6a: Project Mitigation Measure 10: Construction Emissions Minimization Plan (Implementation of M-AQ-	Y	The project would result in construction-related diesel	X	X		

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
4b: Construction Emissions Minimization Plan)		particulate matter emissions that affect sensitive receptors within the air pollutant exposure zone.				
<b>Central SoMa M-AQ-5a; Project Mitigation Measure 9:</b> Best Available Control Technology for Diesel Generators and Fire Pumps	Y	The proposed project requires a diesel generator. Diesel particulate matter from the generator may affect sensitive receptors within the air pollutant exposure zone. The project requires a fire pump which will be electrically powered.			X	(Tier 4 generator shown on the May 27, 2021 plan set on page A-047 and electric fire pump shown on page A-041)
<b>Central SoMa M-AQ-5b:</b> Siting of Uses that Emit Particulate Matter (PM <sub>2.5</sub> ), Diesel Particulate Matter, or Other Toxic Air Contaminants.	N	Proposed PDR use is a trade shop (retail and services that provide custom-crafted goods and/or services). No known PM <sub>2.5</sub> , diesel particulate matter or other toxic air contaminants are proposed.				

Applicability to the Proposed Project <sup>1</sup>			Period of Compliance <sup>2</sup>			
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
Central SoMa M-AQ-5d; Project Mitigation Measure 11: Land Use Buffers Around Active Loading Docks	Y	Project includes two service vehicle bays and one on street truck loading zone				X (the truck loading zone is located at street level approximately 250 feet from the sensitive receptor at 504 4 <sup>th</sup> Street and the two service vehicle bays are located in the basement and sufficiently buffered from sensitive land uses shown on the May 27, 2021 plan set, page A-043)
Wind						
Central SoMa M-WI-1; Project Mitigation Measure 12: Wind Hazard Criterion for the Plan Area	Y	The proposed project is taller than 85 feet and requires a wind hazard analysis			X	X <sup>6</sup> (as documented in the June 24, 2021 pedestrian wind study; maintenance of landscaping required to reduce pedestrian wind speeds is required in perpetuity)
Central SoMa M-BI-1; Project Mitigation Measure 13: Pre-construction Bat Survey	Y	The existing buildings are currently occupied and not anticipated to be vacant for more than 6 months, however, the proposed project involves tree removal.	X	X		

## Applicability to the Proposed Project<sup>1</sup>

## Period of Compliance<sup>2</sup>

Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>
<b>Hazardous Materials</b>						
Central SoMa M-HZ-3: Hazardous Building Materials Abatement	N	Regulations are in place to address the proper removal and disposal of hazardous building materials, including asbestos-containing building materials and lead-based paint.				

### Notes:

- These columns list all the mitigation measures in the Central SoMa PEIR that may apply to subsequent development projects in the Central SoMa Plan Area. The mitigation measure's applicability to the proposed project is identified along with a brief explanation.
- These columns are completed only for mitigation measures that the department determines apply to the proposed project.
- Prior to any ground disturbing activities at the project site.
- Construction is broadly defined to include any physical activities associated with construction of a development project, including but not limited to: site preparation, cleaning, demolition, excavation, shoring, foundation installation, and building construction.
- Measures that have been complied with are shown in this table and compliance with the measure is indicated in the right-hand column. With the exception of Project Mitigation Measures 7 and 11, the description of these mitigation measures are not included in the Mitigation Monitoring and Reporting program below. Mitigation Measures 7 and 11 are included in the Mitigation Monitoring and Reporting Program because these measures require ongoing compliance throughout project operations.
- A pedestrian wind study has been prepared in compliance with Central SoMa Mitigation Measure M-WI-1. The wind study concludes that under existing plus project and project plus cumulative conditions, the proposed project would result in an exceedance of the 1-hour wind hazard criterion. Under existing plus project conditions, 2 locations exceed the 1-hour wind hazard criterion for a total duration of 6 hours. Under project plus cumulative conditions, 6 locations exceed the 1-hour wind hazard criterion for a total duration of 71 hours. Because the proposed project does not meet the 1-hour wind hazard criterion under existing plus project or project plus cumulative conditions, all feasible mitigation measures have been incorporated in the proposed project. These measures include: six Lophostemon confertus street trees on Bryant Street and 8 Tristaniopsis laurina street trees on Welsh Street; the height and density of these trees are assumed to be 15-20 feet in height and have canopy widths of 8-10 feet. These measures are shown on the May 27, 2021 plan set on pages A-043 and L-01. With incorporation of the existing and proposed landscaping in the wind tunnel test, the number of wind hazard locations have been reduced to 1 for a total duration of 2 hours. The pedestrian wind study investigated other feasible wind control measures that included canopies and vertical fins of various configurations attached to the building façade. The results of the wind study conclude that these additional wind control measures would not provide substantial additional reduction in pedestrian level wind currents that would further reduce the wind hazard. Therefore, in compliance with Central SoMa Mitigation Measure M-WI-1, the proposed project has incorporated all feasible mitigation measures to reduce the location and number of hours of wind hazard exceedances. The remainder of Mitigation Measure M-WI-1 requires that the proposed landscaping be maintained in perpetuity.

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa PEIR Mitigation Measures	Applies to the Proposed Project (Y/N/?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Mitigation Measure Completed? <sup>5</sup>

Applicability to the Proposed Project <sup>1</sup>		Period of Compliance <sup>2</sup>				
Central SoMa Improvement Measures	Applies to the Proposed Project (Y/N/?)	Discussion	Prior to the start of Construction <sup>3</sup>	During Construction <sup>4</sup>	Post-Construction or Operational	Compliance with Improvement Measure completed? <sup>5</sup>
Project Improvement Measure 1: Night Lighting Minimization	Y	Proposed uses would include new sources of nighttime lighting			X	

**Notes:**

1. These columns list the improvement measure in the Central SoMa PEIR that may apply to subsequent development projects in the Central SoMa Plan Area. The improvement measure's applicability to the proposed project is identified along with a brief explanation.
2. These columns are completed only for the improvement measure that the department determines apply to the proposed project.
3. Prior to any ground disturbing activities at the project site.
4. Construction is broadly defined to include any physical activities associated with construction of a development project, including but not limited to: site preparation, cleaning, demolition, excavation, shoring, foundation installation, and building construction.
5. Improvement measures that have been complied with are shown in this table and compliance with the measure is indicated in the right-hand column. Improvement measures that have been complied with are not included in the Mitigation Monitoring and Reporting program below.

☒ I agree to implement the attached mitigation and improvement measures as a condition of project approval.



Property Owner or Legal Agent Signature

06/28/21  
Date

Note to sponsor: Please contact [CPC.EnvironmentalMonitoring@sfgov.org](mailto:CPC.EnvironmentalMonitoring@sfgov.org) to begin the environmental monitoring process prior to the submittal of your building permits to the San Francisco Department Building Inspection.

## Determination

The planning department determines the above mitigation measures from the Central SoMa PEIR apply to the proposed project.

  
Lisa Gibson, Environmental Review Officer

6/29/21  
Date

# MITIGATION MONITORING AND REPORTING PROGRAM

## MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures		Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
<b>MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR</b>					
<b>CULTURAL RESOURCES</b>					
<b>Project Mitigation Measure 1 (Implementation of Central SoMa PEIR M-CP-3a): Protect Historical Resources from Adjacent Construction Activities</b>					
The project sponsor shall incorporate into construction specifications for the proposed project a requirement that the construction contractor(s) use all feasible means to avoid damage to the 539 Bryant Street building (located on block 3776, lot 41), a historic resource. Such methods may include maintaining a safe distance between the construction site and the 539 Bryant Street building, using construction techniques that reduce vibration (such as using concrete saws instead of jackhammers or hoe-rams to open excavation trenches, the use of non-vibratory rollers, and hand excavation), appropriate excavation shoring methods to prevent movement of adjacent structures, and providing adequate security to minimize risks of vandalism and fire.		Project sponsor and qualified historic preservation individual.	Prior the start of any demolition, construction, or earth movement.	Planning Department Preservation Technical Specialist and project sponsor.	Considered complete upon acceptance by Planning Department of affidavit from project sponsor that construction specifications to avoid damage to the 539 Bryant Street building have been incorporated into the project.
<b>Project Mitigation Measure 2 (Implementation of Central SoMa PEIR M-CP-3b): Construction Monitoring Program for Historical Resources</b>					
The project sponsor shall undertake a monitoring program to minimize damage to the 539 Bryant Street building (located on block 3776, lot 41), a historic building, and to ensure that any such damage is documented and repaired. The monitoring program shall apply within 25 feet, and shall include the following components, subject to access being granted by the owner(s) of 539 Bryant Street. Prior to the start of any ground-disturbing activity, the project sponsor shall engage a historic architect or qualified historic preservation professional to undertake a preconstruction survey of 539 Bryant Street and photograph the building's existing conditions. Based on the construction and condition of the resource, the consultant shall also establish a standard maximum vibration level that shall not be exceeded at the 539 Bryant Street building, based on existing		Project sponsor and construction contractor.	Prior to the issuance of construction permits, the project sponsor shall submit the following for approval by the Planning Department: <ul style="list-style-type: none"> <li>• Pre-construction survey of 539 Bryant Street</li> <li>• Vibration management and monitoring plan identifying</li> </ul>	Preservation Technical Specialist and project sponsor	Considered complete upon submittal to Planning Department of post-construction Vibration Monitoring Results report documenting monitoring activities, effects, if any, on 539 Bryant Street, and measures taken to remediate any damage.

MONITORING AND REPORTING PROGRAM <sup>1</sup>				
Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
condition, character defining features, soils conditions, and anticipated construction practices (a common standard is 0.2 inch per second, peak particle velocity). To ensure that vibration levels do not exceed the established standard, the project sponsor shall monitor vibration levels at the structure and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should owner permission not be granted, the project sponsor shall employ alternative methods of vibration monitoring in areas under control of the project sponsor. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice, to the extent feasible. (For example, the project will use pre-drilled piles instead of driven piles, if feasible based on soils conditions; smaller, lighter equipment might be able to be used in some cases.) The consultant shall conduct regular periodic inspections of 539 Bryant Street during ground-disturbing activity on the project site. Should damage to the 539 Bryant Street building occur, the building shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.		maximum vibration levels not to be exceeded, monitoring plan, and alternative construction techniques to be implemented in the event the maximum vibration levels are exceeded.		
<b>Project Mitigation Measure 3 (Implementation of Central SoMa PEIR Mitigation Measure M-CP-4a): Archeological Testing</b>	Project sponsor's qualified archeological consultant and construction contractor	Prior to issuance of construction permits and throughout the construction period.	Environmental Review Officer and project sponsor	Considered complete after Final Archeological Resources Report is approved.
<p>The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four</p>				



# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures	Implementation	Mitigation Schedule	Monitoring / Reporting	Monitoring Actions /
	Responsibility		Responsibility	Completion Criteria
<p>weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Sect. 15064.5 (a)(c).</p>				
<p><u>Archeological Testing Program.</u> The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.</p>	<p>Project sponsor's qualified archeological consultant and construction contractor</p>	<p>Prior to issuance of construction permits and throughout the construction period.</p>	<p>Planning Department</p>	<p>Considered complete after approval of Archeological Testing Plan.</p>
<p>The archeological testing program shall be conducted in accordance with the approved Archeological Testing Plan (ATP). The archeological consultant and the ERO shall consult on the scope of the ATP, which shall be approved by the ERO prior to any project-related soils disturbing activities commencing. The ATP shall be submitted first and directly to the ERO for review and comment and shall be considered a draft subject to revision until final approval by the ERO. The archaeologist shall implement the testing as specified in the approved ATP prior to and/or during construction.</p>				
<p>The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, lay out what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ATP shall also identify the testing method to be used, the depth or horizontal extent of testing, and the locations recommended for testing and shall identify archeological monitoring requirements for construction soil disturbance as warranted.</p>				
<p><u>Discovery Treatment Determination.</u> At the completion of the archeological testing program, the archeological consultant shall submit a written summary of the findings to the ERO. The findings memo shall describe and identify each resource and provide an initial assessment of the integrity and significance of encountered archeological deposits.</p>	<p>The archeological consultant, Project Sponsor and project contractor at the</p>	<p>At the completion of archeological testing or discovery of a potentially significant</p>	<p>Planning Department/project sponsor</p>	<p>If preservation in place is feasible, complete when approved ARPP is implemented.</p>

**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

<b>Adopted Mitigation Measures</b>	<b>Implementation Responsibility</b>	<b>Mitigation Schedule</b>	<b>Monitoring / Reporting Responsibility</b>	<b>Monitoring Actions / Completion Criteria</b>
<p>If the ERO in consultation with the archeological consultant determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, the ERO, in consultation with the project sponsor, shall determine whether preservation of the resource in place is feasible. If so, the proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource and the archeological consultant shall prepare an archeological resource preservation plan (ARPP), which shall be implemented by the project sponsor during construction. The consultant shall submit a draft ARPP to the planning department for review and approval.</p> <p>If preservation in place is not feasible, a data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible. The ERO in consultation with the archeological consultant shall also determine if additional treatment is warranted, which may include additional testing and/or construction monitoring.</p>	<p>direction of the ERO.</p>	<p>archeological resource</p>		<p>If preservation in place is not feasible, complete when treatment is determined and implemented.</p>
<p><u>Consultation with Descendant Communities.</u> On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Archeological Resources Report (ARR) shall be provided to the representative of the descendant group.</p>	<p>The archeological consultant, Project Sponsor and project contractor at the direction of the ERO.</p>	<p>During testing and if applicable monitoring of soils disturbing activities.</p>	<p>Planning Department/project sponsor</p>	<p>Descendant group provides recommendations and is given a copy of the ARR.</p>
<p><u>Archeological Data Recovery Plan.</u> An archeological data recovery program shall be conducted in accordance with an Archeological Data Recovery Plan (ADRP) if all three of the following apply: 1) a resource has potential to be significant, 2) preservation in place is not feasible, and 3) the ERO determines that an archeological data recovery program is warranted. The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior</p>	<p>Project sponsor's qualified archeological consultant and construction contractor.</p>	<p>In the event that an archeological site is uncovered during the construction period.</p>	<p>Planning Department/ project sponsor</p>	<p>Considered complete after approval of Final Archeological Results Report.</p>

# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures	Implementation	Monitoring / Reporting	Monitoring Actions / Completion Criteria
	Responsibility		
to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.			

- *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations.
- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.
- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program based on the results of the archaeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

<b>Adopted Mitigation Measures</b>	<b>Implementation Responsibility</b>	<b>Mitigation Schedule</b>	<b>Monitoring / Reporting Responsibility</b>	<b>Monitoring Actions / Completion Criteria</b>
Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Medical Examiner of the City and County of San Francisco and, in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The ERO also shall be notified immediately upon the discovery of human remains.	Project sponsor / archeological consultant in consultation with the San Francisco Medical Examiner, NAHC, and MLD.	In the event that human remains are uncovered during the construction period.	Planning Department	Considered complete after approval of Final Archeological Results Report and disposition of human remains has occurred as specified in Agreement.
<p>The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement ("Agreement") with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and funerary objects. If the MLD agrees to scientific analyses of the remains and/or funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement.</p> <p>Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept treatment recommendations of the MLD. However, if the ERO, project sponsor and MLD are unable to reach an Agreement on scientific treatment of the remains and associated or unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains and funerary objects are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance.</p>				

**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

<b>Adopted Mitigation Measures</b>	<b>Implementation Responsibility</b>	<b>Mitigation Schedule</b>	<b>Monitoring / Reporting Responsibility</b>	<b>Monitoring Actions / Completion Criteria</b>
Treatment of historic-period human remains and funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project's Archeological treatment documents, and in any related agreement established between the project sponsor, Medical Examiner and the ERO.				
<u>Archeological Public Interpretation Plan.</u> The project archeological consultant shall submit an Archeological Public Interpretation Plan (APIP) if a significant archeological resource is discovered during a project. If the resource to be interpreted is a tribal cultural resource, the APIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The APIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The APIP shall be sent to the ERO for review and approval. The APIP shall be implemented prior to occupancy of the project.	Archeological consultant at the direction of the ERO will prepare APIP. Measure laid out in APIP are implemented by sponsor and consultant.	Following completion of treatment, analysis, and interpretation of by archeological consultant.	Planning Department/project sponsor.	APIP is complete after review and approval by ERO. Interpretive program is complete on certification to ERO that program has been implemented.
<u>Archeological Resources Report.</u> Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the testing program to the ERO. The archeological consultant shall submit a draft Archeological Resources Report (ARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological, historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements. Formal site recordation forms (CA DPR 523 series) shall be attached to the ARR as an appendix.	Archeological consultant at the direction of the ERO.	At completion of archeological investigations.	Planning Department/ project sponsor	Considered complete after ARR is approved.
Once approved by the ERO, copies of the ARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the ARR to the NWIC. The environmental planning division of the planning department shall receive one (1) bound hardcopy of the ARR. Digital files that shall be submitted to the environmental division include an unlocked, searchable PDF version of the ARR, GIS shapefiles of the site and feature locations, any formal site recordation forms (CA DPR 523 series), and/or documentation for nomination to				

# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures		Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
the National Register of Historic Places/California Register of Historical Resources. The PDF ARR, GIS files, recordation forms, and/or nomination documentation should be submitted via USB or other stable storage device. If a descendant group was consulted during archeological treatment, a PDF of the ARR shall be provided to the representative of the descendant group.					
<u>Curation.</u> If archeological data recovery is undertaken, materials and samples of future research value from significant archaeological resources shall be permanently curated at a facility approved by the ERO.	Project archeologist prepares collection for curation and project sponsor pays for curation costs.	Upon acceptance by the ERO of the final report.	Planning Department/ project sponsor	Upon submittal of the collection for curation the sponsor or archaeologist shall provide a copy of the signed curatorial agreement to the ERO. Considered complete upon acceptance of the collection by the curatorial facility.	
TRIBAL CULTURAL RESOURCES					
Project Mitigation Measure 4 (Implementation of Central SoMa PEIR Mitigation Measure M-CP-5): Tribal Cultural Resources Program					
<u>Preservation in place.</u> In the event of the discovery of an archeological resource of Native American origin, the Environmental Review Officer (ERO), the project sponsor, and the tribal representative, shall consult to determine whether preservation in place would be feasible and effective. If it is determined that preservation-in-place of the tribal cultural resource would be both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan, which shall be implemented by the project sponsor during construction. The consultant shall submit a draft ARPP to Planning for review and approval.	Project sponsor archeological consultant, and ERO, in consultation with the affiliated Native American tribal	If significant archeological resource is present, during implementation of the project.	Planning Department/ project sponsor	Considered complete upon completion and approval of ARPP and project redesign.	
<u>Interpretive Program.</u> If the ERO, in consultation with the affiliated Native American tribal representatives and the project sponsor, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, then archeological data recovery shall be implemented as required by the ERO and in consultation with affiliated Native American tribal representatives. In	Project sponsor in consultation with the tribal representative.	After determination that preservation in place is not feasible, and subsequent to archeological data recovery.	Planning Department/ project sponsor	Sponsor or archeological consultant shall submit the Tribal Cultural Resources Interpretation Plan to the ERO for review and approval.	



# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures	Implementation			Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
	Responsibility	Mitigation Schedule			
<p>addition, the project sponsor shall implement an interpretive program of the tribal cultural resource in consultation with affiliated tribal representatives. A Tribal Cultural Resources Interpretation Plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, cultural displays and interpretation, and educational panels or other informational displays. Upon approval by the ERO and affiliated Native American tribal representatives, and prior to project occupancy, the interpretive program shall be implemented by the project sponsor.</p>					<p>Complete upon sponsor verification to ERO that interpretive program was implemented.</p>

## TRANSPORTATION AND CIRCULATION

### Project Mitigation Measure 5 (Implementation of Central SoMa PEIR

#### Mitigation Measure M-TR-3a): Transit Enhancements

Project Mitigation Measure 5 (Implementation of Central SoMa PEIR Mitigation Measure M-TR-3a): Transit Enhancements	Project sponsor	Ongoing during project operations	Planning Department and project sponsor.	Abatement of queues during operations
The project sponsor shall ensure that recurring vehicle queues do not substantially affect public transit operations on the public right-of-way near the off-street vehicular parking facility located on Bryant Street. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility shall employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or onsite queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; transportation demand				

**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
management strategies such as those listed in the San Francisco Planning Code Transportation Demand Management Program.				
If the Planning Director, or his or her designee, suspects that a recurring queue is present, the Department shall notify the project sponsor in writing. Upon request, the project sponsor shall hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant shall prepare a monitoring report to be submitted to the Department for review. If the Department determines that a recurring queue does exist, the facility project sponsor shall have 90 days from the date of the written determination to abate the queue.				
<b>Project Mitigation Measure 6 (Implementation of Central SoMa PEIR Mitigation Measure M-TR-9): Construction Management Plan</b>	Project sponsor	Prior to the start of project construction and throughout the construction period.	Project sponsor to develop the plan; San Francisco Municipal Transportation Agency, San Francisco Public Works, and planning department to review and approve.	Considered complete upon approval of construction management plan and completion of project's construction.
If construction of the proposed project is determined to overlap with nearby adjacent project(s) as to result in transportation-related impacts, the project sponsor or its contractor(s) shall consult with various City departments such as the SFMTA and Public Works, and other interdepartmental meetings as deemed necessary by the SFMTA, Public Works, and the Planning Department, to develop a Coordinated Construction Management Plan. The Coordinated Construction Management Plan, to be prepared by the contractor, would be reviewed by the SFMTA and would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Based on review of the construction logistics plan, the project may be required to consult with SFMTA Muni Operations prior to construction to review potential effects to nearby transit operations.				



**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

<b>Adopted Mitigation Measures</b>	<b>Implementation</b>	<b>Mitigation Schedule</b>	<b>Monitoring / Reporting</b>	<b>Monitoring Actions / Completion Criteria</b>
	<b>Responsibility</b>		<b>Responsibility</b>	
<p>The Construction Management Plan and, if required, the Coordinated Construction Management Plan, shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• <i>Restricted Construction Truck Access Hours</i>—Limit construction truck movements during the hours between 7:00 and 9:00 a.m. and between 4:00 and 7:00 p.m., and other times if required by the SFMTA, to minimize disruption to vehicular traffic, including transit during the a.m. and p.m. peak periods.</li> <li>• <i>Construction Truck Routing Plans</i>—Identify optimal truck routes between the regional facilities and the project site, taking into consideration truck routes of other development projects and any construction activities affecting the roadway network.</li> <li>• <i>Coordination of Temporary Lane and Sidewalk Closures</i>—The project sponsor shall coordinate travel lane closures with other projects requesting concurrent lane and sidewalk closures through interdepartmental meetings, to minimize the extent and duration of requested lane and sidewalk closures. Travel lane closures shall be minimized especially along transit and bicycle routes, so as to limit the impacts to transit service and bicycle circulation and safety.</li> <li>• <i>Maintenance of Transit, Vehicle, Bicycle, and Pedestrian Access</i>—The project sponsor/construction contractor(s) shall meet with Public Works, SFMTA, the Fire Department, Muni Operations and other City agencies to coordinate feasible measures to include in the Coordinated Construction Management Plan to maintain access for transit, vehicles, bicycles and pedestrians. This shall include an assessment of the need for temporary transit stop relocations or other measures to reduce potential traffic, bicycle, and transit disruption and pedestrian circulation effects during construction of the project.</li> <li>• <i>Carpool, Bicycle, Walk and Transit Access for Construction Workers</i>—The construction contractor shall include methods to encourage carpooling, bicycling, walk and transit access to the project site by construction workers (such as providing transit subsidies to construction workers, providing secure bicycle parking spaces, participating in free-to-employee ride matching program from <a href="http://www.511.org">www.511.org</a>, participating in emergency ride home program through the City of San Francisco (<a href="http://www.sferh.org">www.sferh.org</a>), and providing transit information to construction workers).</li> <li>• <i>Construction Worker Parking Plan</i>—The location of construction worker parking shall be identified as well as the person(s) responsible for monitoring the implementation of the proposed parking plan. The use of on-street parking to accommodate construction worker parking shall</li> </ul>				

# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures	Implementation	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
	Responsibility		
<p>be discouraged. All construction bid documents shall include a requirement for the construction contractor to identify the proposed location of construction worker parking, if on-site, the location, number of parking spaces, and area where vehicles would enter and exit the site shall be required. If off-site parking is proposed to accommodate construction workers, the location of the off-site facility, number of parking spaces retained, and description of how workers would travel between the off-site facility and project site shall be required.</p> <ul style="list-style-type: none"> <li><i>Project Construction Updates for Adjacent Businesses and Residents</i>—To minimize construction impacts on access for nearby institutions and businesses, the project sponsor shall provide nearby residences and adjacent businesses with regularly updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures. At regular intervals to be defined in the Construction Management Plan and, if necessary, in the Coordinated Construction Management Plan, a regular email notice shall be distributed by the project sponsor that shall provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.</li> </ul>			

## NOISE

### Project Mitigation Measure 8 (Implementation of Central SoMa PEIR

#### Mitigation Measure M-NO-2a): General Construction Noise Control Measures

The project sponsor shall undertake the following:

- Require the general contractor to ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds), wherever feasible.
- Require the general contractor to locate stationary noise sources (such as compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and to construct barriers around such sources and/or the construction site, which could reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, if feasible.
- Require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically

Project sponsor	Prior to the issuance of building permits and along with the submission of construction documents to the planning department for development of the noise control plan. Project sponsor to implement the noise control plan during construction. If noise monitoring is required, reporting to be submitted to the planning	Planning department to review and approve the noise control plan and to review monitoring reports, as needed; health department or police department for noise complaints.	Considered complete upon approval of the Construction Noise Control Plan, submittal of any required monitoring reports and after construction is complete.
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# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures				Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
<p>powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which could reduce noise levels by as much as 10 dBA.</p> <ul style="list-style-type: none"> <li>Include noise control requirements in specifications provided to construction contractors. Such requirements could include, but are not limited to, performing all work in a manner that minimizes noise to the extent feasible; use of equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants, as feasible; and selecting haul routes that avoid residential buildings to the extent that such routes are otherwise feasible.</li> </ul> <p>Prior to the issuance of a building permit, along with the submission of construction documents, submit to the Planning Department and Department of Building Inspection (DBI) a list of measures that shall be implemented and that shall respond to and track complaints pertaining to construction noise (noise control plan). These measures shall include (1) a procedure and phone numbers for notifying DBI and the Police Department (during regular construction hours and off-hours); (2) a sign posted onsite describing noise complaint procedures and a complaint hotline number that shall be answered at all times during construction; (3) designation of an on-site construction complaint and enforcement manager for the project; and (4) notification of neighboring residents and non-residential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities (defined as activities generating anticipated noise levels of 80 dBA or greater without noise controls, which is the standard in the Police Code) about the estimated duration of the activity.</p>					department regularly as established in the noise control plan.		
<p><b>AIR QUALITY</b></p> <p><b>Project Mitigation Measure 9 (Implementation of Central SoMa PEIR Mitigation M-AQ-5a): Best Available Control Technology for Diesel Generators and Fire Pumps</b></p> <p>All diesel generators shall have engines that (1) meet Tier 4 Final or Tier 4 Interim emission standards, or (2) meet Tier 2 emission standards and are equipped with a California Air Resources Board Level 3 Verified Diesel Emissions Control Strategy. For each new diesel backup generator permit submitted for the project, including any associated generator pads, engine and filter specifications shall be submitted to the San Francisco Planning Department for review and approval prior to issuance of a permit for the generator from the San Francisco Department</p>				Project sponsor	For specifications, prior to issuance of building permit for diesel generator. For maintenance, ongoing.	Planning department (Environmental Review Officer, Air Quality technical staff) to review and approve.	Project plans indicate proposed generator is Tier 4 interim/final (May 27, 2021 plan set, page A-047). Maintenance portion is ongoing and records are subject to Planning Department review upon request.

**MONITORING AND REPORTING PROGRAM<sup>1</sup>**

<b>Adopted Mitigation Measures</b>	<b>Implementation Responsibility</b>	<b>Mitigation Schedule</b>	<b>Monitoring / Reporting Responsibility</b>	<b>Monitoring Actions / Completion Criteria</b>
<p>of Building Inspection. Once operational, all diesel backup generators and Verified Diesel Emissions Control Strategy shall be maintained in good working order in perpetuity and any future replacement of the diesel backup generators and Level 3 Verified Diesel Emissions Control Strategy filters shall be required to be consistent with these emissions specifications. The operator of the facility shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator and provide this information for review to the Planning Department within three months of requesting such information.</p> <p><b>Project Mitigation Measure 10 (Implementation of Central SOMA PEIR Mitigation Measure M-AQ-6a): Construction Emissions Minimization Plan</b></p> <p>The project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall be designed to reduce air pollutant emissions to the greatest degree practicable.</p> <p>The Plan shall detail project compliance with the following requirements:</p> <ol style="list-style-type: none"> <li>1. All off-road equipment greater than 25 horsepower and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: <ol style="list-style-type: none"> <li>a) Where access to alternative sources of power are available, portable diesel engines shall be prohibited;</li> <li>b) All off-road equipment shall have: <ol style="list-style-type: none"> <li>i. Engines that meet or exceed either U.S. Environmental Protection Agency or California Air Resources Board Tier 3 off-road emission standards, <i>and</i></li> <li>ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS)<sup>1</sup></li> </ol> </li> </ol> </li> <li>c) Exceptions: <ol style="list-style-type: none"> <li>i. Exceptions to 1(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with 1(b) for onsite power generation. ii. Exceptions to 1(b)</li> </ol> </li> </ol>	Project sponsor and construction contractor	<p>Prior to issuance of construction permits</p> <p>Project sponsor to submit:</p> <ol style="list-style-type: none"> <li>1. Construction emissions minimization plan for review and approval and</li> <li>2. Signed certification statement</li> </ol>	<p>Planning department (Environmental Review Officer, Air Quality technical staff) to review and approve/ project sponsor to report.</p>	<p>Considered complete upon Planning Department review and acceptance of Construction Emissions Minimization Plan, implementation of the plan, submittal of quarterly and final reports, and completion of project construction activities.</p>

<sup>1</sup> Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet the Tier 3 emissions standard and level 3 VDECS requirement, therefore VDECS would not be required.

MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures				Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
(ii) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS (1) is technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to 1(b)(ii), the project sponsor shall comply with the requirements of 1(c)(iii).							
iii. If an exception is granted pursuant to 1(c)(ii), the project sponsor shall provide the next-cleanest piece of off-road equipment as provided by the step-down schedule in Table M-AQ-4:							
M-AQ-Road	Compliance Alternative	Engine Emission Standard	Emissions Control	Table 4 Off-Road			
	1	Tier 3**	ARB Level 2 VDECS				
	2	Tier 3	ARB Level 1 VDECS				

Equipment Compliance Step Down Schedule\*

\* How to use the table. If the requirements of 1(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met.

\*\*Minimum Tier 3 off road emissions standards are required because the project exceeds the construction criteria air pollutant screening levels. Tier 3 and Tier 4 equipment substantially reduce NOx and PM emissions.

# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures		Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
2.	The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two-minute idling limit.				
3.	The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.				
4.	The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For the VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date.				
5.	The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of the Plan as requested.				
6.	<i>Reporting.</i> Quarterly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in Paragraph 4, above.  Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in Paragraph 4.				
7.	<i>Certification Statement and On-site Requirements.</i> Prior to the commencement of construction activities, the project sponsor shall certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.				

## WIND



# MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures		Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
<b>Project Mitigation Measure 12 (Implementation of Central SoMa PEIR Mitigation Measure M-WI-1): Wind Hazard Criterion for Plan Area</b>		Project sponsor	Ongoing after installation of landscaping features.	Planning Department/ project sponsor	Ongoing during project operations. Project sponsor to submit documentation to the Planning Department upon request.

## BIOLOGICAL RESOURCES

### Project Mitigation Measure 13 (Implementation of Central SoMa PEIR

#### Mitigation Measure M-BI-1): Pre-Construction Bat Surveys

Project sponsor	Prior to issuance of building permits project sponsor to provide scope of work for bat surveys for review and approval by the planning department.	Planning department to review and approve bat survey scope of work.	Considered complete upon issuance of building permits and completion of bat survey work conducted in accordance with the approved scope of work.
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The project sponsor shall conduct preconstruction special-status bat surveys for the removal of trees with a diameter at breast height equal to or greater than 6 inches. If active day or night roosts are found, a qualified biologist (i.e., a biologist holding a California Department of Fish and Wildlife (CDFW) collection permit and a Memorandum of Understanding with the CDFW allowing the biologist to handle and collect bats) shall take actions to make such roosts unsuitable habitat prior to tree removal. A no disturbance buffer shall be created around active bat roosts being used for maternity or hibernation purposes at a distance to be determined in consultation with CDFW. Bat roosts initiated during construction are presumed to be unaffected, and no buffer would be necessary.

## IMPROVEMENT MEASURES AGREED TO BY PROJECT SPONSOR

### Project Improvement Measure 1 (Implementation of Central SoMa PEIR

#### Improvement Measure I-BI-2): Night Lighting Minimization

Project sponsor	Ongoing during project operation	Planning Department/ project sponsor	Considered complete upon approval of building plans by Planning Department. Planning Department may engage in follow up discussions with project sponsor, as applicable.
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The project sponsor should implement bird-safe building operations to prevent and minimize bird strike impacts, including but not limited to the following measures:

- Reduce building lighting from exterior sources by:
  - Minimizing the amount and visual impact of perimeter lighting and façade up-lighting and avoid up-lighting of rooftop antennae and other tall equipment, as well as of any decorative features;
  - Installing motion-sensor lighting;
  - Utilizing minimum wattage fixtures to achieve required lighting levels.

## MONITORING AND REPORTING PROGRAM<sup>1</sup>

Adopted Mitigation Measures			
Implementation Responsibility	Mitigation Schedule	Monitoring / Reporting Responsibility	Monitoring Actions / Completion Criteria
<ul style="list-style-type: none"> <li>• Reduce building lighting from interior sources by:               <ul style="list-style-type: none"> <li>• Dimming lights in lobbies, perimeter circulation areas, and atria;</li> <li>• Turning off all unnecessary lighting by 11 p.m. through sunrise, especially during peak migration periods (mid-March to early June and late August through late October);</li> <li>• Utilizing automatic controls (motion sensors, photo-sensors, etc.) to shut off lights in the evening when no one is present;</li> <li>• Encouraging the use of localized task lighting to reduce the need for more extensive overhead lighting;</li> <li>• Scheduling nightly maintenance to conclude by 11 p.m.;</li> <li>• Educating building users about the dangers of night lighting to birds</li> </ul> </li> </ul>			

<sup>1</sup> Definitions of MMRP Column Headings:

*Adopted Mitigation Measures:* Full text of the mitigation measure(s).

*Implementation Responsibility:* Entity who is responsible for implementing the mitigation measure. In most cases this is the project sponsor and/or project's sponsor's contractor/consultant and at times under the direction of the planning department.

*Mitigation Schedule:* Identifies milestones for when the actions in the mitigation measure need to be implemented.

*Monitoring/Reporting Responsibility:* Identifies who is responsible for monitoring compliance with the mitigation measure and any reporting responsibilities. In most cases it is the Planning Department who is responsible for monitoring compliance with the mitigation measure. If a department or agency other than the planning department is identified as responsible for monitoring, there should be an expressed agreement between the planning department and that other department/agency. In most cases the project sponsor, their contractor, or consultant are responsible for any reporting requirements.

*Monitoring Actions/Completion Criteria:* Identifies the milestone at which the mitigation measure is considered complete. This may also identify requirements for verifying compliance.





## 555-585 Bryant Street

San Francisco, CA 94107

Housing Sustainability District Application Drawings

05 — 27 — 2021

SHEET #	NAME				
G-000	COVER SHEET	A-040	BASEMENT LEVEL -3 PLAN - PROPOSED	C-080	SDAT REVIEW LETTER 1 PG 1-2
G-001	DRAWING INDEX	A-041	BASEMENT LEVEL -2 PLAN - PROPOSED	C-081	SDAT REVIEW LETTER 1 PG 3-4
G-001A	OVERALL HSD CHANGES NARRATIVE	A-042	BASEMENT LEVEL -1 PLAN - PROPOSED	C-082	SDAT REVIEW LETTER 1 PG 5
G-002	AERIAL SITE VIEW	A-043	GROUND FLOOR PLAN - PROPOSED	C-090	PLANNING CODE REVIEW CHECKLIST March 10, 2021
G-003	SITE LOCATION	A-044	SECOND FLOOR PLAN - PROPOSED	C-091	PLANNING CODE REVIEW CHECKLIST March 10, 2021
G-004	SURVEY SHEET	A-045	TYPICAL FLOOR PLAN - PROPOSED	C-092	PLANNING CODE REVIEW CHECKLIST March 10, 2021
G-005	STREET VIEW - BRYANT STREET (EXISTING)	A-046	SIXTEENTH FLOOR PLAN - PROPOSED	C-093	PLANNING CODE REVIEW CHECKLIST March 10, 2021
G-006	STREET VIEW - WELSH STREET (EXISTING)	A-047	ROOF PLAN - PROPOSED	C-094	URBAN DESIGN GUIDELINES MATRIX PAGE 1-2
G-007	SITE PLAN - EXISTING	A-048	BRYANT STREET ELEVATION - PROPOSED	C-095	PLANNING CODE REVIEW CHECKLIST March 14, 2021
G-008	STREET ELEVATIONS - EXISTING	A-049	WELSH STREET ELEVATION - PROPOSED	C-096	PLANNING CODE REVIEW CHECKLIST March 14, 2021
G-009	SITE SECTIONS - EXISTING	A-050	SIDE VIEW ELEVATIONS - PROPOSED	C-097	PLANNING CODE REVIEW CHECKLIST March 14, 2021
G-010	NEIGHBORHOOD W/ PENDING PROJECTS	A-051	MATERIAL PALETTE - PROPOSED	C-098	SDAT REVIEW LETTER 2 PG 1-2
		A-052	MATERIALS BOARD - PROPOSED	C-099	SDAT REVIEW LETTER 2 PG 3-4
		A-053	BUILDING SECTION - PROPOSED	A-100	BASEMENT EGRESS PLAN B2 - PROPOSED
	STATE DENSITY BONUS - BASELINE PROJECT	A-054	BUILDING SECTION - PROPOSED	A-101	BASEMENT EGRESS PLAN B1 - PROPOSED
		A-055	PROJECT DATA - PROPOSED	A-102	GROUND FLOOR EGRESS PLAN - PROPOSED
A-011	PROJECT DESCRIPTION			A-103	SECOND FLOOR EGRESS PLAN - PROPOSED
A-012	ZONING ENVELOPE - BASELINE	L-01	GROUND FLOOR STREETScape PLAN	A-104	TYPICAL FLOOR EGRESS PLAN - PROPOSED
A-013	BUILDING SECTION - BASELINE	L-02	BRYANT STREET SECTIONS	A-105	SIXTEENTH FLOOR EGRESS PLAN - PROPOSED
A-014	BUILDING SECTION - BASELINE	L-03	WELSH STREET SECTIONS	A-106	LOWER ROOF EGRESS PLAN - PROPOSED
A-015	PROJECT DATA - BASELINE	L-04	COURTYARD LANDSCAPE PLAN		
A-016	GROUND FLOOR PLAN - BASELINE	L-05	ROOF TERRACE LANDSCAPE PLAN		DRIVEWAY AND LOADING OPERATION PLAN
A-017	TYPICAL FLOOR PLAN - BASELINE				TRANSPORT DEMAND MANAGEMENT PLAN
	PROPOSED PROJECT		APPENDIX		
A-020	ZONING INFORMATION	A-060	DESIGN GUIDELINES RESPONSES		
A-021	ZONING ENVELOPE - PROPOSED	A-061	DESIGN GUIDELINES RESPONSES		
A-022	SITE ANALYSIS	A-062	DESIGN GUIDELINES RESPONSES		
A-023	MASSING AND BULK DIAGRAMS	A-063	DESIGN GUIDELINES RESPONSES		
A-024	EXISTING RIGHT-OF-WAY DIAGRAM	A-064	PLANNING REVIEW RESPONSE EXHIBITS		
		A-065	PLANNING REVIEW RESPONSE EXHIBITS		
	RENDERING - BRYANT/4TH STREET	A-066	PLANNING REVIEW RESPONSE EXHIBITS		
	RENDERING - GROUND FLOOR AT BRYANT ST	A-067	PLANNING REVIEW RESPONSE EXHIBITS		
	RENDERING - GROUND FLOOR AT WELSH ST	A-068	PLANNING REVIEW RESPONSE EXHIBITS		
	RENDERING - WELSH STREET AERIAL	A-070	BASEMENT PLAN B2 - ALTERNATE		
	RENDERING - HIGHWAY 80	A-071	BASEMENT PLAN B1 - ALTERNATE		
		A-072	GROUND FLOOR PLAN - ALTERNATE		

#### DRAWING INDEX

Housing Sustainability District Application Drawings  
555-585 Bryant Street  
San Francisco, CA 94107

05-27-2021

G - 001

## 555-585 BRYANT – OVERALL HSD CHANGES NARRATIVE:

The project sponsor has received review comments from the Planning Department and Street Design Advisory Team and has incorporated revisions to the project design as described below. The Planning Code Review, SDAT Review Letter, and Urban Design Guidelines Matrix are included for reference in the Appendix of this submittal document.

In the State Density Base project portion of the submittal the Project Sponsor has eliminated the basement, adjusted the ground floor to include all of the required PDR space with the use of a mezzanine, and adjusted the residential floor to floor height to 9'-0" as requested. The area tabulation for the Base project has been updated to reflect these changes.

The Proposed project has modified the list of waiver and incentive requests. The request to provide less open space than required by code is now listed as an incentive. The request to provide less than 50% of the roof area as Living Roof is now listed as a ZA waiver with additional information provided on page A-066. An additional ZA waiver has been requested to eliminate the required Off Street Freight Loading space for the PDR space since the intended Trade Shop use is unlikely to have enough demand to warrant the additional space. The previously requested waiver for showers and lockers at the PDR space has been eliminated.

The Project drawings have been revised to reflect responses to the comments from Planning and SDAT. At the ground floor additional notations have been added to clarify a number of items at the streetscape and building interior including but not limited to dimensions, use, parking, and loading space labels. See G-004 Survey, A-043, and A-056 proposed plan drawings.

Per SDAT supported Option 2 from item 2 in SDAT Review Letter 1 the Project proposes to widen the sidewalk at Welsh to 14ft total and remove street parking along the project's frontage while ensuring 14ft clear width for fire and emergency access along Welsh Street.

Along the Welsh Street elevation the use of masonry cladding has been increased at the base of the building adding to its apparent 'heft' while preserving the separation between the traditional masonry expression of the base and the highly articulated and geometric angled bay language of the upper portions of the building. Enlarged rendering exhibits on page C-067 show how windows will be recessed from the face of adjacent facades to provide additional depth and visual texture.

The vehicle entry door at Bryant Street has been reduced to 20ft in width, and one of the required Residential off-street loading spaces has been replaced with 2 service vehicle spaces at Basement 2 per 153(a)(6). In conjunction with this change the required clear height for the single remaining full size loading space is reduced to 12ft as allowed per 154(b)(2). The number of dedicated Car Share parking spaces has been increased to 4 and the required 200 Class I bicycle spaces are now labelled on the plan.

Open space for the project is provided primarily at the south facing roof terrace, private balconies on the south facade, and at the ground floor residential entry stoops at Welsh Street. These locations have been chosen due to the proximity of the site to I-880 and its Bryant Street off-ramp to the north along with the limited solar access to the project's interior courtyards. Two intensively landscaped courtyards at Level 2 contribute to the green roof area for the project and are 30ft wide to allow adequate exposure for dwelling units not facing onto Bryant or Welsh.

In the 'Alternate Scheme' the previously labelled Flex Amenity space at the ground floor facing Bryant Street has been re-designated a "Co-working / Resident Lounge" as part of the overall residential use. This space will be very active during the daytime as a place for residents to both work from home and have social interactions. The 'Alternate Scheme' now includes an additional basement level making it more compatible with the primary proposed scheme. This change does include any increase in requested parking quantity.

The required Driveway and Loading Operations Plan and Transport Demand Management Study are included in the appendix of this submittal. A wind Study, Shadow Study, and Environmental Noise Study will be submitted separately.



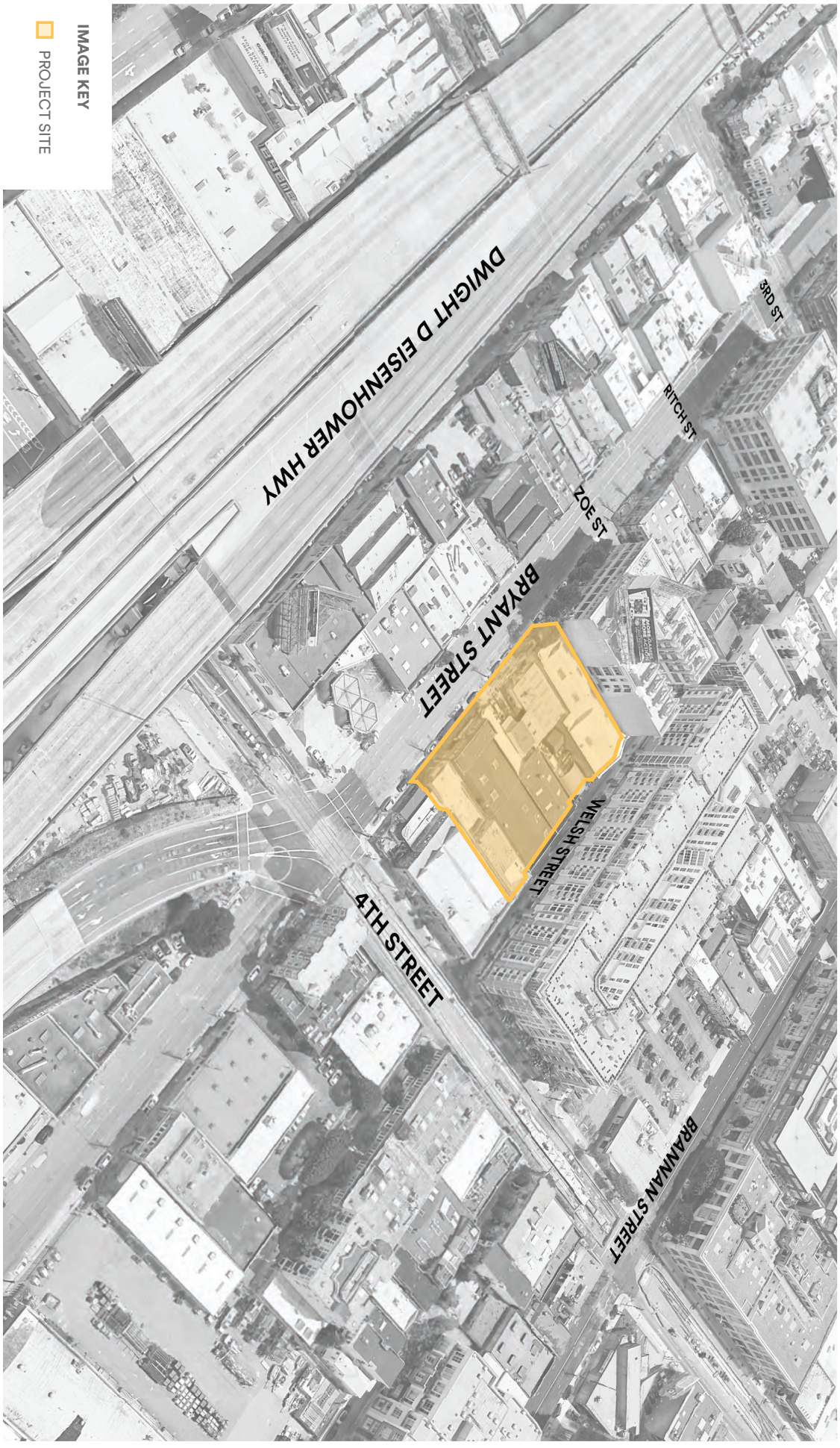


IMAGE KEY

PROJECT SITE

AERIAL SITE VIEW

Housing Sustainability District Application Drawings  
555-585 Bryant Street  
San Francisco, CA 94107

05-27-2021

G - 002









SOUTH SIDE OF BRYANT - EXISTING CONDITIONS





NORTH SIDE OF WELSH - EXISTING CONDITIONS

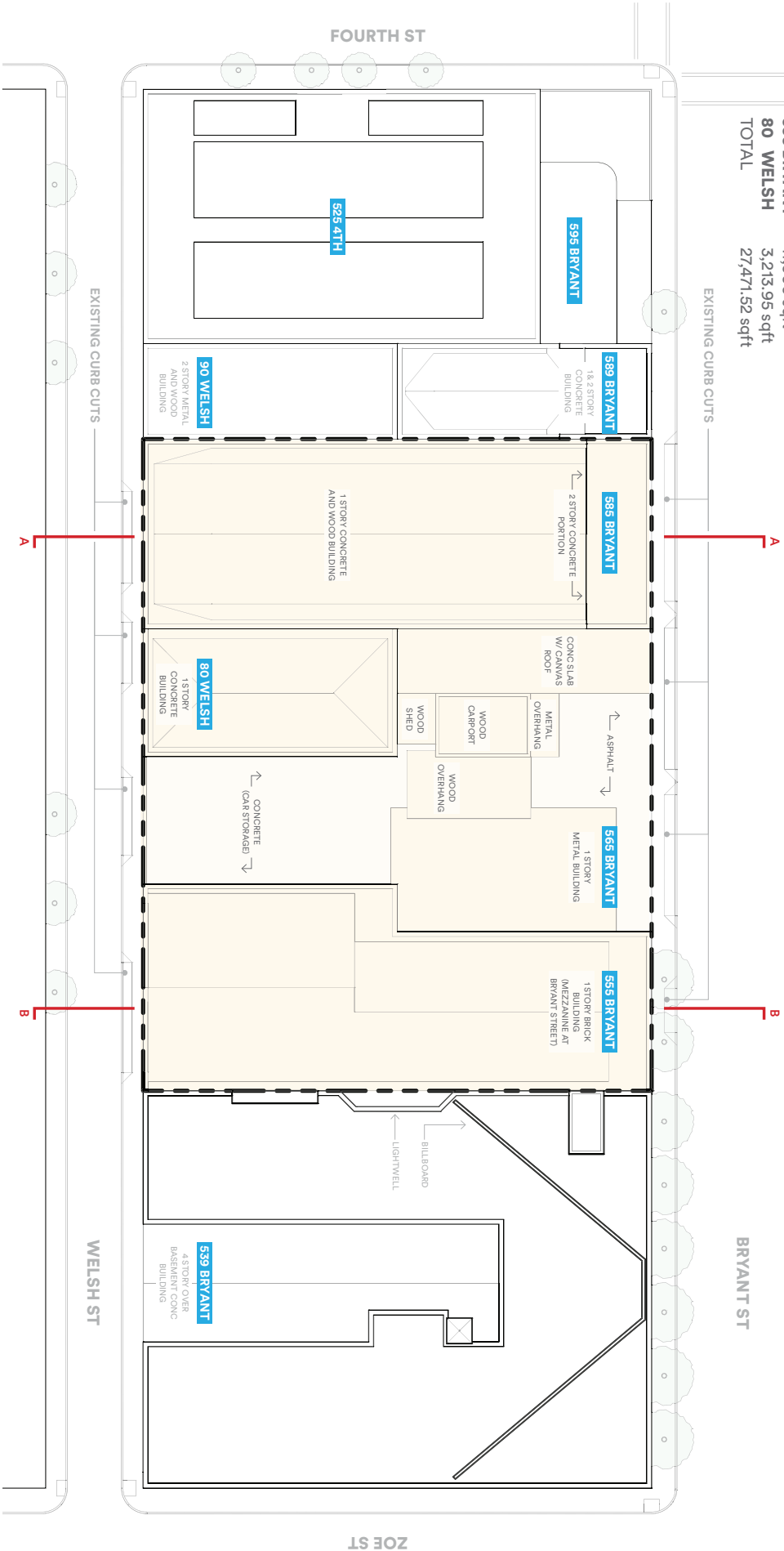


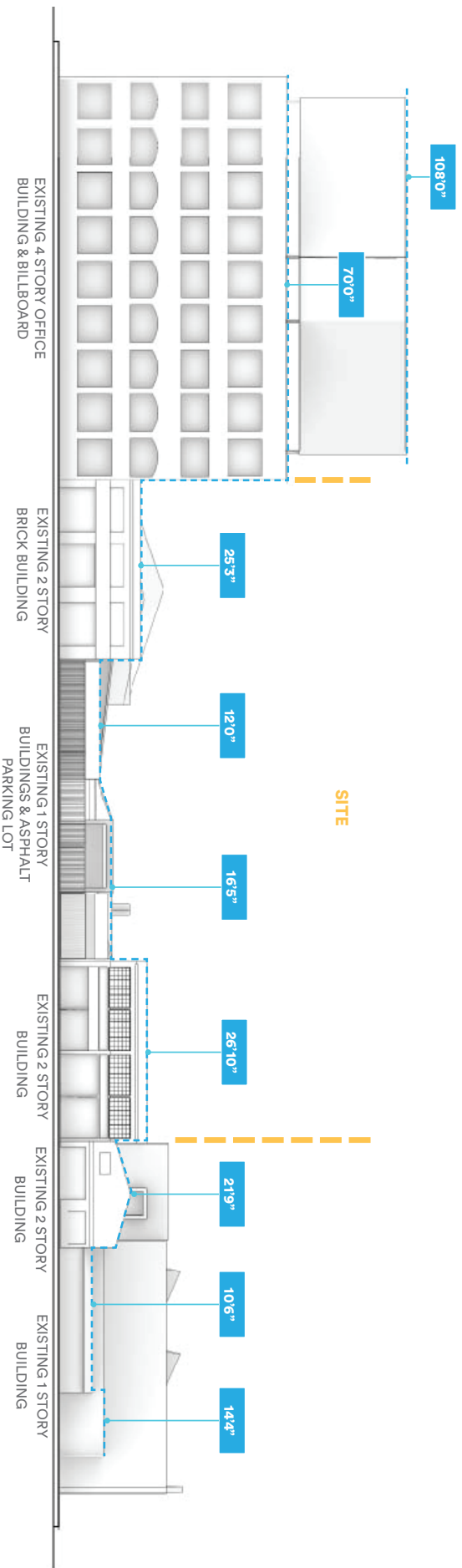
SOUTH SIDE OF WELSH - EXISTING CONDITIONS



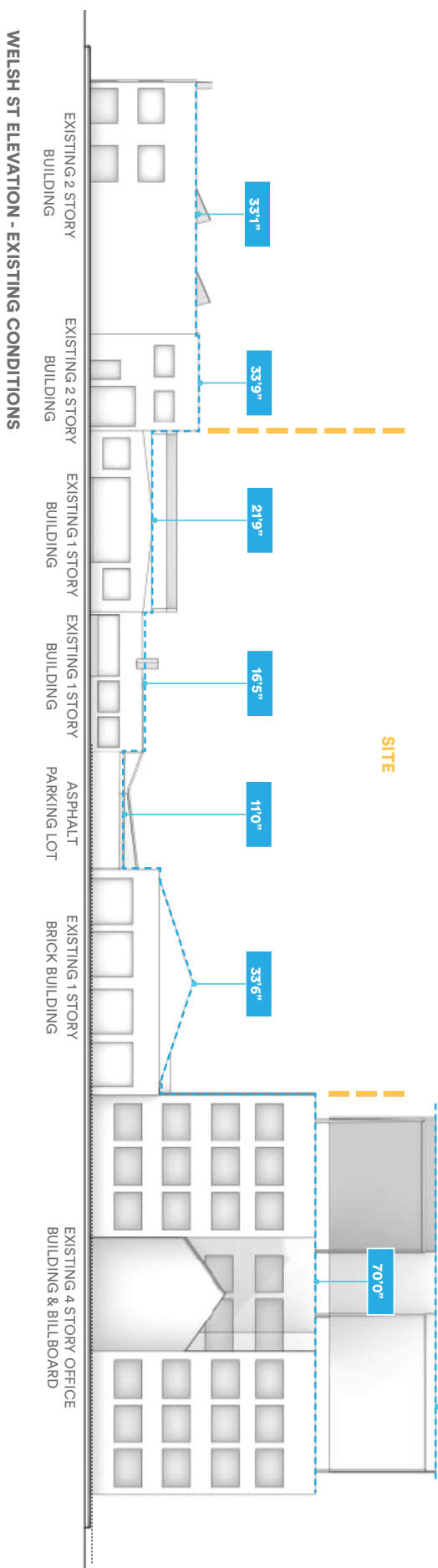
EXISTING PDR AREA

585 BRYANT	10,725.66 sqft
565 BRYANT	2,531.91 sqft
555 BRYANT	11,000 sqft
80 WELSH	3,213.95 sqft
TOTAL	27,471.52 sqft

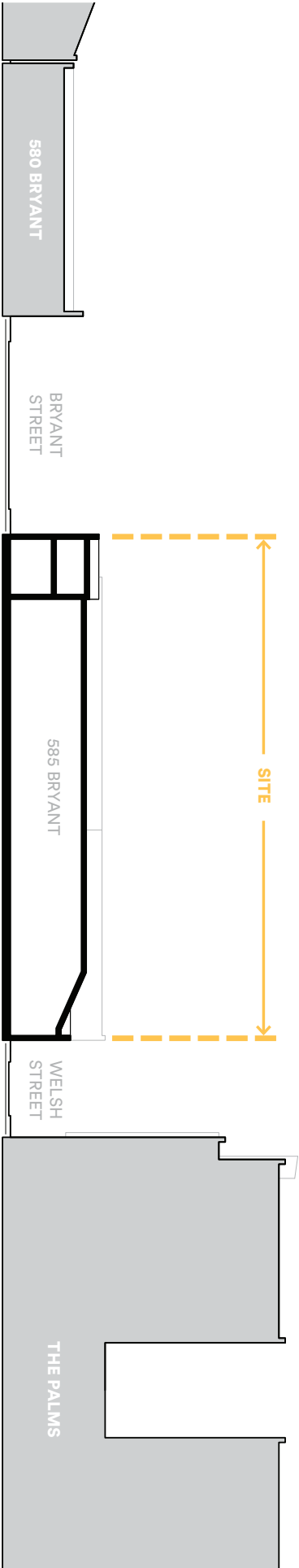




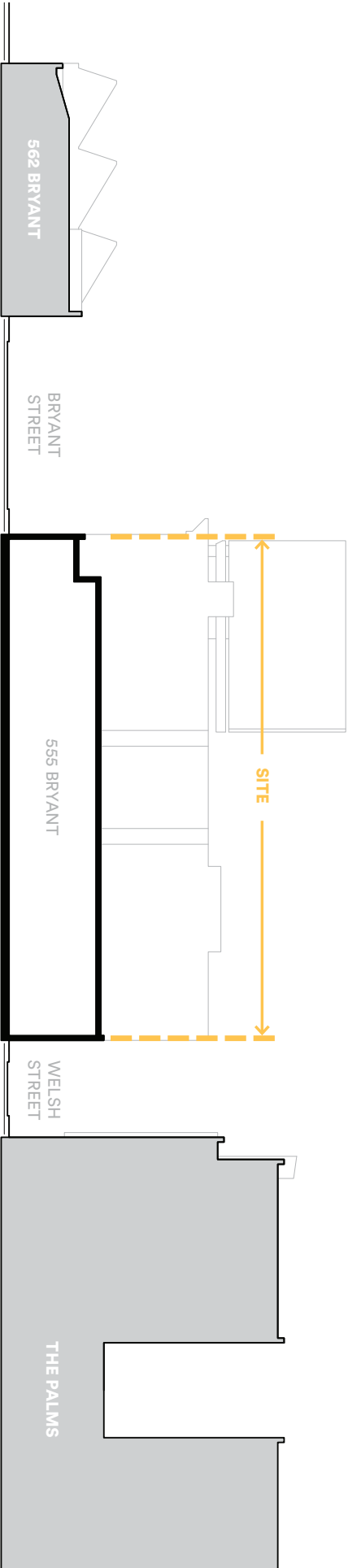
**BRYANT ST ELEVATION - EXISTING CONDITIONS**



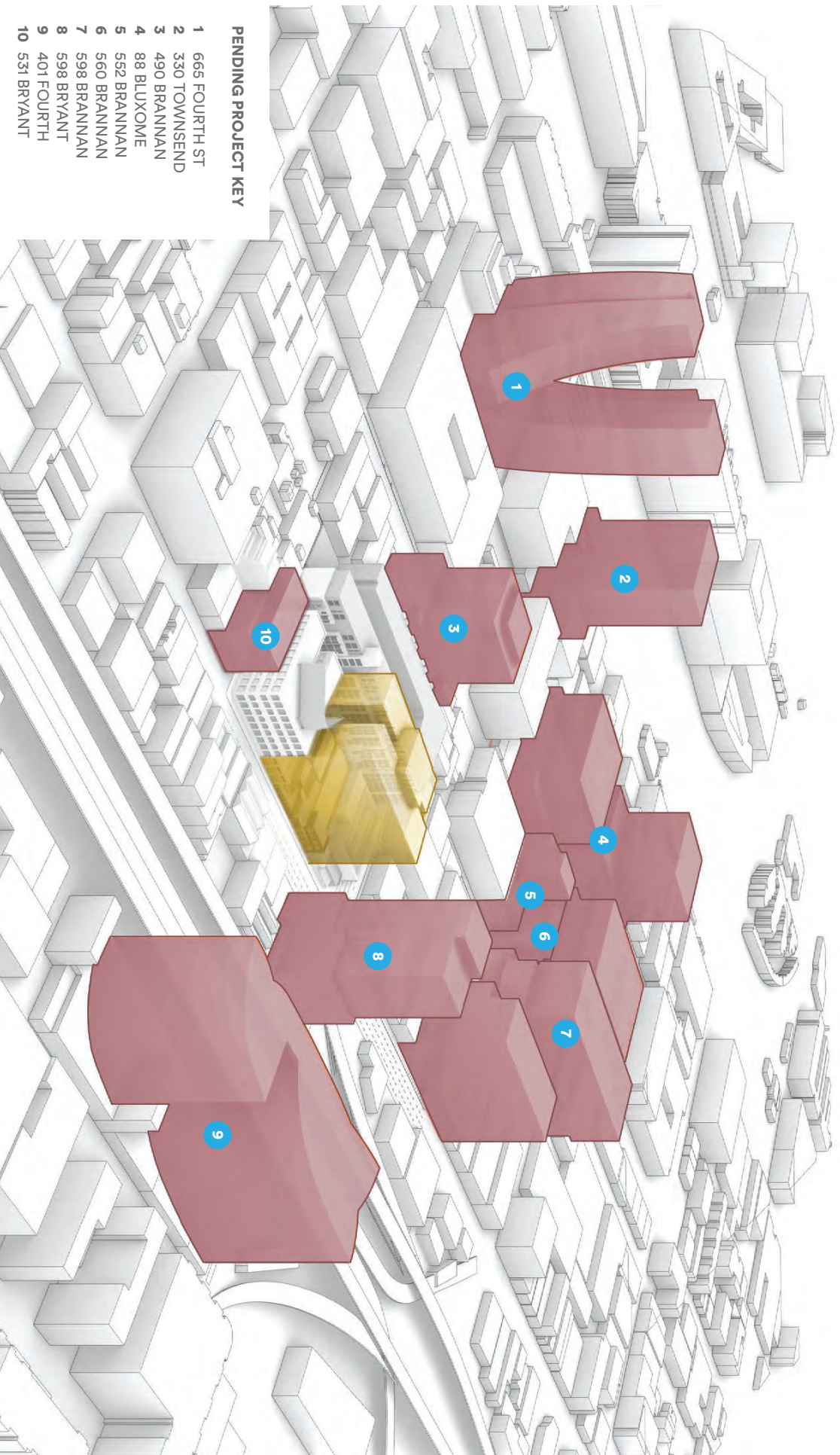
**WELSH ST ELEVATION - EXISTING CONDITIONS**



SITE SECTION A - EXISTING CONDITIONS



SITE SECTION B - EXISTING CONDITIONS



## State Density Bonus - Baseline Project

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PROJECT DESCRIPTION

THE PROPOSED PROJECT COMBINES 7 LOTS BETWEEN BRYANT AND WELSH STREETS MID-BLOCK BETWEEN 4TH STREET AND ZOE STREET IN THE CENTRAL SOMA DISTRICT. CURRENT PDR BUILDINGS WILL BE REPLACED WITH A 160 FT TALL MIXED USE MULTI-FAMILY RESIDENTIAL BUILDING INCORPORATING 500 DWELLING UNITS, 115 ACCESSORY PARKING SPACES, AND 20,604 SF OF PDR USE SPACE. THE PROJECT IS SEEKING EXPEDITED APPROVAL PURSUANT TO THE CENTRAL SOMA HOUSING SUSTAINABILITY DISTRICT. THE PROJECT WILL USE THE STATE DENSITY BONUS LAW MECHANISM TO INCREASE THE SIZE OF THE BUILDING ALLOWED UNDER CURRENT CMUO ZONING BUT WILL NOT EXCEED 160 FT IN HEIGHT SO THAT IT QUALIFIES FOR THE HOUSING SUSTAINABILITY DISTRICT.

THE EXHIBITS IN THIS DRAWING PACKAGE INCLUDE A STATE DENSITY BONUS 'BASELINE' DESIGN SHOWING HOW MUCH RESIDENTIAL AREA THE SITE COULD YIELD WHILE COMPLYING WITH THE PLANNING CODE WITHOUT WAIVERS OR OTHER EXEMPTIONS. THE PROPOSED PROJECT IS LIMITED BY HOUSING SUSTAINABILITY DISTRICT RULES TO 160 FT IN HEIGHT AND THEREFORE TO MAXIMIZE THE AMOUNT OF HOUSING THE PROJECT CAN PROVIDE THE PROJECT REQUESTS SEVERAL WAIVERS AND INCENTIVES:

REQUESTED WAIVERS:

- SETBACKS PER 132.4
- BAY WINDOW DIMENSION CONTROLS PER 136 AND 307(H)(1)(F)
- MINIMUM FLOOR TO FLOOR HEIGHT FOR PDR USES PER 145.1(C)(4) & 249.78(D)(10)
- RESIDENTIAL OPEN SPACE PER 140
- NUMBER OF OFF STREET FREIGHT LOADING SPACES PER 161(E)(4), 153(a)(6), 154(b)(2), AND 307(H)(2)(I)
- MAXIMUM LOT COVERAGE PER 249.78(D)(6)
- WIND MITIGATION REQUIREMENTS PER 249.78(D)(9)
- MAXIMUM HEIGHT PER 260
- NARROW STREETS AND ALLEY PER 261.1
- APPARENT MASS REDUCTION PER 270(H)
- HORIZONTAL MASS REDUCTION IN LARGE LOTS PER 270.1
- MID-BLOCK PEDESTRIAN PATHWAY 270.2

REQUESTED INCENTIVES:

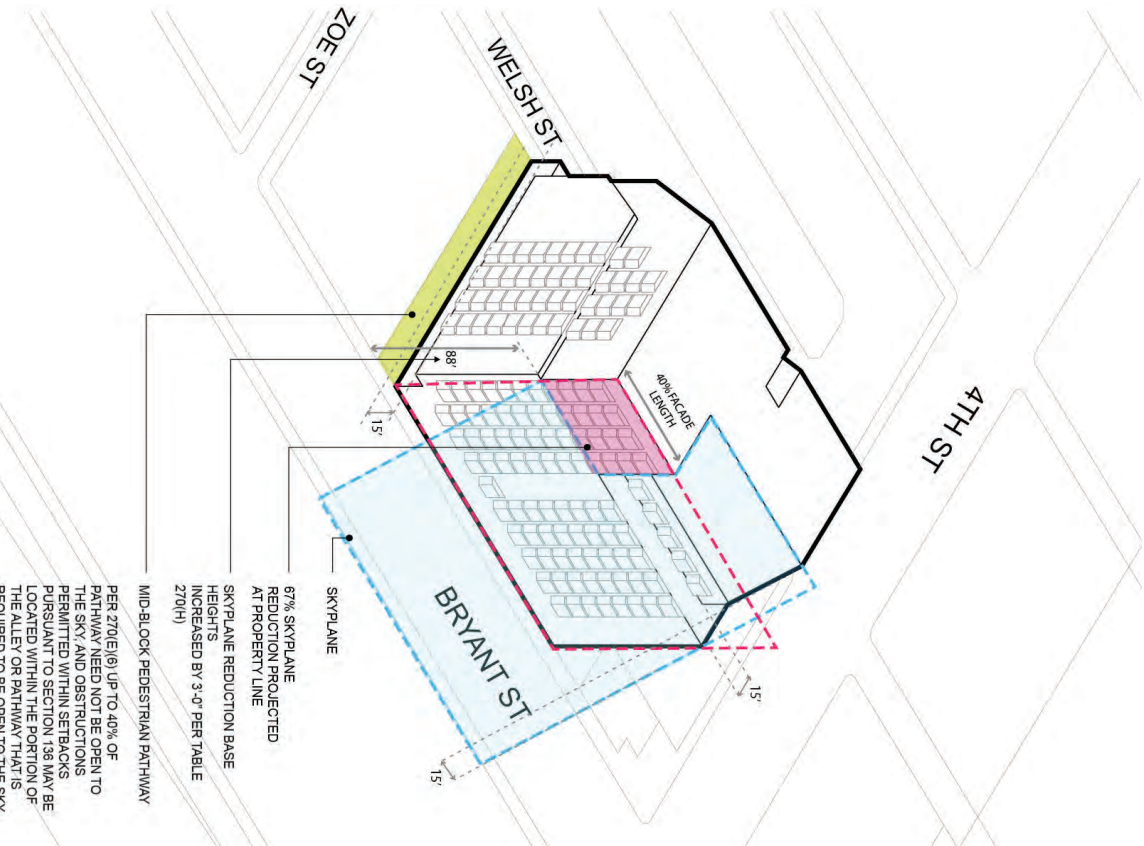
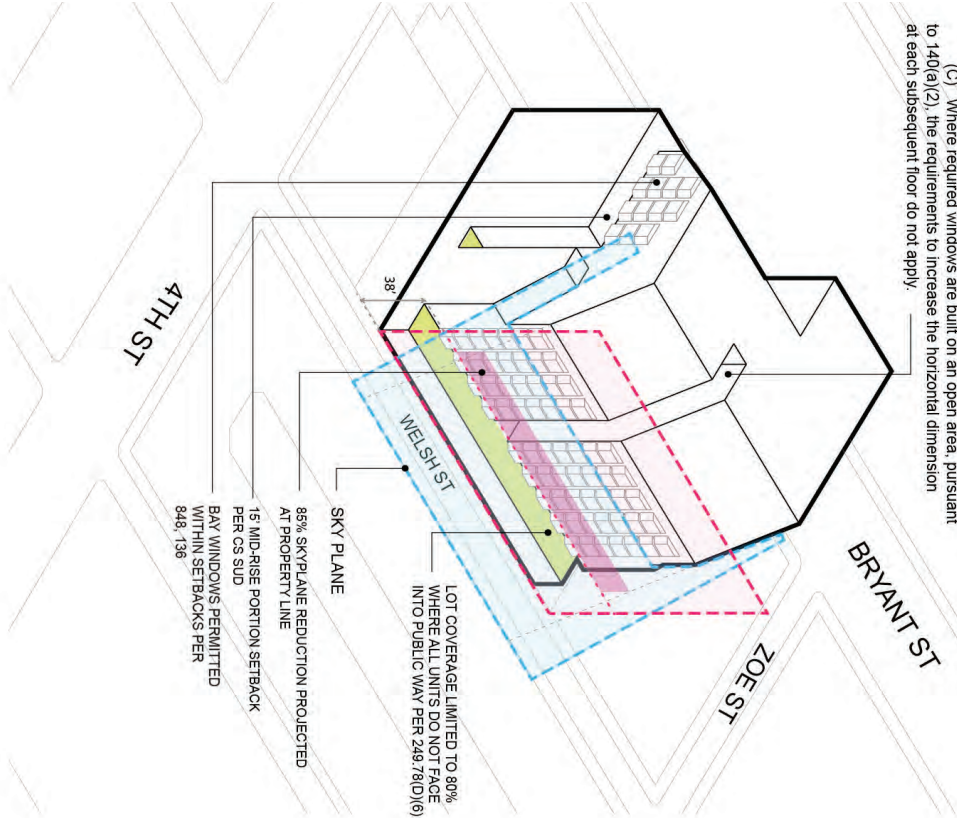
- LIVING AND SOLAR ROOFS AND LIVING WALLS PER 249.78(D)(4) AND 307(H)(1)(E)
- CURB CUTS ON TRANSIT PREFERENTIAL STREET PER 155(R)(3)

PER PROPOSITION X AND 202.8(A)(2), PROJECTS WITH EXISTING PDR ON SITE THAT WERE PREVIOUSLY ZONED SLI ARE REQUIRED TO PROVIDE A MINIMUM REPLACEMENT OF 75% OF EXISTING PDR IN NEW PROJECT. 202.8(F)(6) ALLOWS NEW PROJECTS TO BE EXEMPT FROM PDR REPLACEMENT REQUIREMENT IF PROJECT RECEIVES AFFORDABLE HOUSING CREDITS FROM SOUTH BEACH MARINA APARTMENTS (BS RESOLUTION 197-16). THE PROJECT SPONSOR IS INVESTIGATING THE USE OF THESE CREDITS AND INCLUDED IN THIS DRAWING PACKAGE ARE ALTERNATE PLANS FOR THE GROUND FLOOR AND A SINGLE BASEMENT TO ILLUSTRATE HOW THE PROJECT WOULD CHANGE IF PDR IS NOT PROVIDED IN THE PROJECT.

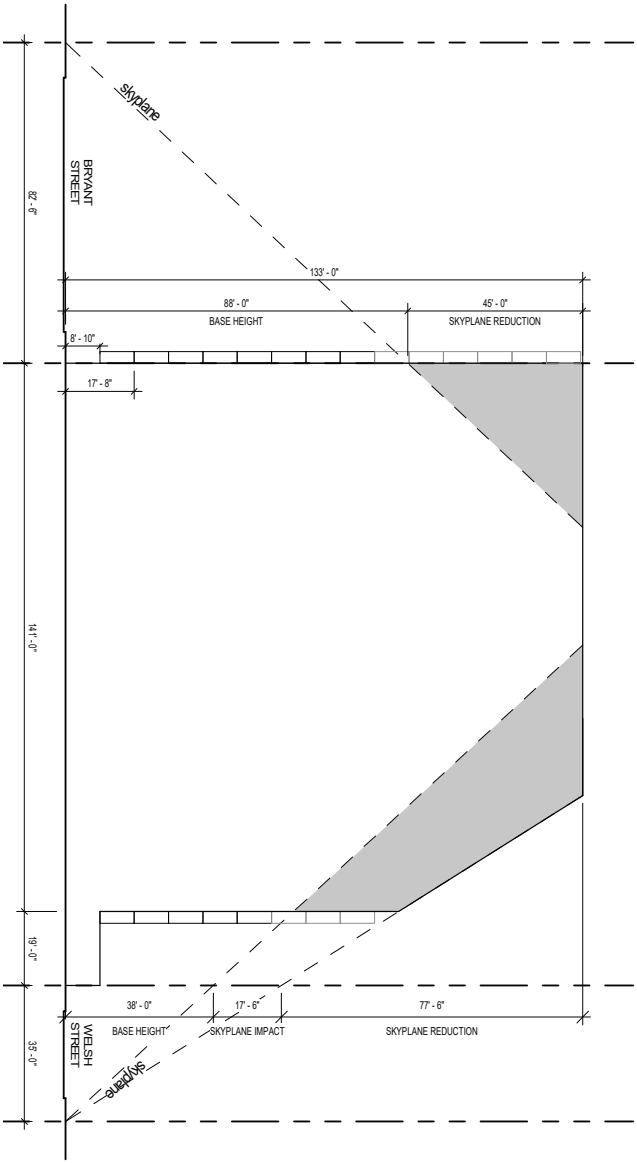


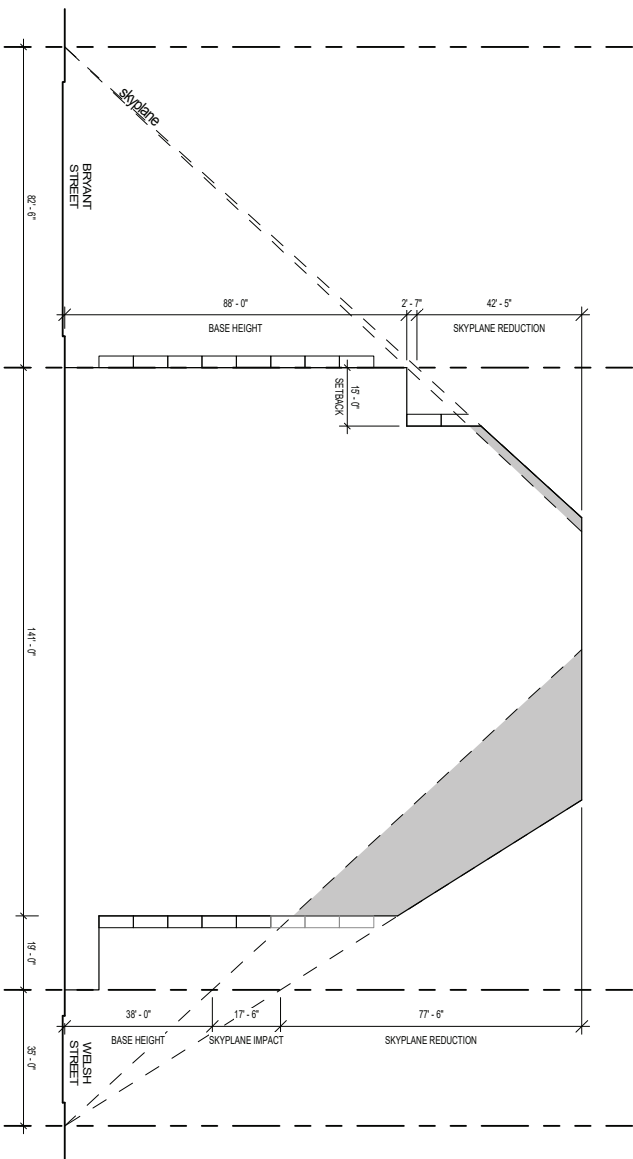
270(d)(11). Dwelling Unit Exposure. The requirements of Section 140 shall apply, except that the required windows (as defined by Section 504 of the San Francisco Housing Code) of at least one room that meets the 120-square-foot minimum superficial floor area requirement of Section 503 of the Housing Code shall face on an open area as follows:

- (A) For units constructed above 85 feet in height, the required windows shall face directly on an open area that is no less than 15 feet by 15 feet;
- (B) 10% of units constructed at or below 85 feet may face directly onto an open area that is no less than 15 feet by 15 feet; and
- (C) Where required windows are built on an open area, pursuant to 140(a)(2), the requirements to increase the horizontal dimension at each subsequent floor do not apply.









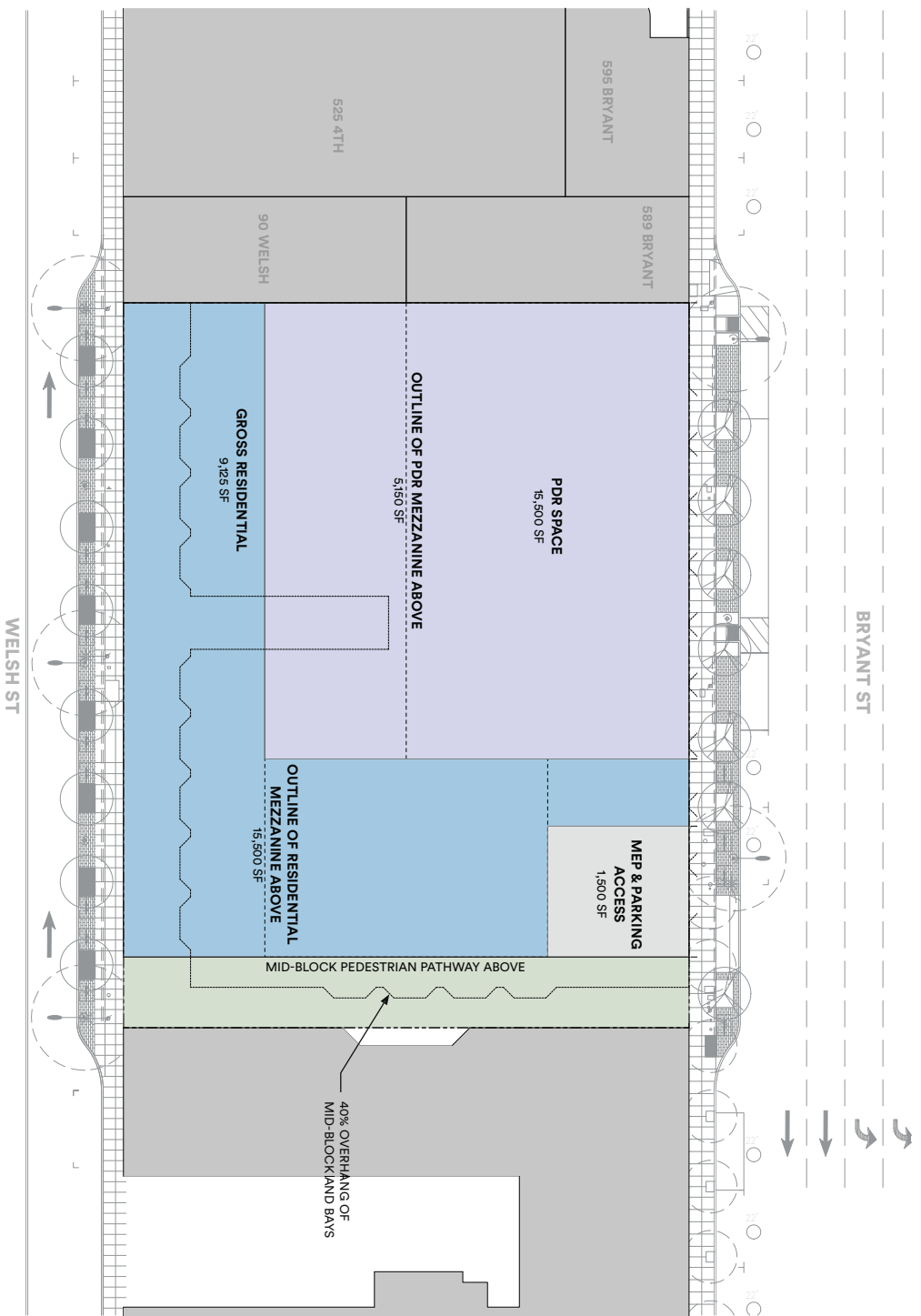
TOTAL SITE AREA:  
80% LOT COVERAGE:\*

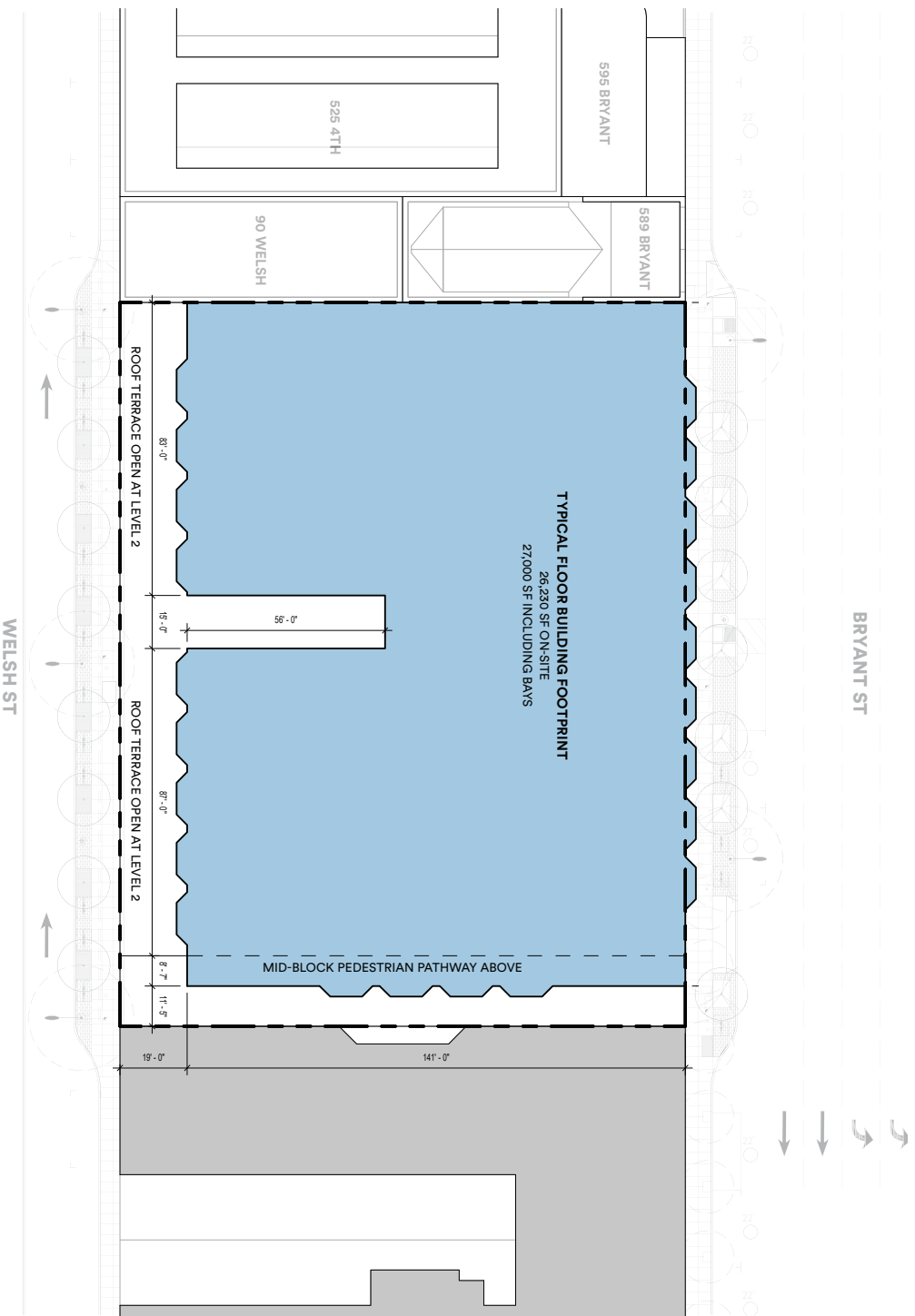
32,800 sqft  
26,240 sqft

		EXIST PDR	NEW PDR	MID-BLOCK	PARKING	LOADING	TOTALS
		GSF	NSF	PASSAGE	SPACES	GSF	GSF
FLR. ELEV.	F/F	RES GSF		% Lot Coverage			
	15.0	16,345	49%				
	14.00	18,495	55%				
	9.00	20,375	61%				
	9.00	21,665	64%				
	9.00	22,435	67%				
	9.00	26,650	79%				
	9.00	26,805	79%				
	9.00	26,960	80%				
	9.00	27,010	80%				
	9.00	27,010	80%				
	9.00	27,010	80%				
	9.00	27,010	80%				
	9.00	27,010	80%				
Roof	13	16,345	49%				
	12	18,495	55%				
	11	20,375	61%				
	10	21,665	64%				
	mezz	4,231					
	1	12,706	90%				
	-	-	-				
	304,707	GSF					
	27,471	GSF	5150				
	20,604	NSF	3,200				
	0	SPACES	0				
	1,440	GSF	1,440				
	326,751	GSF	9,381				
	29,600						
	17.00						
	10.0						
	+0.00						
	+10.00						

\* Residential area includes 230 bay windows projecting across propertylines and into setbacks as allowed by code.  
Bay windows area doesn't conflict with the 80% lot coverage or setback requirements.

304,707      for bonus  
457,061      w/ bonus





## Proposed Project

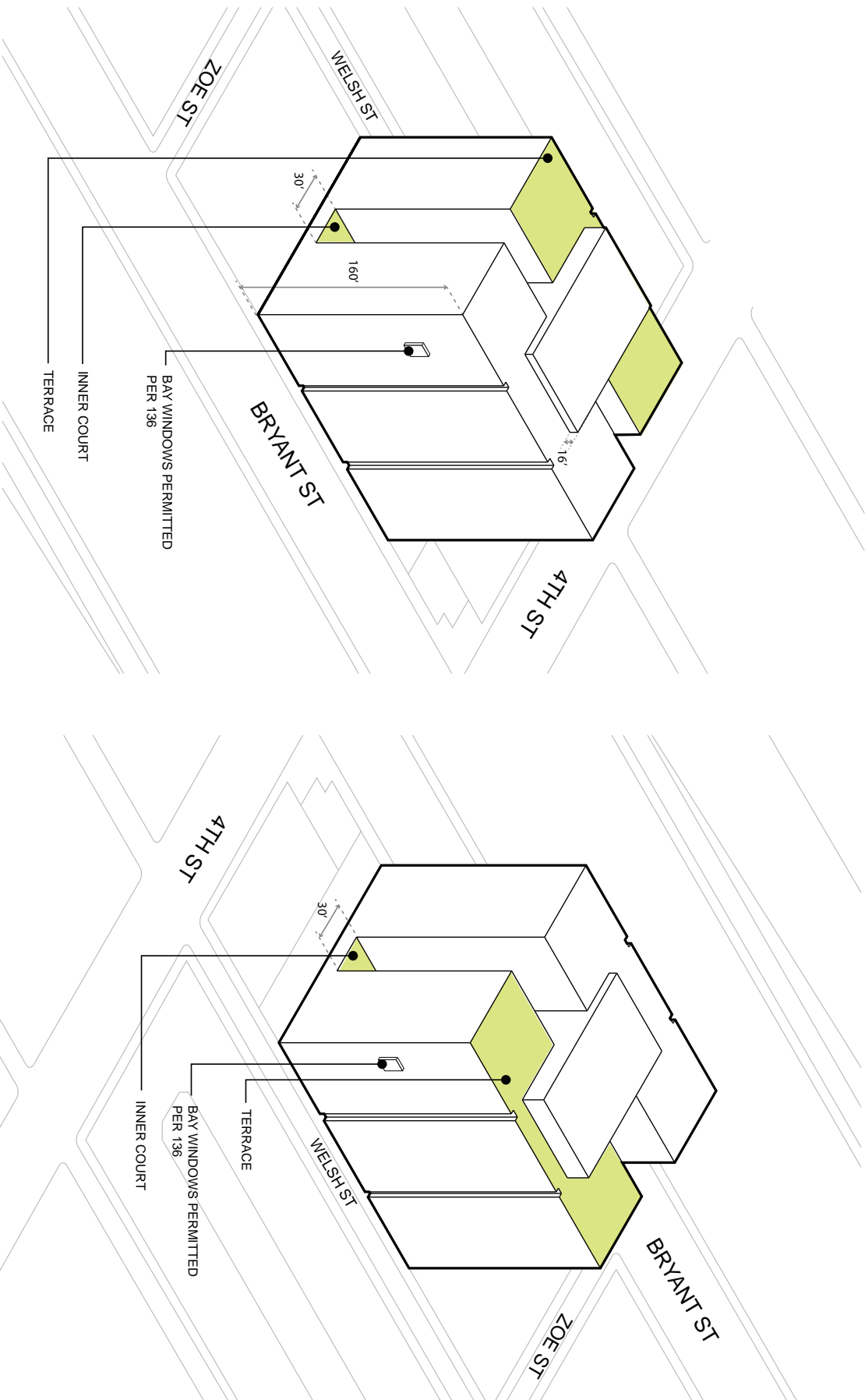
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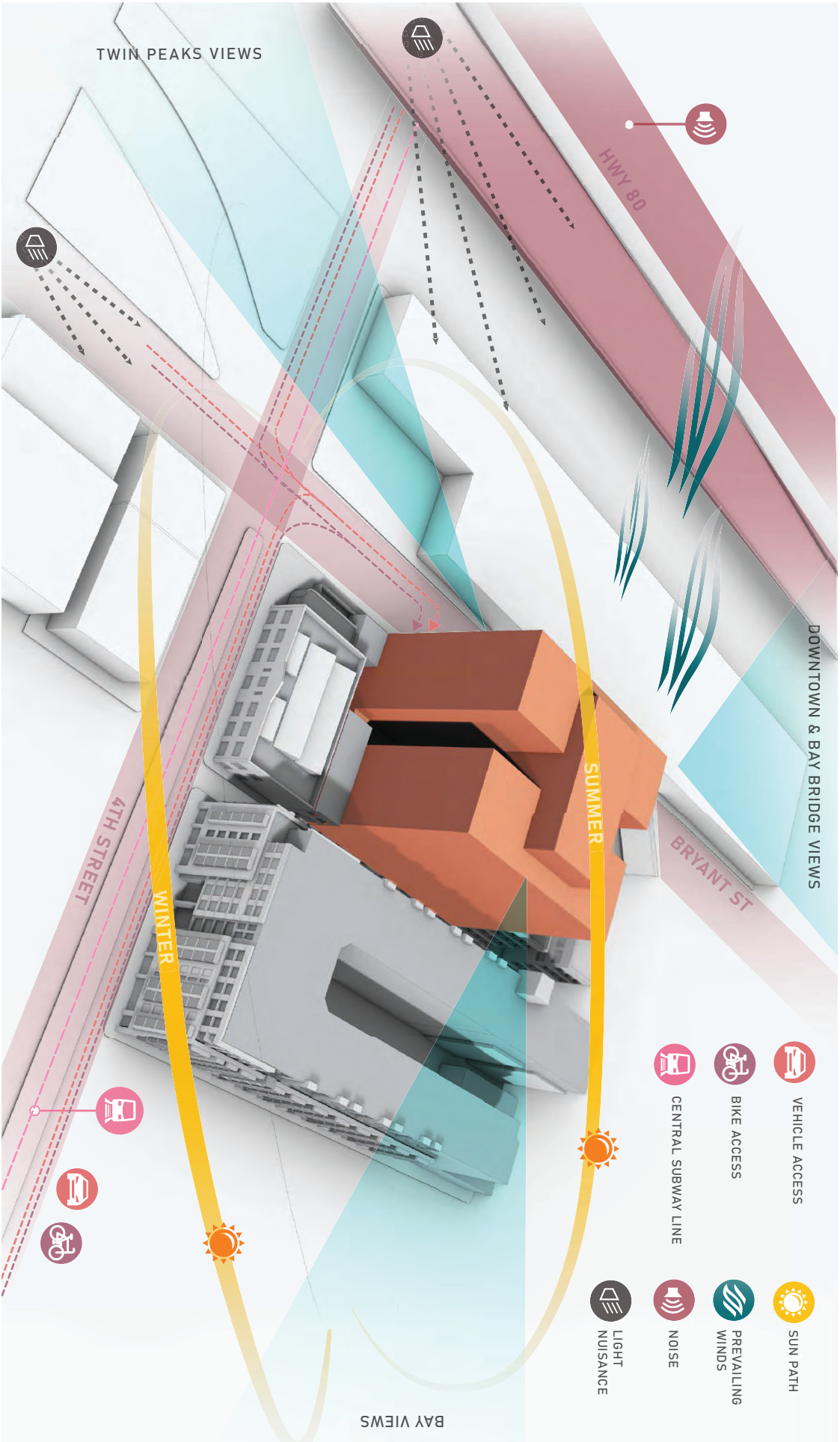
## 555-585 Bryant Street

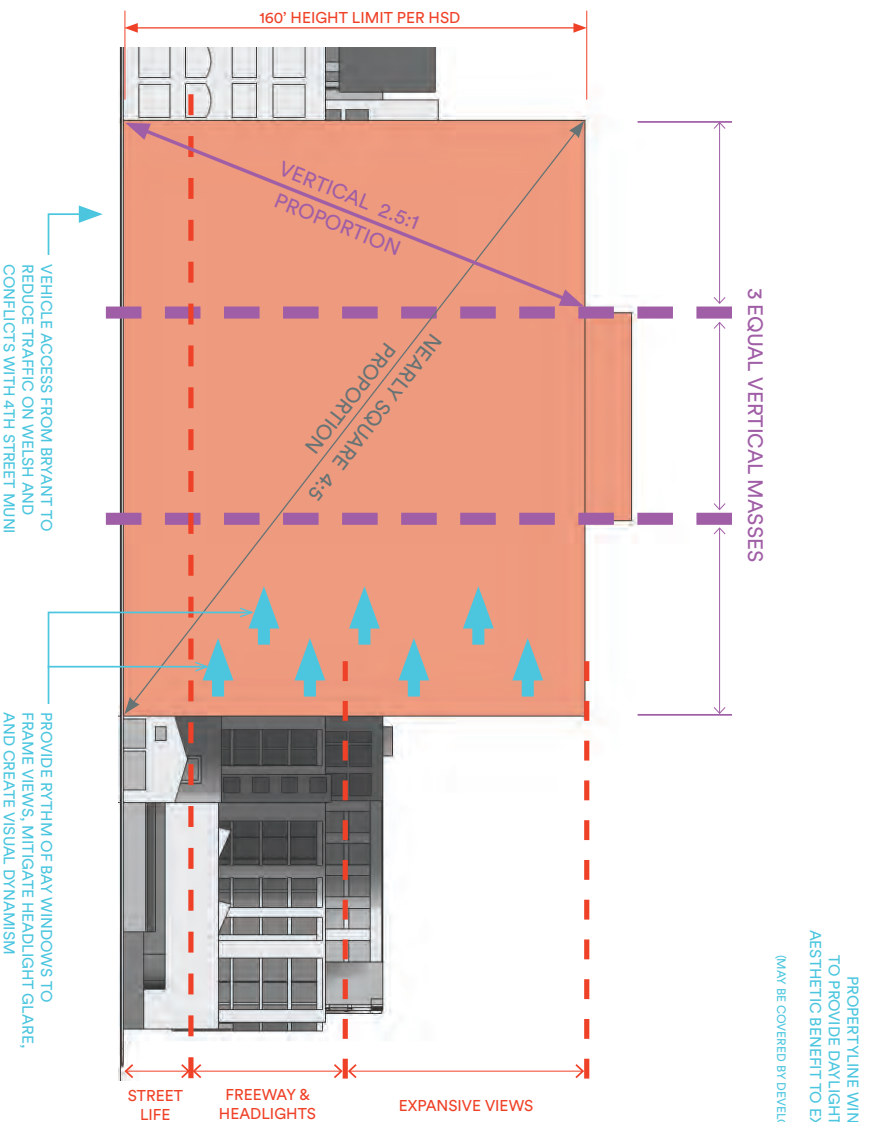
## Central SoMa Plan compliance summary

GENERAL ZONING INFORMATION		REFERENCE	NOTES
ZONING USE DISTRICT		ZNT	CMUD - Central SoMa-Mixed Use Office
HEIGHT & BULK DISTRICT		HT1	130-CS
SPECIAL USE DISTRICT		SU1	Central SoMa; Within 1/4 Mile of an Existing Fringe Financial Service
OVERLAY PLAN OR OTHER DRAFT CONTROLS?		SPPL Map	Filipino Cultural Heritage District, Proposition X 2016
EXISTING PDR ON SITE		202.8(a)(2), 202.8(f)(6)	Existing Quantity TBC - 75% of existing PDR area must be replaced in project as PDR per MUD zoning Exempt from PDR requirement if project receives affordable housing credits from South Beach Marina Apartments (BS resolution 197-
HEIGHT AND BULK CONTROLS			
SITE AREA			32, 640 sqft
HEIGHT LIMIT	270		133 FT (130-CS plus 3'-0" per 249.78(c)(5) and 270(h))
BULK LIMITS	132.4, 270		CS - Streetwall and Property line setbacks per 132.4, Skyplane mass reductions per 270(h)
REQUIRED SETBACKS	132.4		15 FT above 88' at ROW and interior property lines (85 FT street wall height plus 3'-0" for project with PDR per 249.78(c)(5) and 270(h))
REAR YARDS / COURTS	249.78(d)(6)		80% Max Lot coverage at levels where all residential units do not face into public right of way
MID-BLOCK PEDESTRIAN PATHWAY REQUIREMENTS	270.2(d)(2)		For sites longer than 200 FT where criteria met
UNIT SEPARATION / EXPOSURE REQUIREMENTS	249.78(d)(1)		Inner court 15 FT x 15 FT min for all units above 85 and 10% of units below 85 FT; req's of 140(a)(2) to increase width do not apply
DETAILED CONTROLS & REQUIREMENTS			
RESIDENTIAL DENSITY LIMITS	848		None
UNIT MIX CONTROLS	848/207.6		40% 2bd or more, 30% 3bd, or 35% 2bd or more and 10% 3bd.
OPEN SPACE REQUIREMENTS	848		80 sqft per unit (private); 54 sqft per unit (if publically accessible)
OBSTRUCTIONS OVER STREETS AND ALLEYS	136(c)(2)		Maximum width of bay windows is 15'-0"
GROUND FLOOR MINIMUM FLOOR HEIGHT	249.78(d)(10)		PDR space to have minimum 17'-0" floor to floor measured from grade
CURB CUT RESTRICTIONS	155(f)(3)		Curb cuts no permitted on Transit Preferential Street
OFF-STREET PARKING - RESIDENTIAL	151.1		No parking required; 0.25 per unit Permitted; 0.5 per unit Conditional, car share Required
OFF-STREET LOADING - RESIDENTIAL & OFFICE	152		2 Loading Spaces Required - Substitution of two service vehicle spaces for off-street loading space may be made per 153(a)(6)
OFF-STREET LOADING - PDR	152		1 Loading space required
BICYCLE REQUIREMENTS - RESIDENTIAL	155.2		Class 1: 100 spaces +1 space for every 4 dwelling units over 100 (200) Class 2: 1 per 20 dwelling units (50)
CAR SHARE REQUIREMENTS - RESIDENTIAL	166		4 Car Share spaces Required

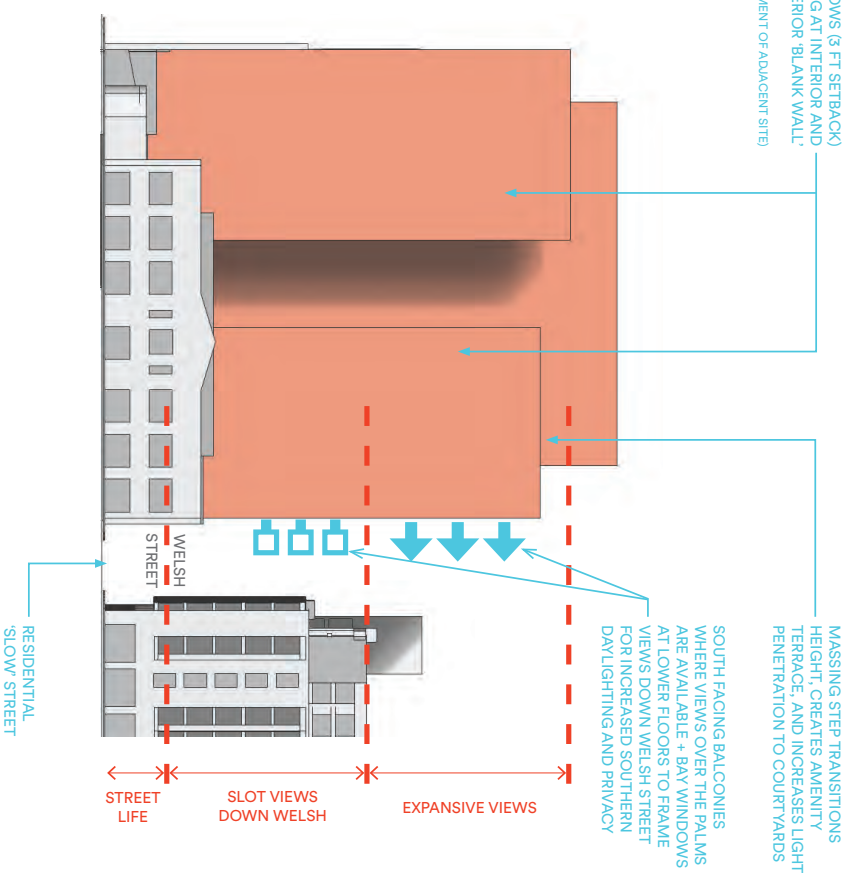








PROPERTY LINE WINDOWS (3 FT SETBACK)  
TO PROVIDE DAYLIGHTING AT INTERIOR AND  
AESTHETIC BENEFIT TO EXTERIOR 'BLANK WALL'  
(MAY BE COVERED BY DEVELOPMENT OF ADJACENT SITE)





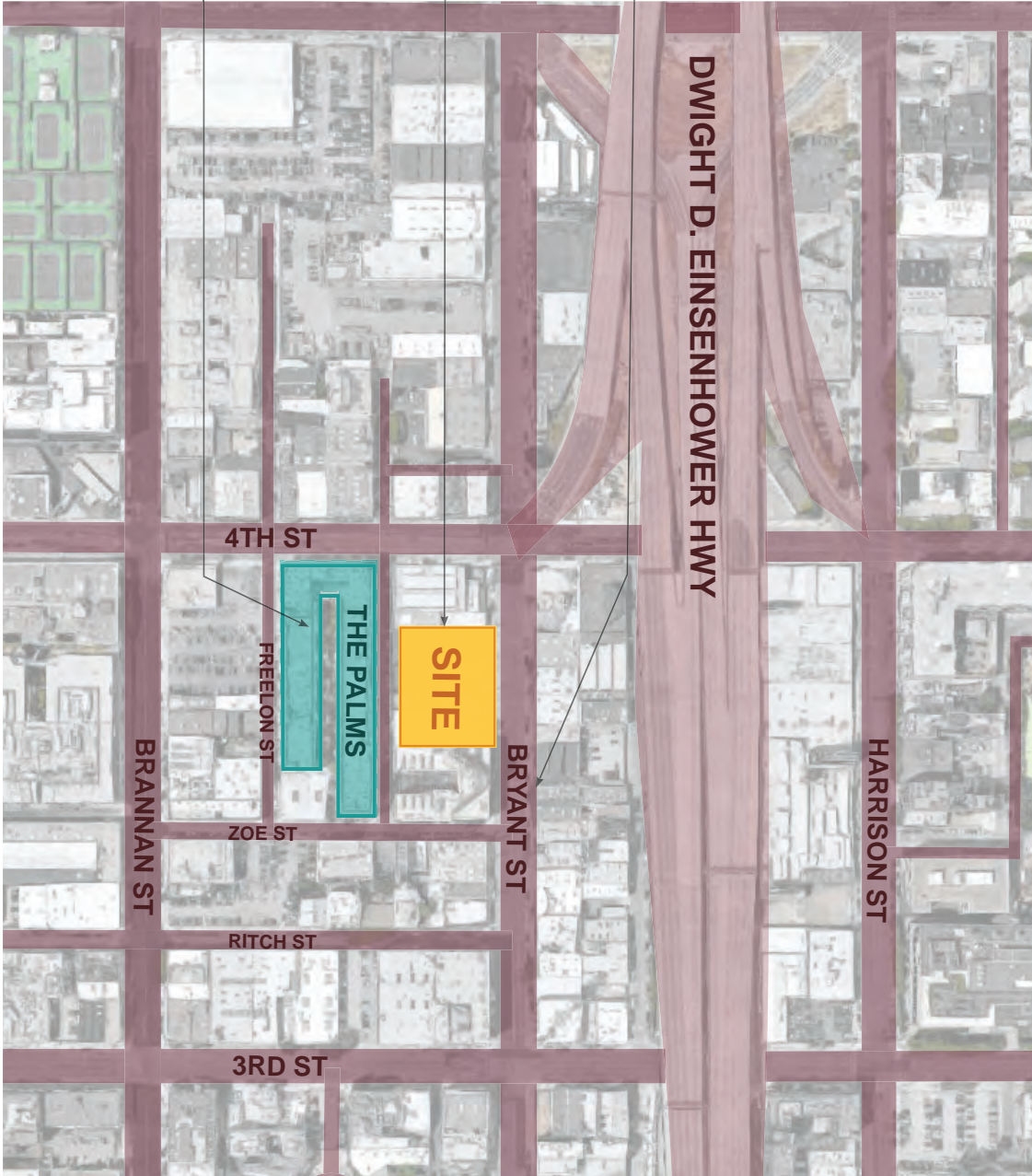
555-585 BRYANT IS PART OF A BLOCK THAT IS BETWEEN A FULL BLOCK LONG RESIDENTIAL PROJECT (THE PALMS) TO THE SOUTHEAST, AND BRYANT STREET TO THE NORTHWEST.

THE EISENHOWER FWY (US 80) BEYOND BRYANT CONTRIBUTES TO WHAT IS A VERY HIGH VOLUME OF TRAFFIC ON BRYANT MAKING IT UNSUITABLE FOR PEDESTRIAN CROSSINGS. THE PALMS SPANS THE ENTIRE BLOCK FACE FROM 4TH TO ZOE, EFFECTIVELY BLOCKING ANY CONNECTION WITH ALLEYS OR PEDESTRIAN LANES, AND NONE CURRENTLY EXIST.

GIVEN THE HIGH VOLUME OF VEHICULAR TRAFFIC AT BRYANT THERE IS NO OPPORTUNITY FOR CONNECTION WITH ANY FUTURE PATTERN OF ALLEYS TO THE NORTHWEST OF THE SITE.

PROJECT SITE IS 205' IN LENGTH, HOWEVER THE BLOCK IS IN AN AREA THAT HAS NO SURROUNDING PATTERN OF ALLEYS.

DUE TO 'THE PALMS' SPANNING THE ENTIRE BLOCK BETWEEN 4TH ST AND ZOE ST THERE IS NO OPPORTUNITY TO CREATE A PATTERN OF ALLEYS TO THE SOUTHEAST THE SITE.









GROUND FLOOR AT BRYANT STREET  
STREET TREE REMOVED FOR CLARITY





VIEW OF GROUND FLOOR AT WELSH STREET



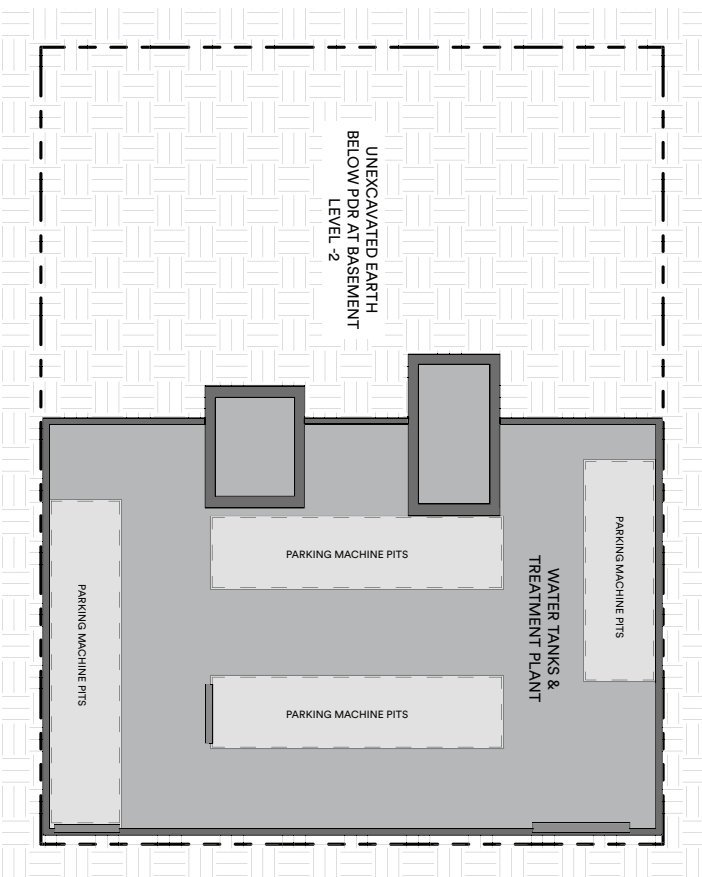
INDIVIDUAL GLAZED SEGMENTS TO BE  
LESS THAN 24 SQFT EACH TO ELIMINATE  
BUILDING-FEATURE RELATED BIRD HAZARDS







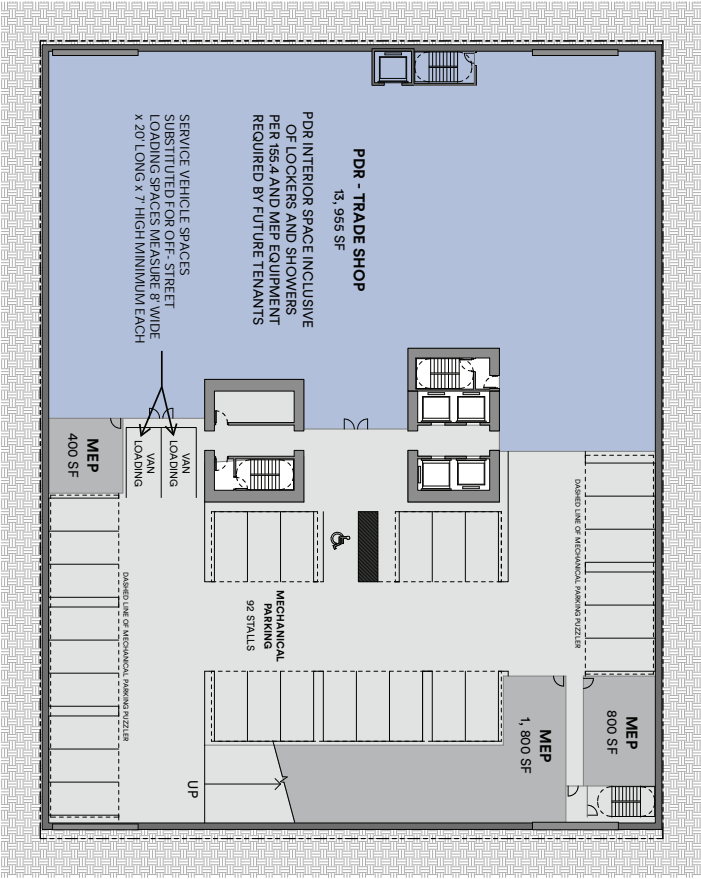
VIEW FROM DWIGHT D. EISENHOWER HWY



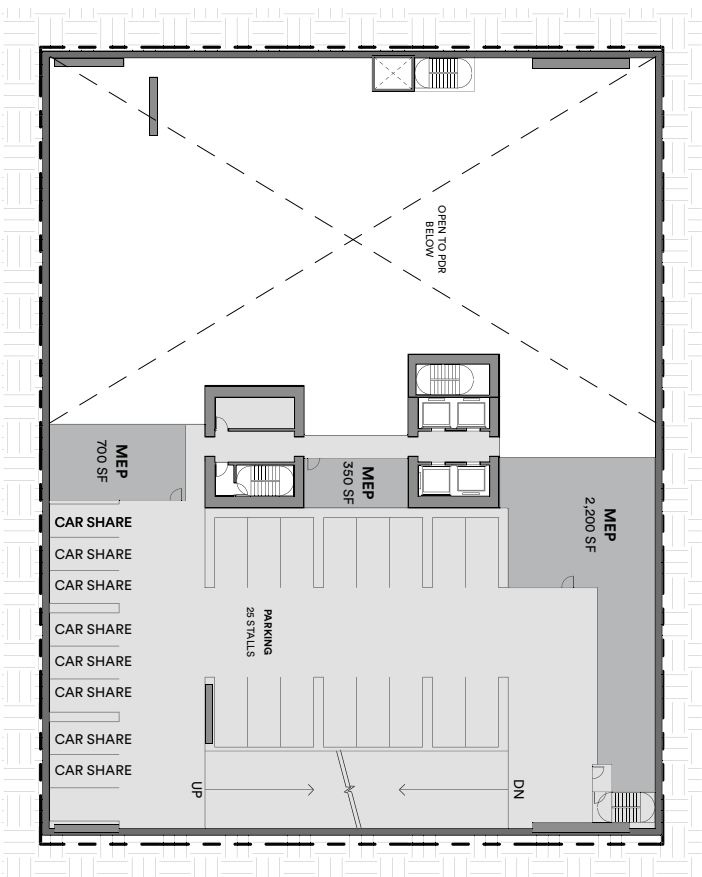
BRYANT ST  
(ABOVE)

WELSH ST (ABOVE)

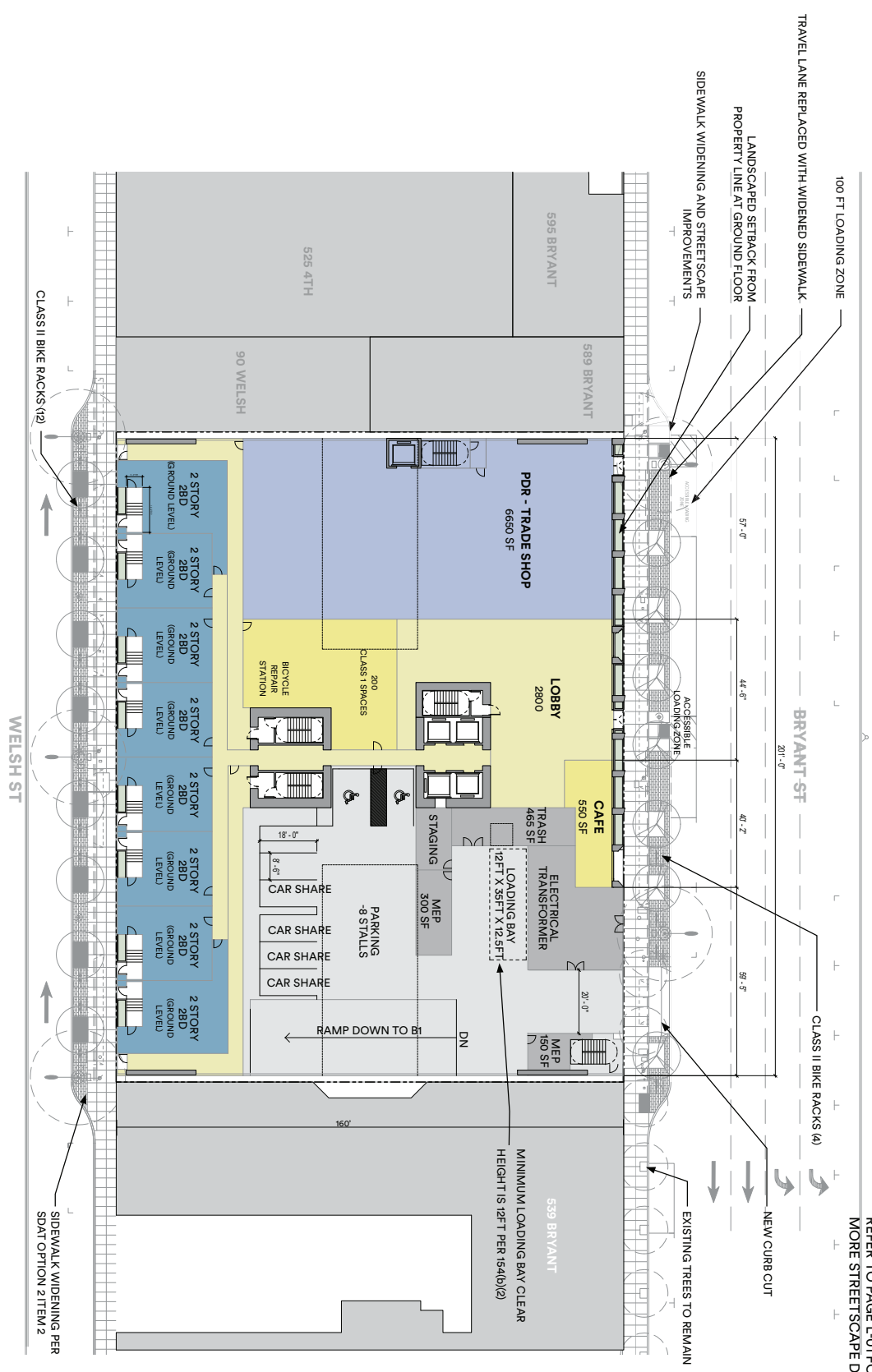
BRYANT ST  
(ABOVE)



Fire Pump is not required to be diesel powered  
and will be electrically powered.



REFER TO PAGE L-01 FOR  
MORE STREETSCAPE DETAIL



Street trees specified for Bryant Street are *Lophostemon confertus*. The trees specified for Welsh Street are *Tristaniaopsis laurina*.

Both species are recommended by San Francisco Public Works' Bureau of Urban Forestry. The height and density of these trees are consistent with the RWDI wind study, which assumed 15ft - 20ft height and 8ft - 10ft canopy widths.



BRYANT ST

201

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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595 BRYANT

525 4TH

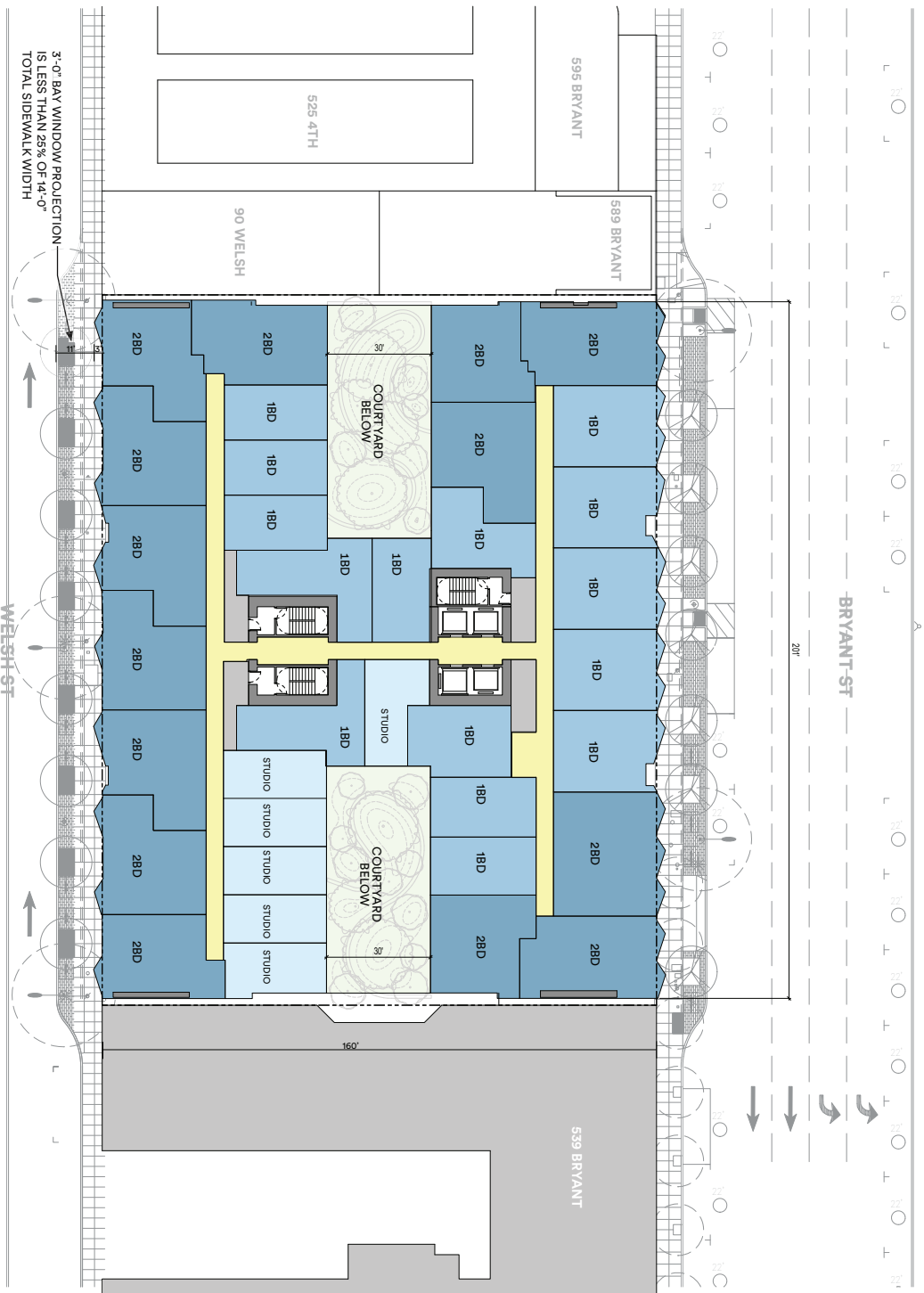
90 WELSH

WELSH ST

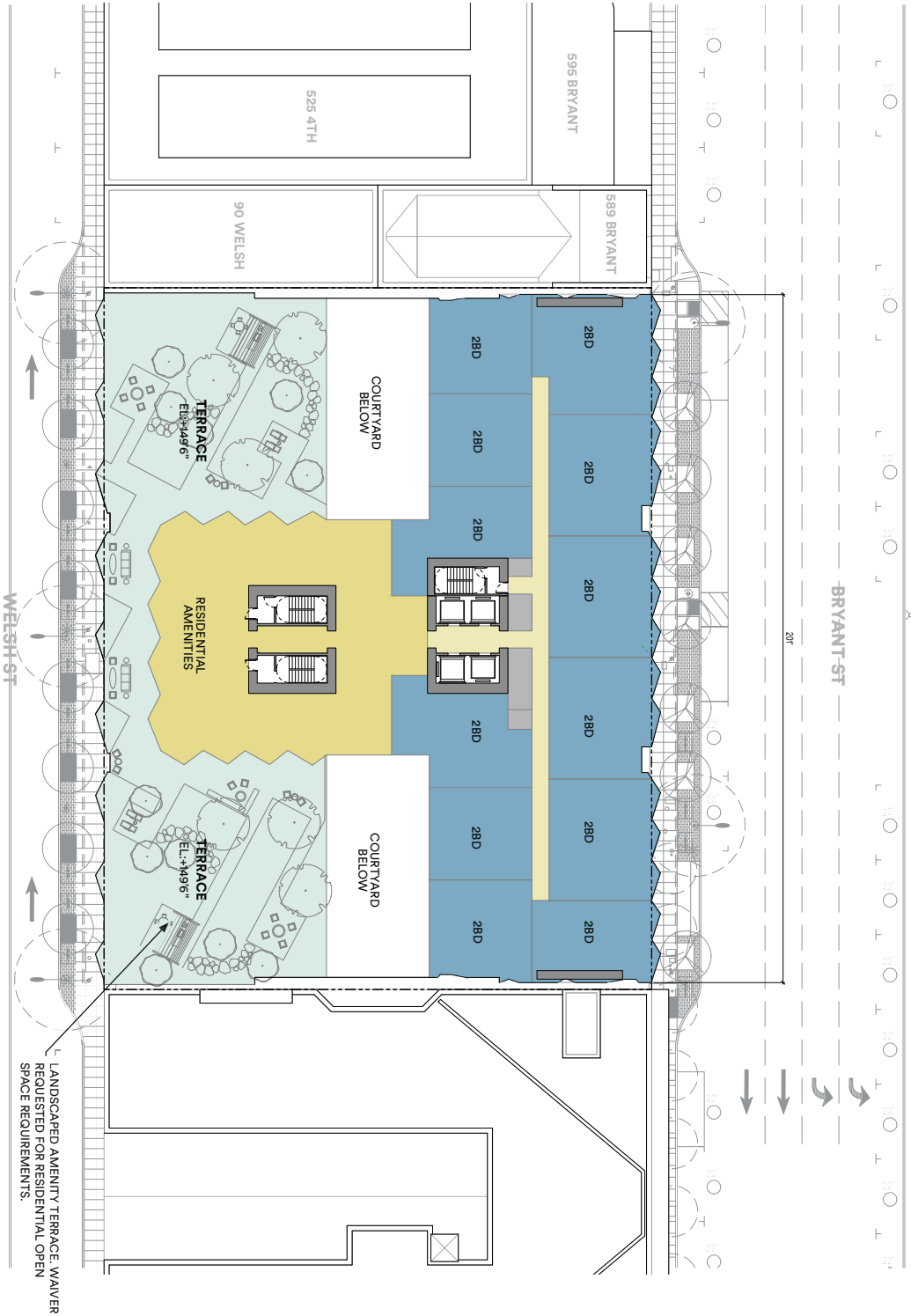
SCB © 2021 SOLOMON CORDWELL BUENZ

05 - 27 - 2021

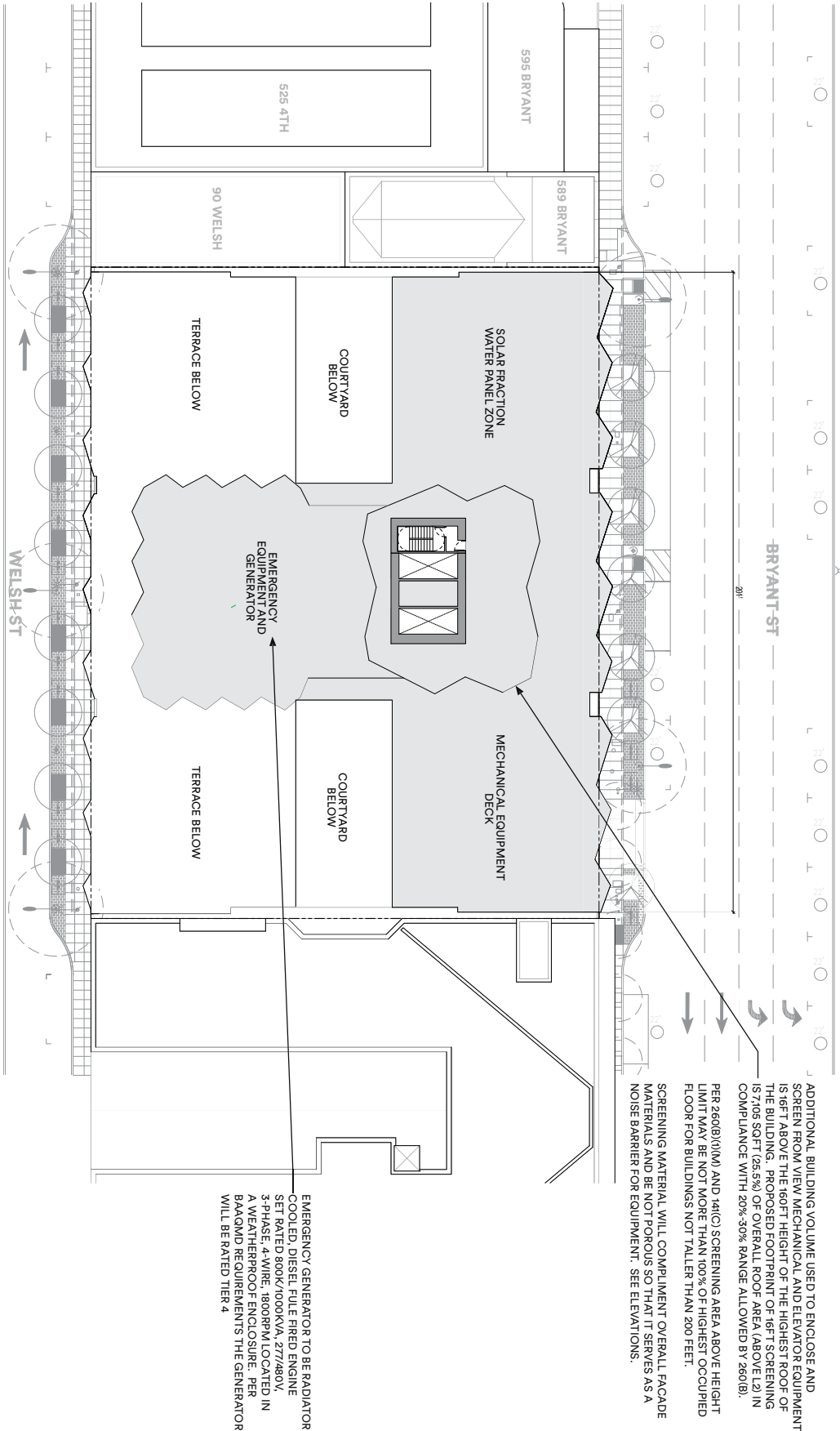
A - 044



REFER TO L-05 FOR MORE LANDSCAPE DETAIL



REFER TO A-066 FOR LIVING ROOF EXHIBIT





GENERAL ELEVATION NOTES:

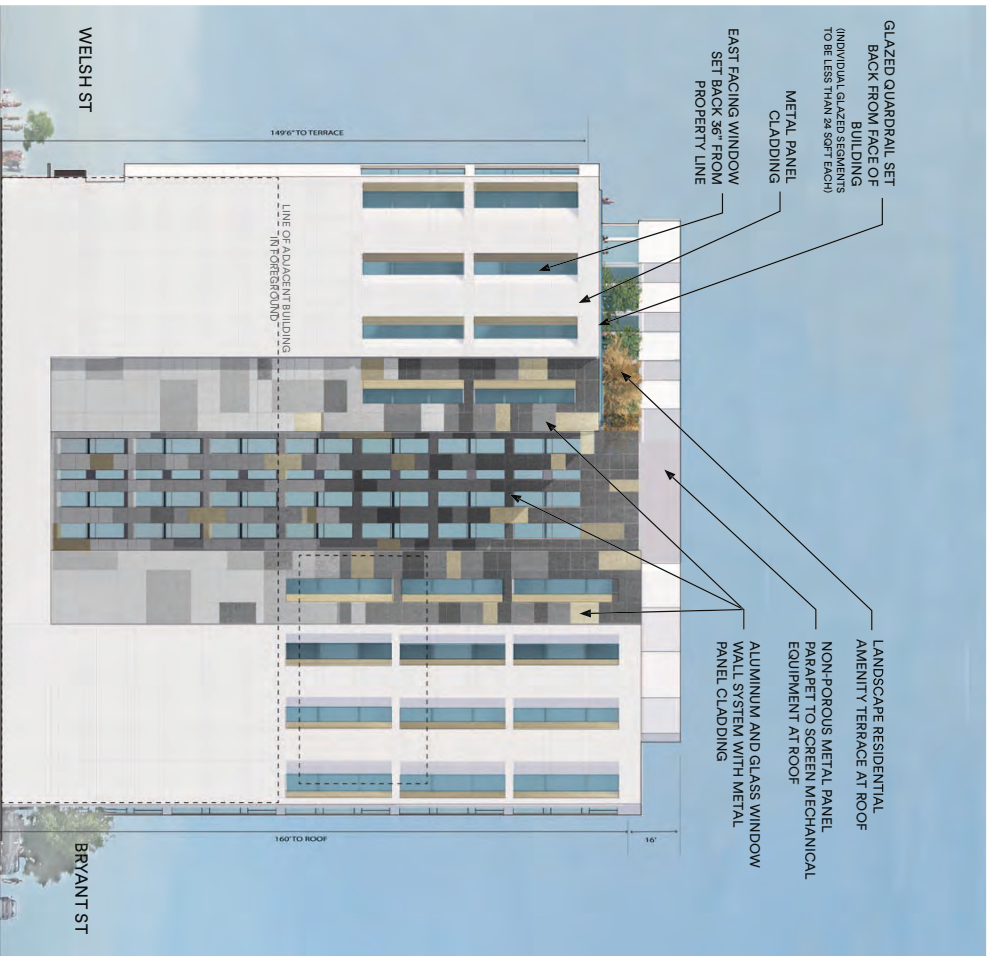
1. PROJECT REQUESTS SEVERAL WAIVERS. PLEASE REFER TO LIST ON A0-11 AND A0-020
2. PLEASE REFER TO A-0-01 FOR ENLARGED PARTIAL ELEVATIONS AND MATERIALITY INFORMATION.



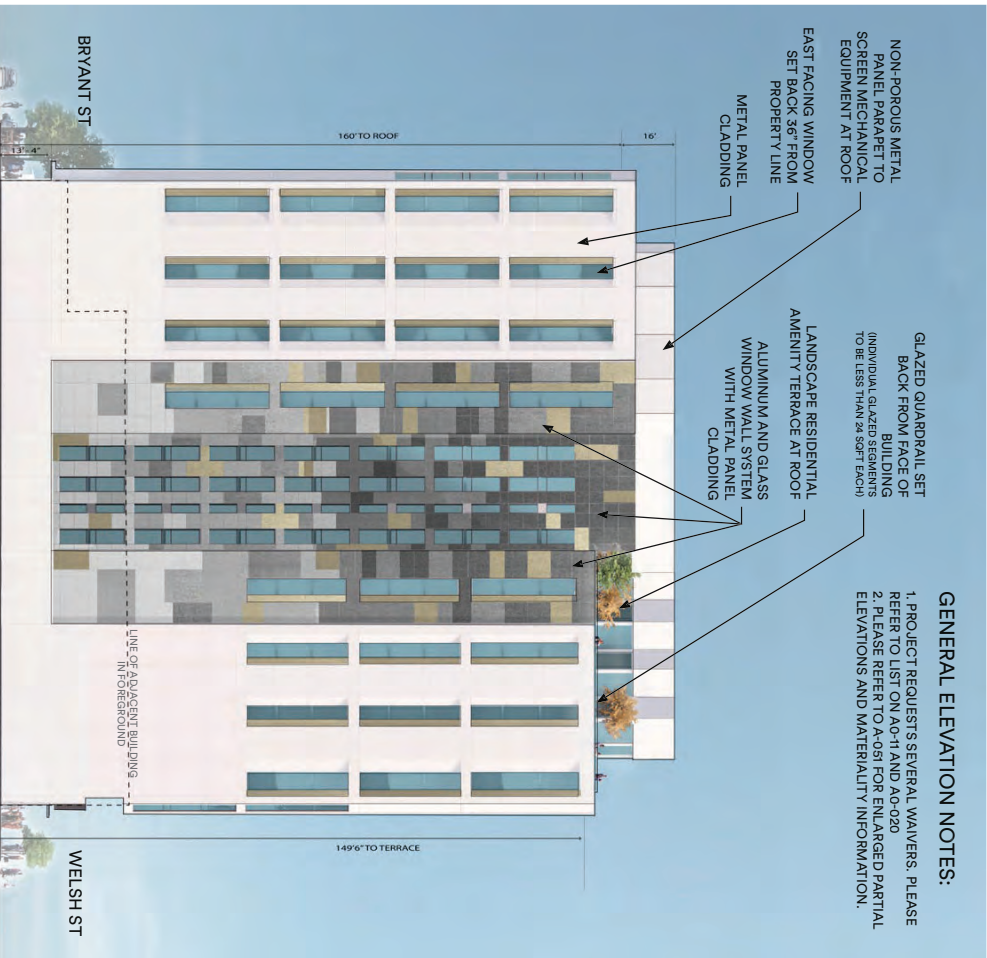
- GENERAL ELEVATION NOTES:**
1. PROJECT REQUESTS SEVERAL WAIVERS. PLEASE REFER TO LIST ON A0-11 AND A0-020
  2. PLEASE REFER TO A-051 FOR ENLARGED PARTIAL ELEVATIONS AND MATERIALITY INFORMATION.







EAST ELEVATION



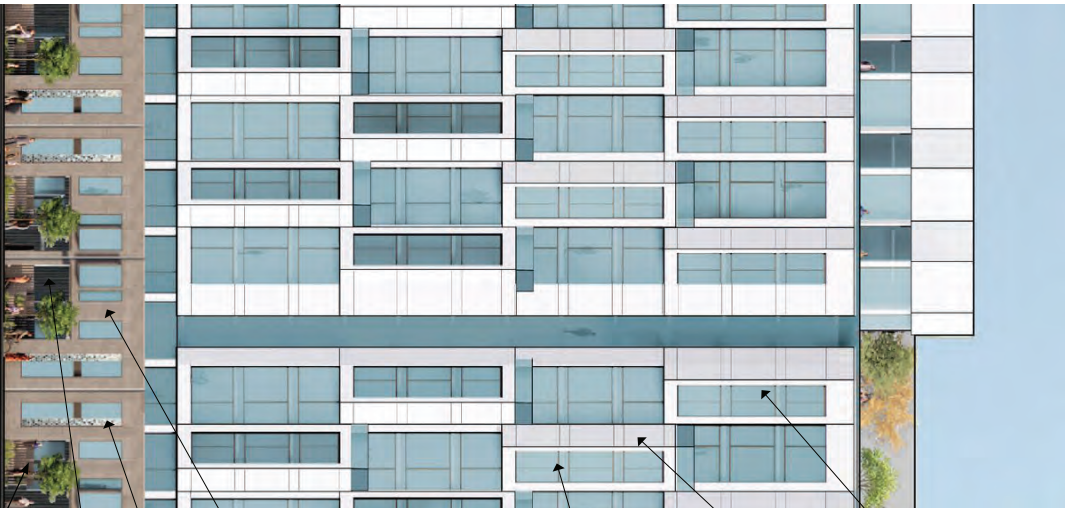
WEST ELEVATION

**GENERAL ELEVATION NOTES:**

1. PROJECT REQUESTS SEVERAL WAIVERS. PLEASE REFER TO LIST ON A0-11 AND A0-020
2. PLEASE REFER TO A-051 FOR ENLARGED PARTIAL ELEVATIONS AND MATERIALITY INFORMATION.



- G-2 HIGH PERFORMANCE GLAZING BLUE-GREY
- M-1 WHITE METAL CLADDING
- TH-3 DARK GREY METAL MULLIONS
- G-1 HIGH PERFORMANCE GLAZING - CLEAR AT GROUND FLOOR
- T-1 MASONRY STYLE CLADDING ACCENT AT COLUMNS AND MEP WALL



- G-2 HIGH PERFORMANCE GLAZING BLUE-GREY
- M-1 WHITE METAL CLADDING
- TH-3 DARK GREY METAL MULLIONS
- TH-2 MASONRY STYLE CLADDING
- T-1 MASONRY STYLE CLADDING ACCENT
- TH-1 WOOD LIKE CLADDING PANELS
- T-1 GATES AND RAILINGS TO COMPLY WITH 145.1(C)(7)



ACCENT PATTERN

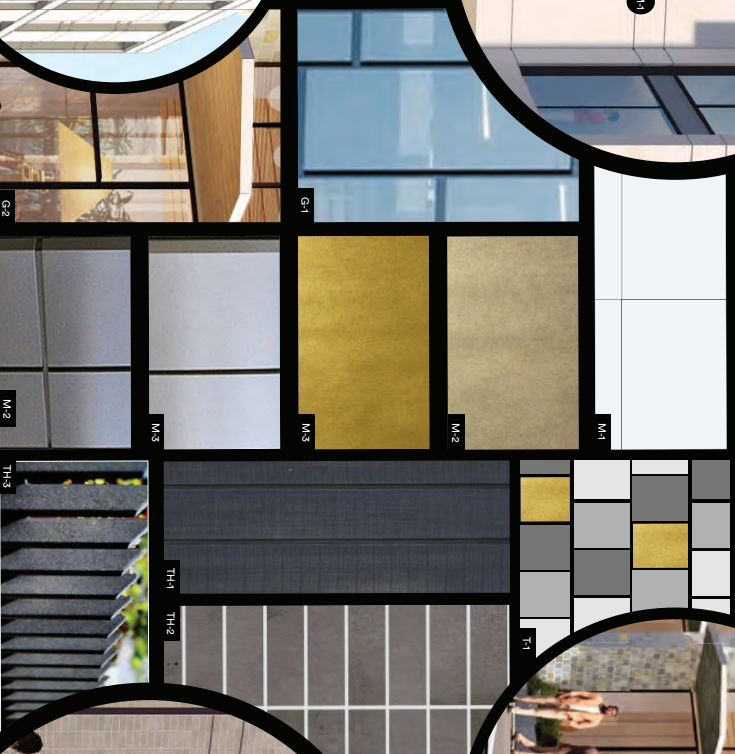
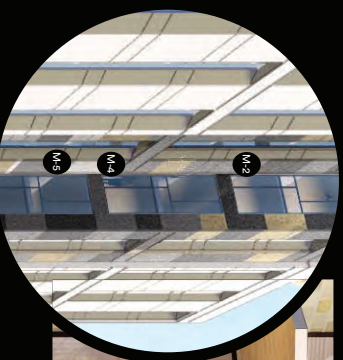
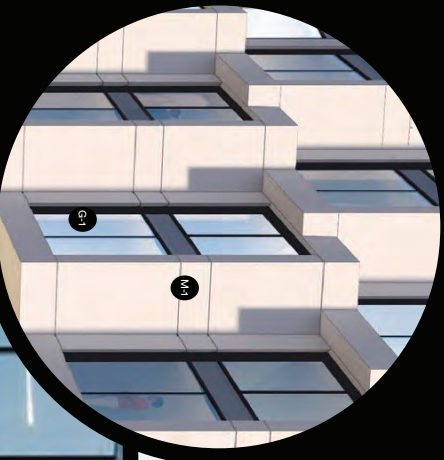


ACCENT COLORS



# 555 BRYANT

## MATERIALS BOARD



## METAL

- M-1 WHITE METAL CLADDING - WINDOW WALL SYSTEM
- M-2 LIGHT GOLD METAL CLADDING - WINDOW WALL SYSTEM
- M-3 GOLD METAL CLADDING - WINDOW WALL SYSTEM
- M-4 LIGHT GREY METAL CLADDING - WINDOW WALL SYSTEM
- M-5 DARK GREY METAL CLADDING - WINDOW WALL SYSTEM

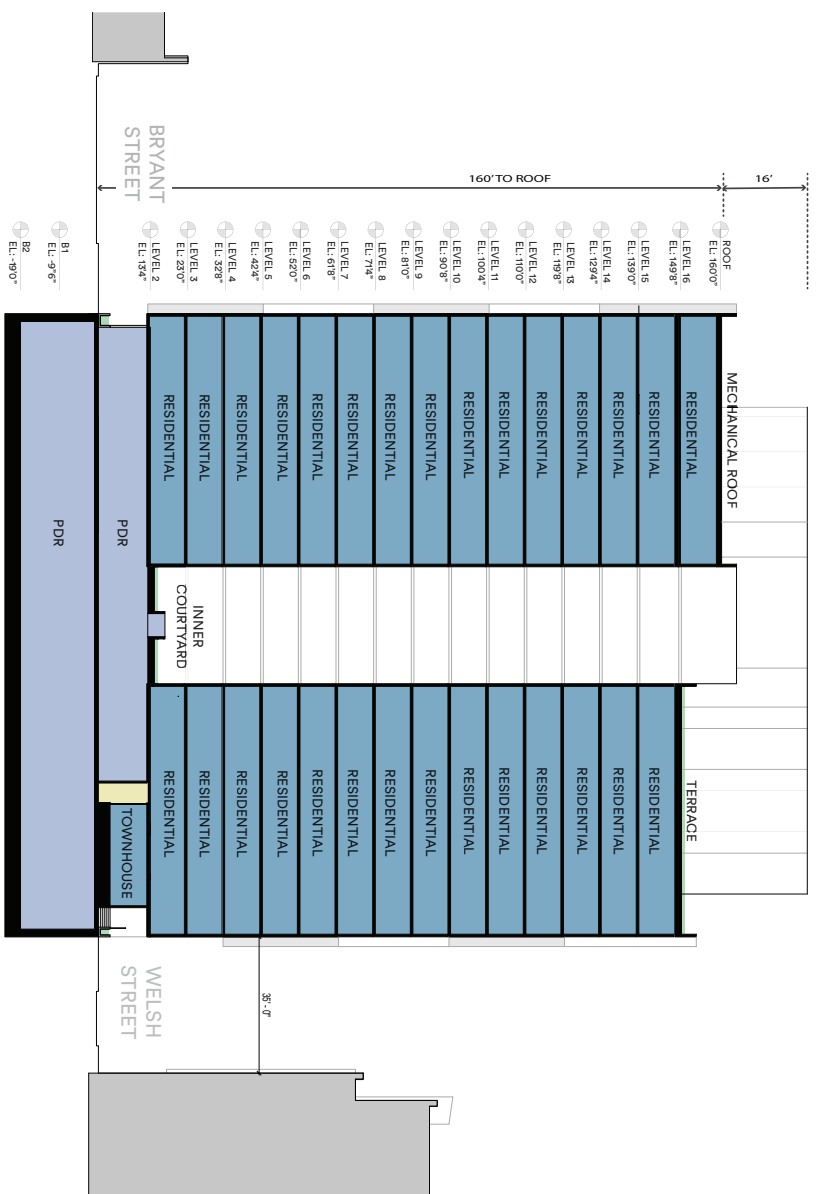
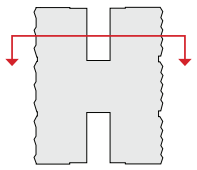
\*\* PAINT COLORS TO MATCH METAL COLORS

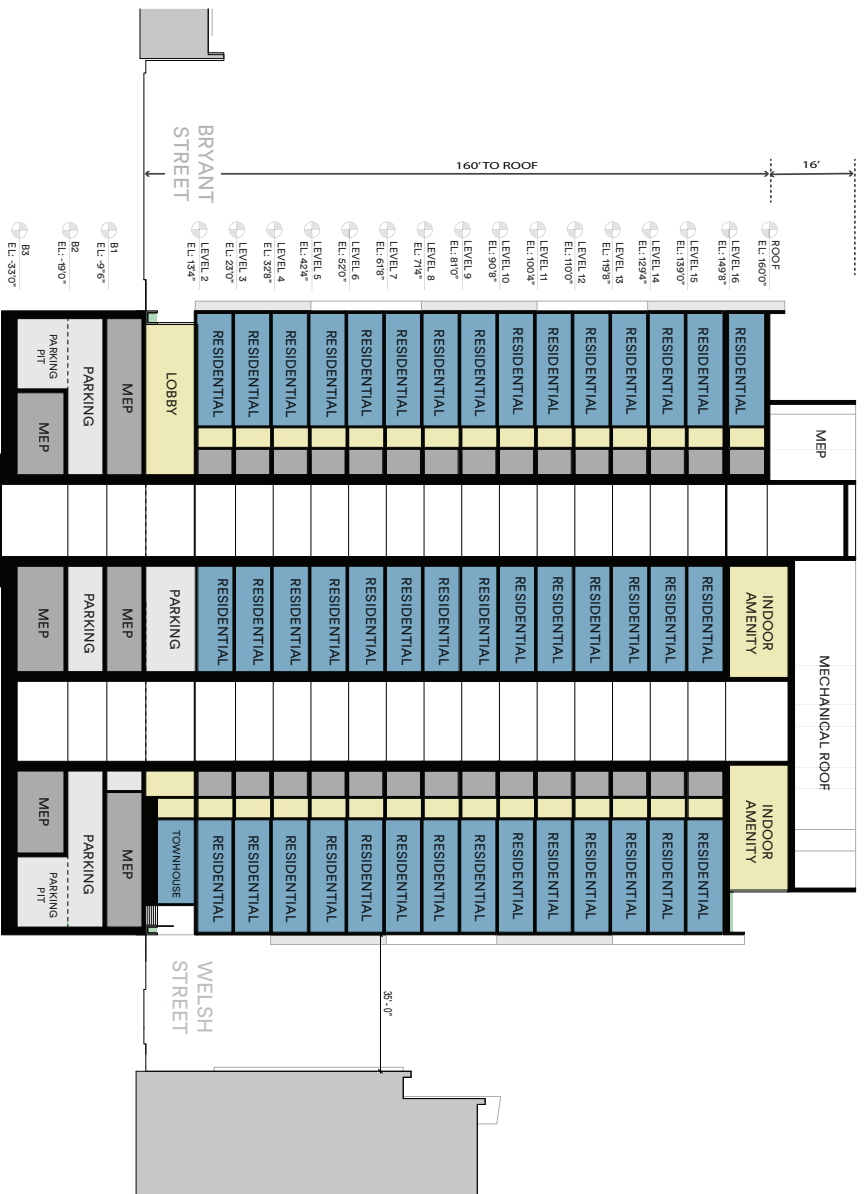
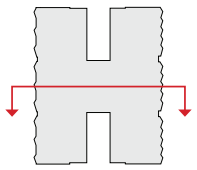
## GLASS

- G-1 HIGH PERFORMANCE GLAZING: BLUE-GREY WITH MEDIUM REFLECTIVITY FOR VISUAL PRIVACY
- G-2 HIGH PERFORMANCE GLAZING: CLEAR WITH LOW REFLECTIVITY FOR MAXIMUM VISUAL TRANSPARENCY

## TOWN HOUSES

- TH-1 WOOD LIKE CLADDING PANELS: ACCENT AT WELSH STREET TOWNHOUSE ENTRY STOOPS
- TH-2 MASONRY STYLE CLADDING: WELSH ST TOWNHOUSE FACADES
- TH-3 DARK GREY METAL: WELSH ST TOWNHOUSE FENCING, CANOPY & WINDOW DETAILS
- TH-4 MASONRY STYLE CLADDING GREY & GOLD: ACCENT AT BRYANT ST ENTRANCE & WELSH ST TOWNHOUSES





# 555-585 Bryant STATE DENSITY BONUS AREA TABULATION

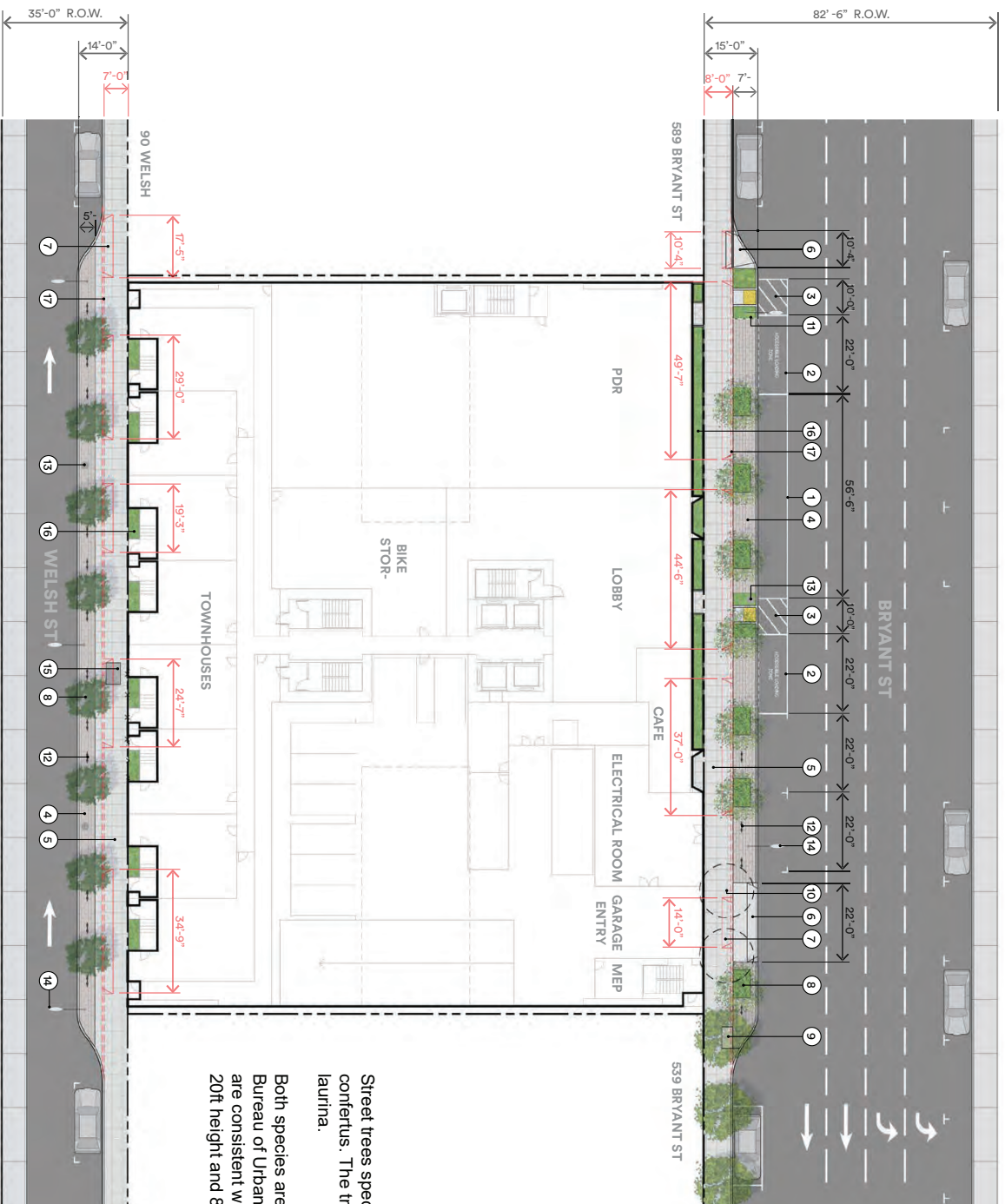
TOTAL SITE AREA\*: 32,800 SF

FLR. ELEV. F/F	RESIDENTIAL						RESIDENTIAL			PDR	PARKING + LOADING		TOTALS
	UNITS/FLR.	ST	U1B	1B	2B	2B TH	GROSS GSF	% Lot Coverage	GSF		SPACES	GSF	
+160.0	Roof						3,050					4,000	
	16	12	0	0	12	-	18,850	57%				18,850	
	15	35	6	10	14	-	28,300	86%				28,300	
	14	35	6	10	14	-	28,300	86%				28,300	
	13	35	6	10	14	-	28,300	86%				28,300	
	12	35	6	10	14	-	28,300	86%				28,300	
	11	35	6	10	14	-	28,300	86%				28,300	
	10	35	6	10	14	-	28,300	86%				28,300	
	9	35	6	10	14	-	28,300	86%				28,300	
	8	35	6	10	14	-	28,300	86%				28,300	
	7	35	6	10	14	-	28,300	86%				28,300	
	6	35	6	10	14	-	28,300	86%				28,300	
	5	35	6	10	14	-	28,300	86%				28,300	
	4	35	6	10	14	-	28,300	86%				28,300	
	3	35	6	10	14	-	28,300	86%				28,300	
	2	25	7	10	7	-	28,460	87%				28,460	
	+0.0	13.33	8	0	0	0	8	13,145	N/A	6,650	8	10,050	
-9.5	9.5						2,500			25	14,500		
-19.0	9.5						2,500		13,955	92	15,545		
-31.0	12.0						0		0	0	5,420		
		500	85	140	66	201	433,355		20,605	125	45,200		
		TOTAL UNITS	ST	U1B	1B	2B	2B TH	GSF	GSF	SPACES	GSF	499,085	
												GSF	

\* SITE AREA MEASURED FROM ASSESSOR MAP DIMENSIONS

41.8%

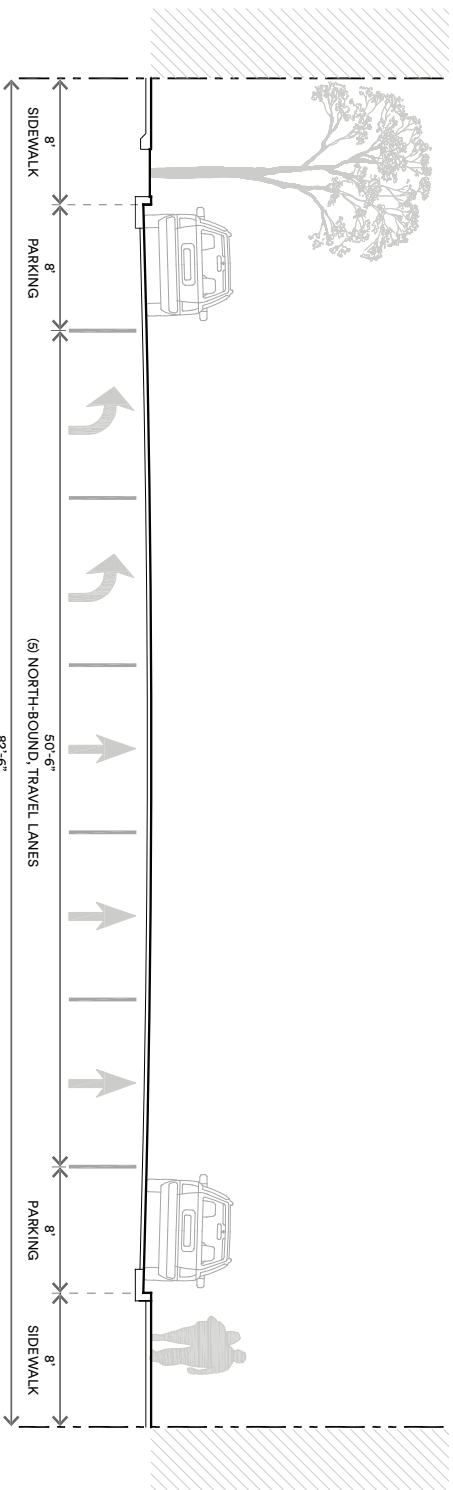




- ① PASSENGER LOADING ZONE
- ② ACCESSIBLE LOADING ZONE
- ③ ACCESSIBLE CLEAR AISLE SPACE AND RAMP
- ④ PERMEABLE PAVERS, FURNISHING AND EDGE
- ⑤ SIDEWALK, POURED-IN-PLACE CONCRETE
- ⑥ (N) DRIVEWAY
- ⑦ (E) DRIVEWAY, TO BE REMOVED
- ⑧ (N) STREET TREES
- ⑨ (E) STREET TREES, TO BE PROTECTED-IN-
- ⑩ (E) STREET TREES, TO BE REMOVED (QTY: 2)
- ⑪ PLANTING AREA IN RIGHT-OF-WAY
- ⑫ (N) BIKE RACK, CLASS 2 (QTY: 16 RACKS/ 32
- ⑬ (N) PEDESTRIAN LIGHTS
- ⑭ (N) ROADWAY LIGHTS
- ⑮ (N) TRANSFORMER VAULT
- ⑯ PLANTING AREA AT BUILDING
- ⑰ (E) CURB, TO BE REMOVED

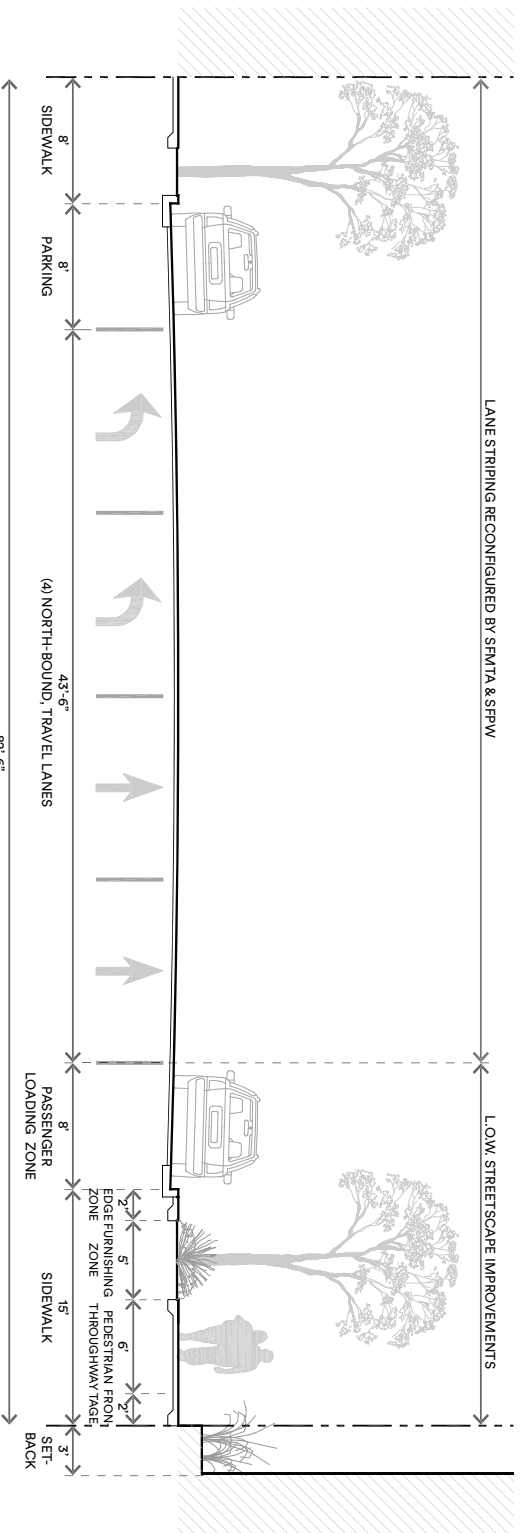
Street trees specified for Bryant Street are Lophostemon confertus. The trees specified for Welsh Street are Tristiaopsis laurina.

Both species are recommended by San Francisco Public Works' Bureau of Urban Forestry. The height and density of these trees are consistent with the RWDI wind study, which assumed 15ft - 20ft height and 8ft - 10ft canopy widths.

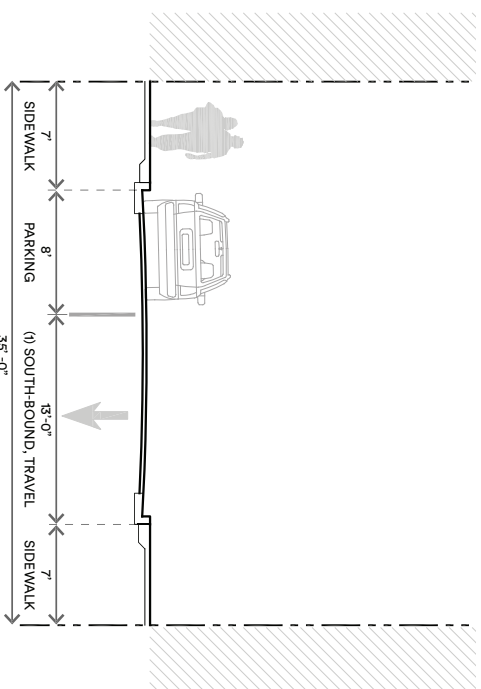


# BRYANT STREET R.O.W. - EXISTING

NOTE:  
(E) DIMENSIONS ARE  
APPROXIMATE.

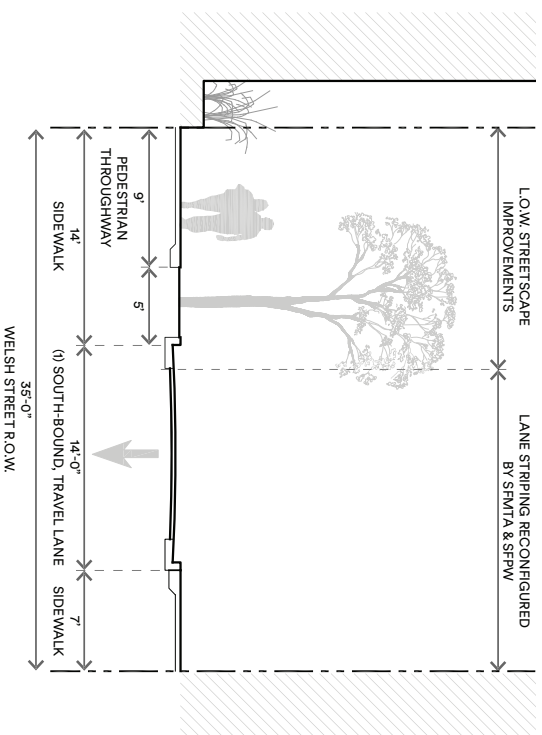


# BRYANT STREET R.O.W. - PROPOSED



WELSH STREET R.O.W. - EXISTING

NOTE:  
(E) DIMENSIONS ARE  
APPROXIMATE.



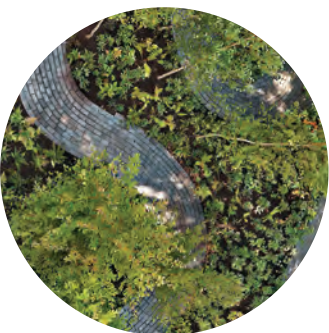
WELSH STREET R.O.W. - PROPOSED



○ REDWOOD GROVE - TALL & VERTICAL TO FILL THE SPACE



② ROLLING LANDFORMS - FILTER VIEWS & CREATE PRIVACY



○ GRAPHIC - CREATE VISUAL INTEREST FROM





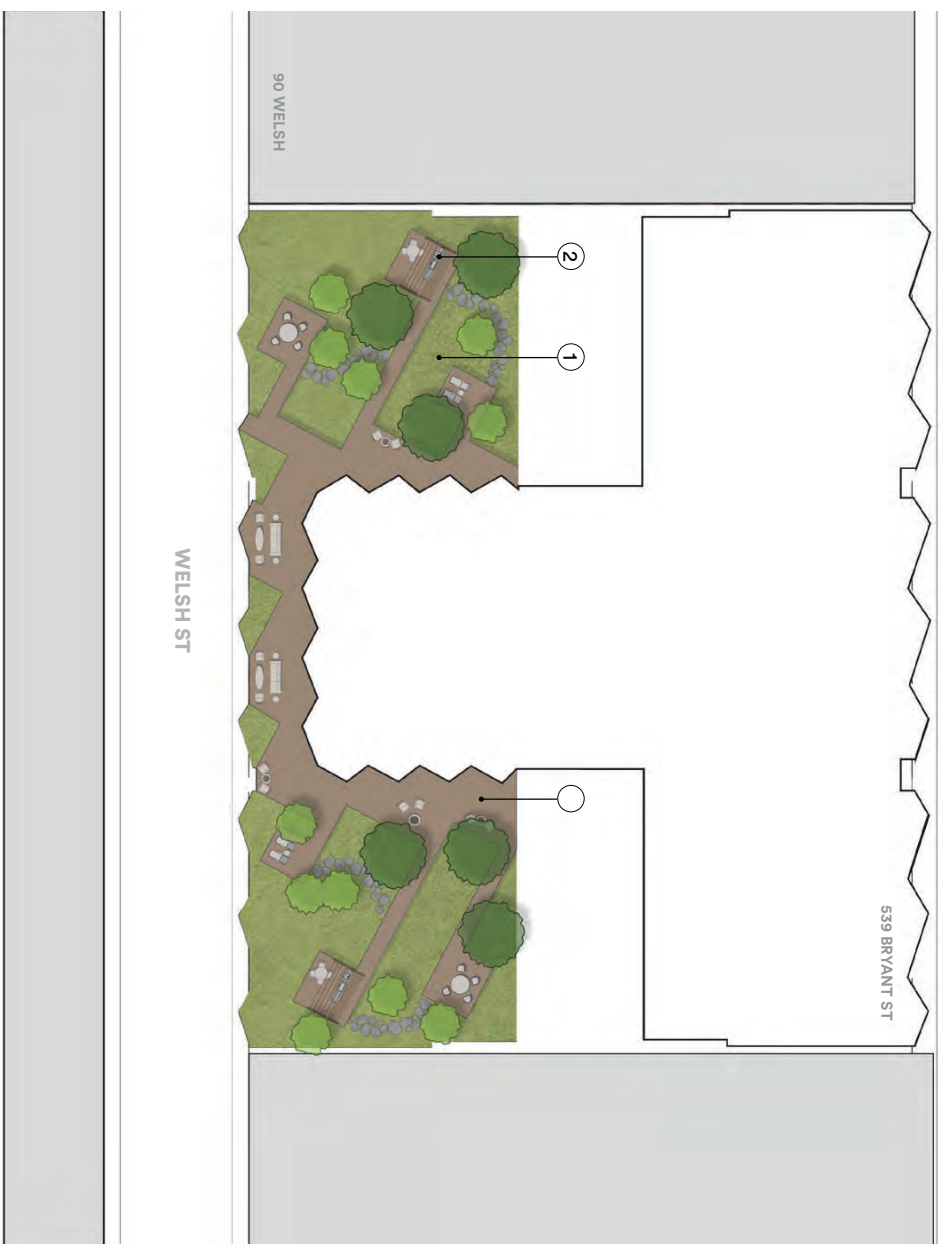
○ NATIVE GRASSLAND - CREATE HABITAT & BLOW IN THE



② PROGRAM DECKS - SMALL GATHERING SPACES FOR DINING &



○ BOARDWALKS - MOVE THROUGH A GARDEN





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## Appendix

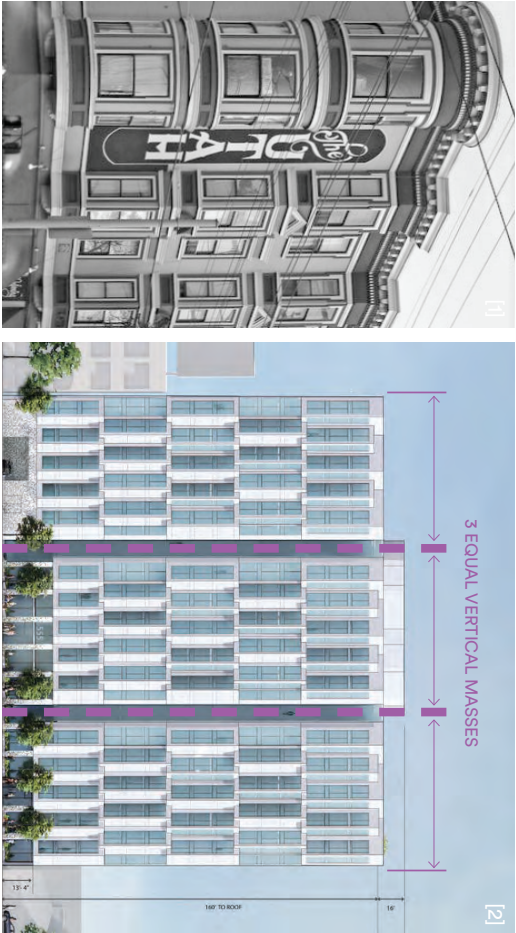
# AN ARCHITECTURE THAT RESPONDS

555-585 Bryant combines several parcels into a single clear residential expression. The street facing facades are broken up into a collection of three vertical masses separated by recessed slots [2].

Angled bay windows are composed in an undulating rhythm of 3 story groupings that provide texture and a sense of visual movement while graduating from greater to lesser solidity as the building rises [3]. These bay window groupings compliment the proportions of the facade massing, frame views, and reference the character of surrounding buildings [1] in both form and materiality while shielding residences from the glare of headlights on Bryant and the Freeway.

In response to Urban Design Guidelines: S3, S5, A1, A2, A3, A4, A5, A6

Bryant Street elevation highlighting the 3 vertical masses and typical 3-high bay pairings



## DESIGN GUIDELINE RESPONSES

Housing Sustainability District Application Drawings  
555-585 Bryant Street  
San Francisco, CA 94107

05 - 27 - 2021

A - 060

## DESIGNING FOR PEDESTRIAN CONTINUITY

The site is bounded by heavy traffic on Bryant Street to the north and Welsh Street to the south. Further south, across Welsh, is an existing residential building [1] that extends the entire block length between 4th and Zoe Streets, eliminating the benefit of any future mid-block pathway.

Existing street parking on Bryant Street will be replaced with a wider sidewalk and urban amenities including bike racks, seating, lighting, and street trees [2]. Ground floor PDR, double-height Residential Lobby, and Cafe facades are set back three feet from the property line to provide additional landscaping and enhanced visual connectivity between pedestrians and interior uses.

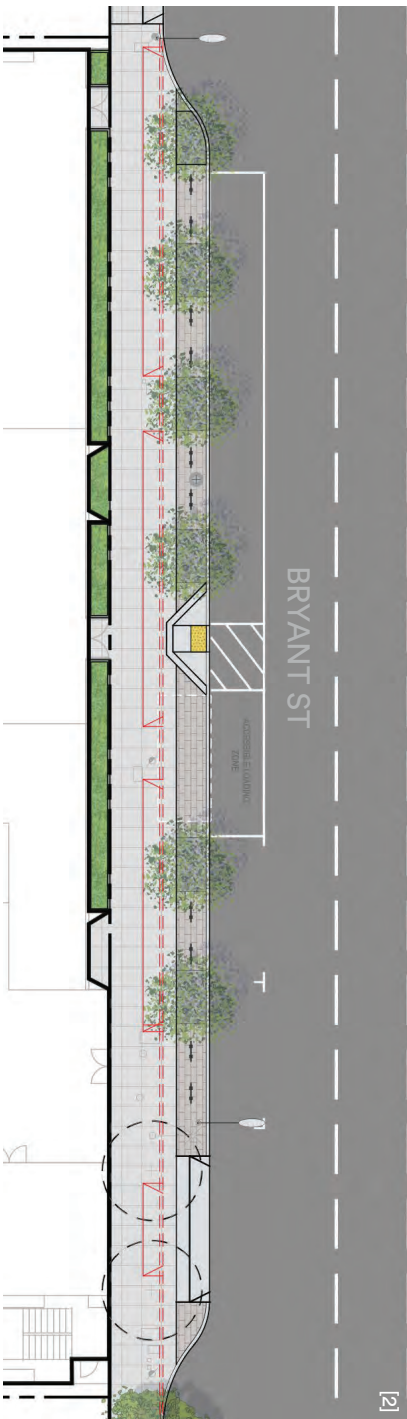
A single combined loading and parking entry on Bryant uses a new curb cut while eight existing curb cuts will be abandoned. The sidewalk at Welsh Street frontage is being widened to eliminate street parking where ground floor dwelling units with landscaped entry stoops [3] occupy the entire frontage, reducing and calming traffic to create a distinctly residential 'slow street' experience.

The material palette of the project references the surrounding neighborhood and features large format windows, metal panel cladding including metal clad bay windows [1] and detailing, and some wood and masonry elements at the ground floor along both streets.

In response to Urban Design Guidelines: S1, S5, S7, A3, A7, A8, P1, P2, P4, P5, P6, P7



Rendering of Welsh St sidewalk (above) and illustrative landscape plan of Bryant St sidewalk (below)



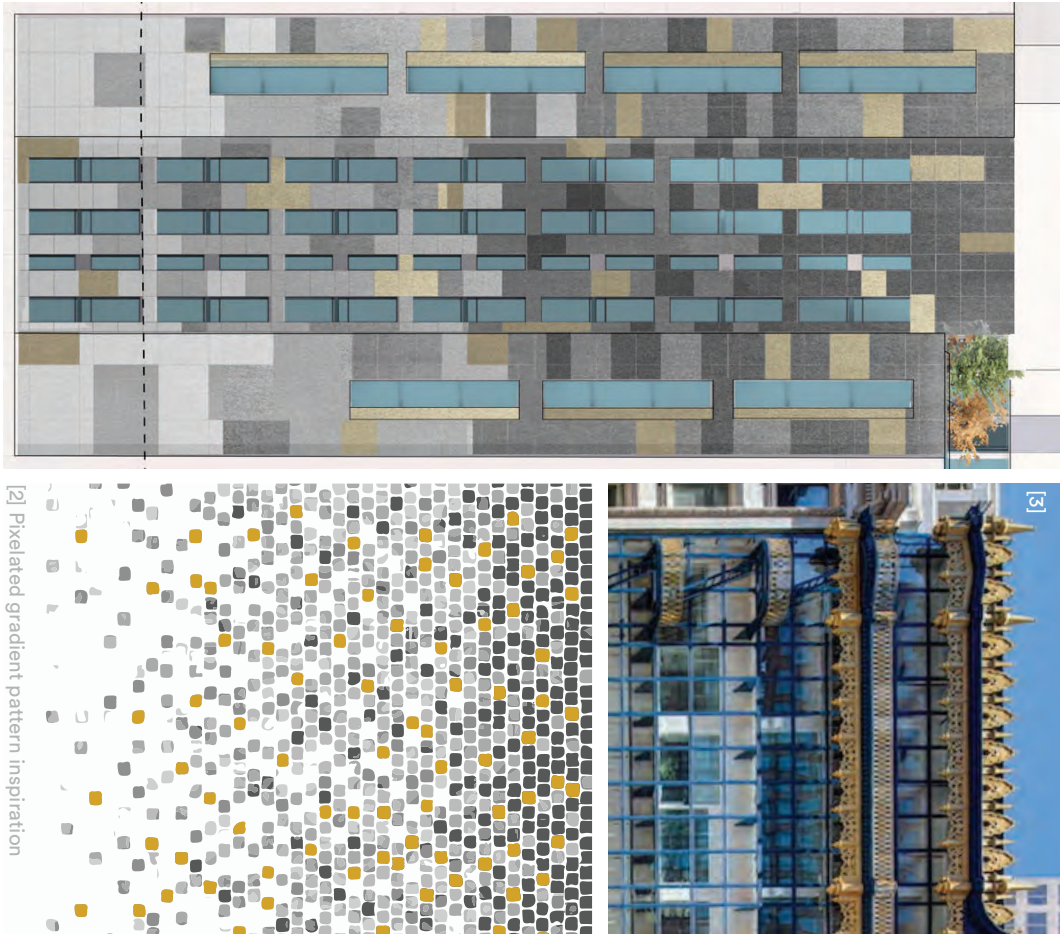
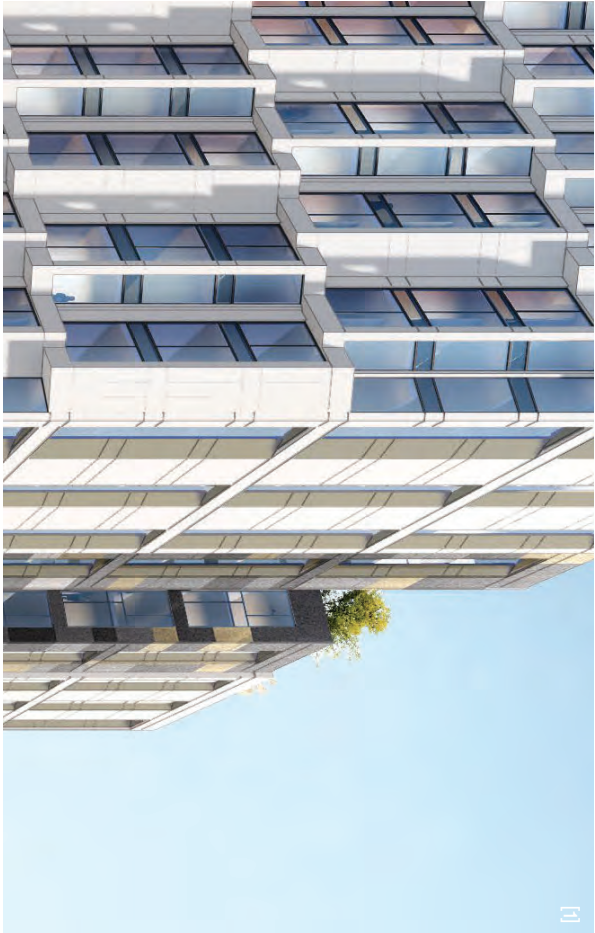


**URBAN GEMS, RIGHT AROUND THE CORNER**

The proposed project will appear distinctly different from several vantage points and while traveling past on the freeway or along Bryant Street. While the exciting rhythm of the bays facing Bryant uses angles, offsets, and varying solidity to create a feeling of transformation & movement, the west and east facing elevations sometimes visible from the public realm [1] celebrate the revealing of internal facing building elements and enhance the overall urban composition and dynamic character. Internal facing residential courts are clad in an effervescent pattern [2] that graduates from dark to light and provides rich visual interest both from the public realm but also from individual dwelling units within the project. To further enhance this affect, the design drew influences from other noteworthy pieces of architecture in the city [3], feeding back hints of materiality, color and texture that enhanced the overall composition.

In response to Urban Design Guidelines: S2, S3, A4, A6

(Glimpses of interior elevations (below) and side elevation with abstracted pattern (right))



**DESIGN GUIDELINE RESPONSES**

Housing Sustainability District Application Drawings

555-585 Bryant Street

San Francisco, CA 94107

05-27-2021

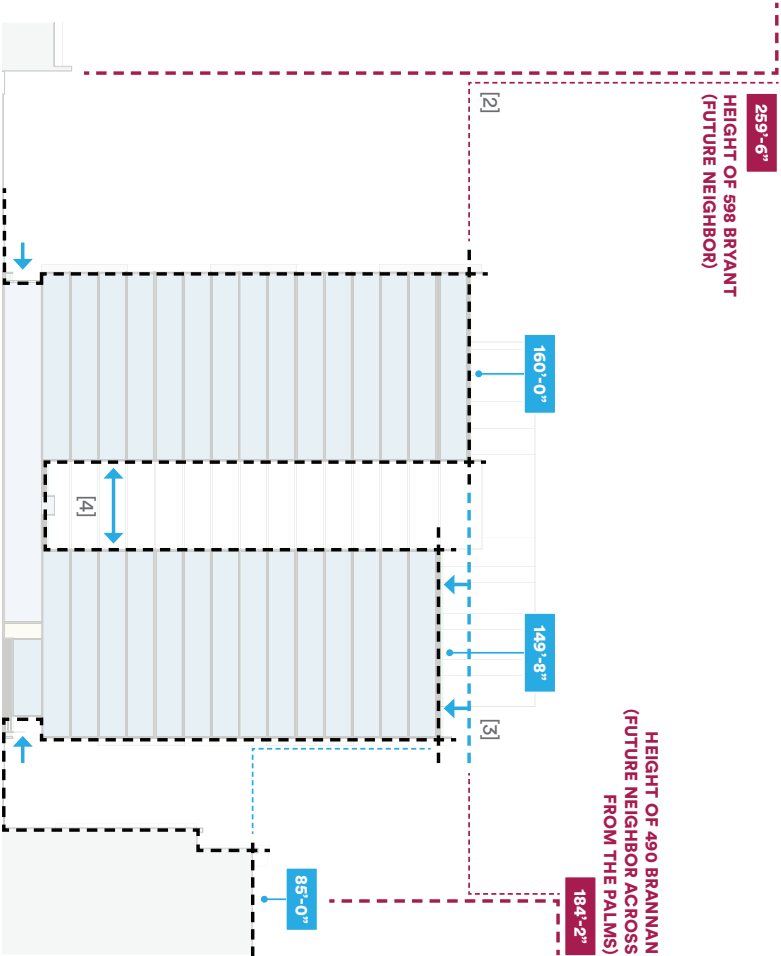
A - 062

LOOKING INWARD, LOOKING OUTWARD

This area of Central SoMa has many proposed high rise buildings, most of which will be significantly taller than the proposed project [2]. Overall height and massing are modulated to provide a step down on the south side facing the narrower of the two frontage streets and a lower residential building to the south [3].

The south facing roof terrace offers great solar access and expansive views of the southern half of the City and the Bay [1], while the use of bay windows help frame views from units of Downtown while mitigating privacy issues across narrow Welsh Street to the south. Two inner courtyards will provide a visual break at the interior lot lines, and significant sustainably landscaped areas well sheltered from the wind [4]. The eastern facing inner court will nominally align with a shallow court in the adjacent office building.

In response to Urban Design Guidelines: S2, S4, S7, S8, P7





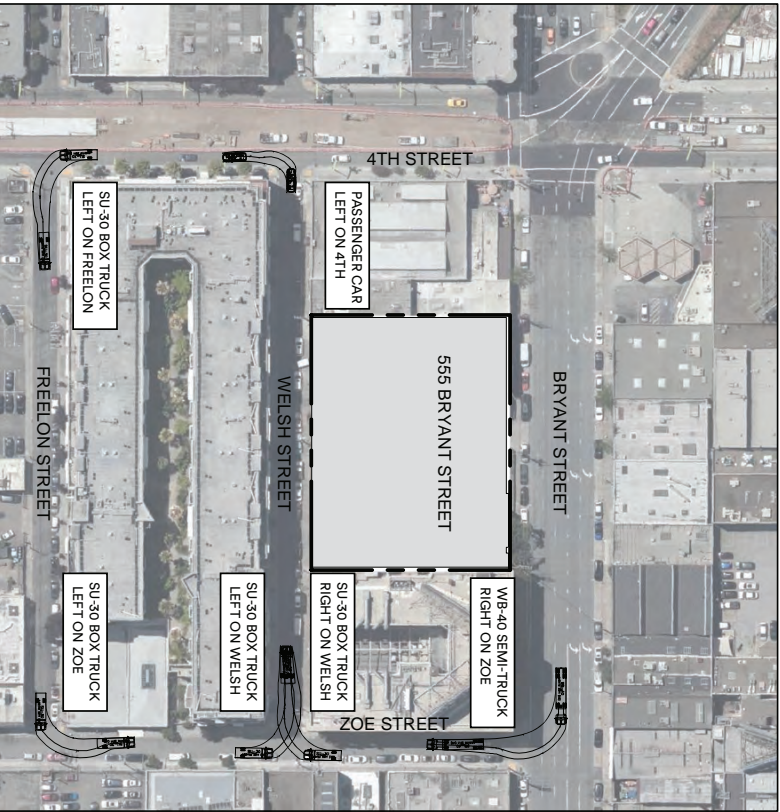


FIG. 1 LARGEST VEHICLES WITHOUT  
CONFLICTING TURNING MOVEMENTS

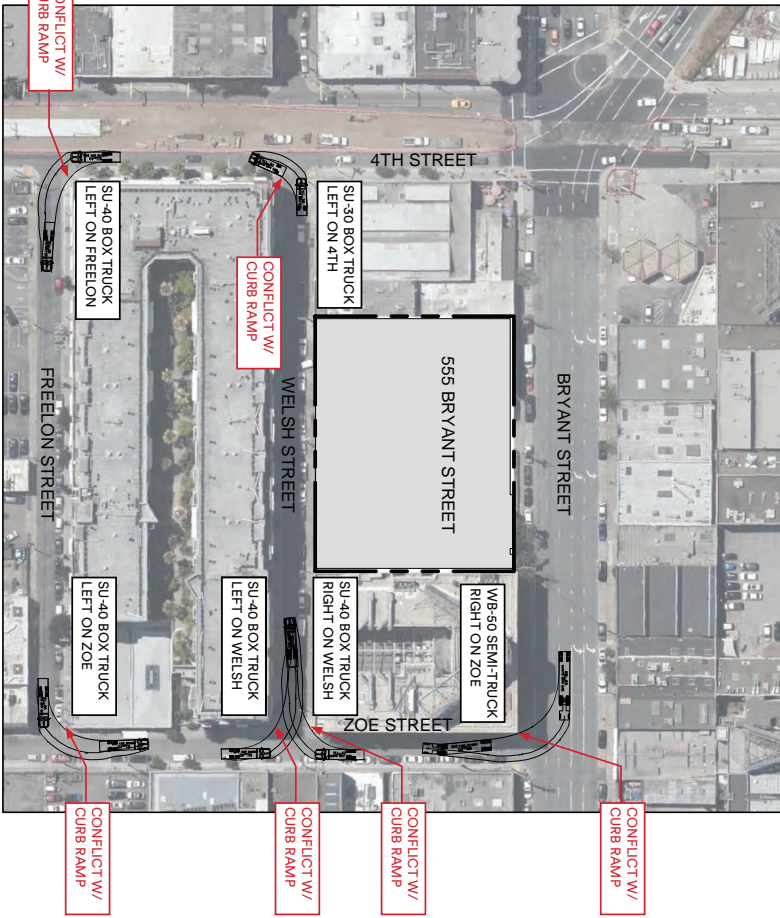
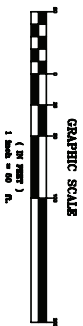


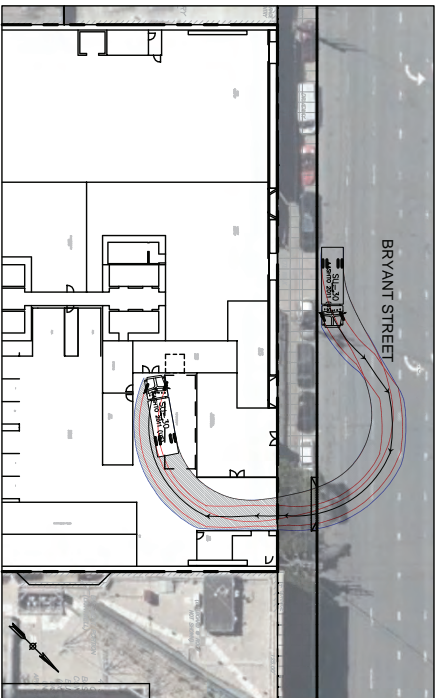
FIG. 2 SMALLEST VEHICLES WITH  
CONFLICTING TURNING MOVEMENTS



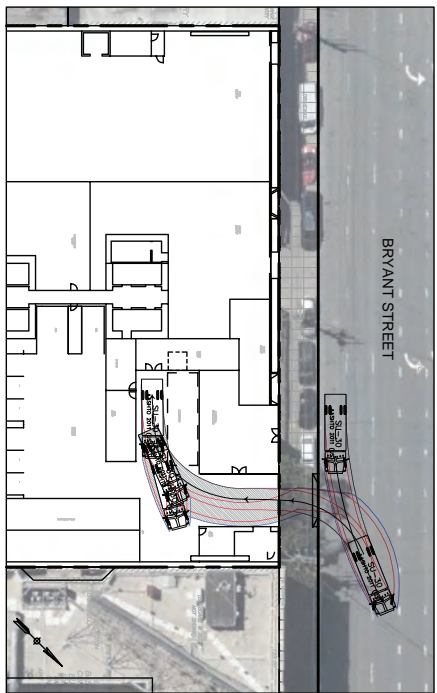
## TRUCK TURNING DIAGRAMS

THE PROJECT PROPOSES TO ABANDON ALL EXISTING CURB CUTS ON BRYANT AND WELSH. A SINGLE NEW CURB CUT IS PROPOSED ON BRYANT FOR A SINGLE ENTRY SERVING BOTH SERVICE AND PASSENGER VEHICLES. BRYANT IS A MAJOR THOROUGHFARE WHILE BOTH ZOE AND WELSH ARE NARROW AND NOT WELL SUITED TO ACCOMMODATE AN INCREASE IN TRAFFIC. THE PROJECT PROPOSES TO USE ITS ENTIRE FRONTAGE AT WELSH FOR RESIDENTIAL UNITS WITH STOODS AND LANDSCAPING TO CREATE A RESIDENTIAL LANEWAY FEELING FOR WHICH ADDITIONAL VEHICLE TRAFFIC WOULD NOT BE COMPATIBLE. WELSH IS ONE-WAY, REQUIRING VEHICLES EXITING WELSH TO TURN LEFT INTO 4TH STREET WHERE THE NEW MUNI LINE FORCES A VERY TIGHT TURNING RADIUS THAT IS NOT COMPATIBLE FOR SERVICE VEHICLES AS SHOWN IN THE DIAGRAMS ABOVE.

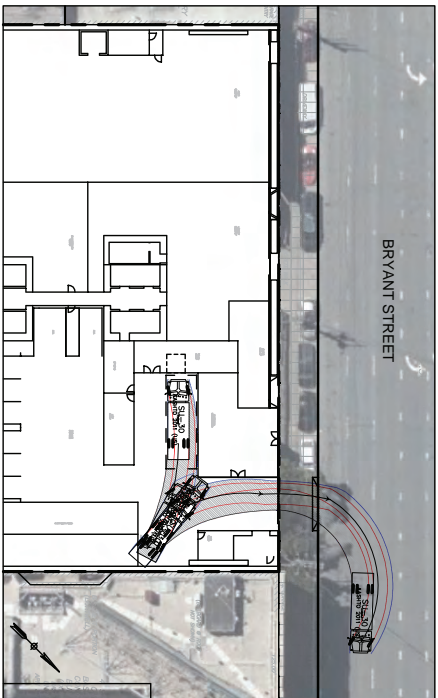
FURTHERMORE, SDAT HAS REQUESTED THAT THE PROJECT WIDEN THE SIDEWALK AND PROVIDE 100FT OF PASSENGER LOADING ZONES AT BRYANT WHICH WILL ALLOW FOR MANEUVERING INTO THE VEHICLE ENTRY ON BRYANT WITHOUT ANY ADDITIONAL DISRUPTION OF TRAFFIC OR CHANGE OF CHARACTER TO THE STREET.



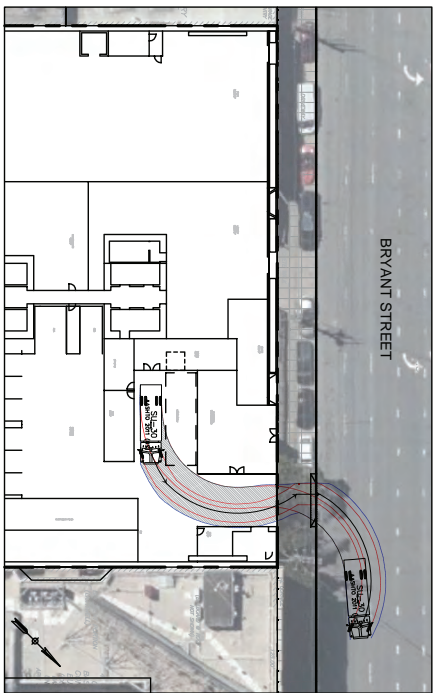
**SU-30 BOX TRUCK ENTERING**  
FORWARD INTO BLDG, FORWARD INTO STALL



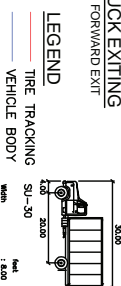
**SU-30 BOX TRUCK ENTERING**  
BACK INTO BLDG, BACK INTO STALL



**SU-30 BOX TRUCK EXITING**  
BACK OUT OF STALL, FORWARD EXIT



**SU-30 BOX TRUCK EXITING**  
FORWARD OUT OF STALL, FORWARD EXIT

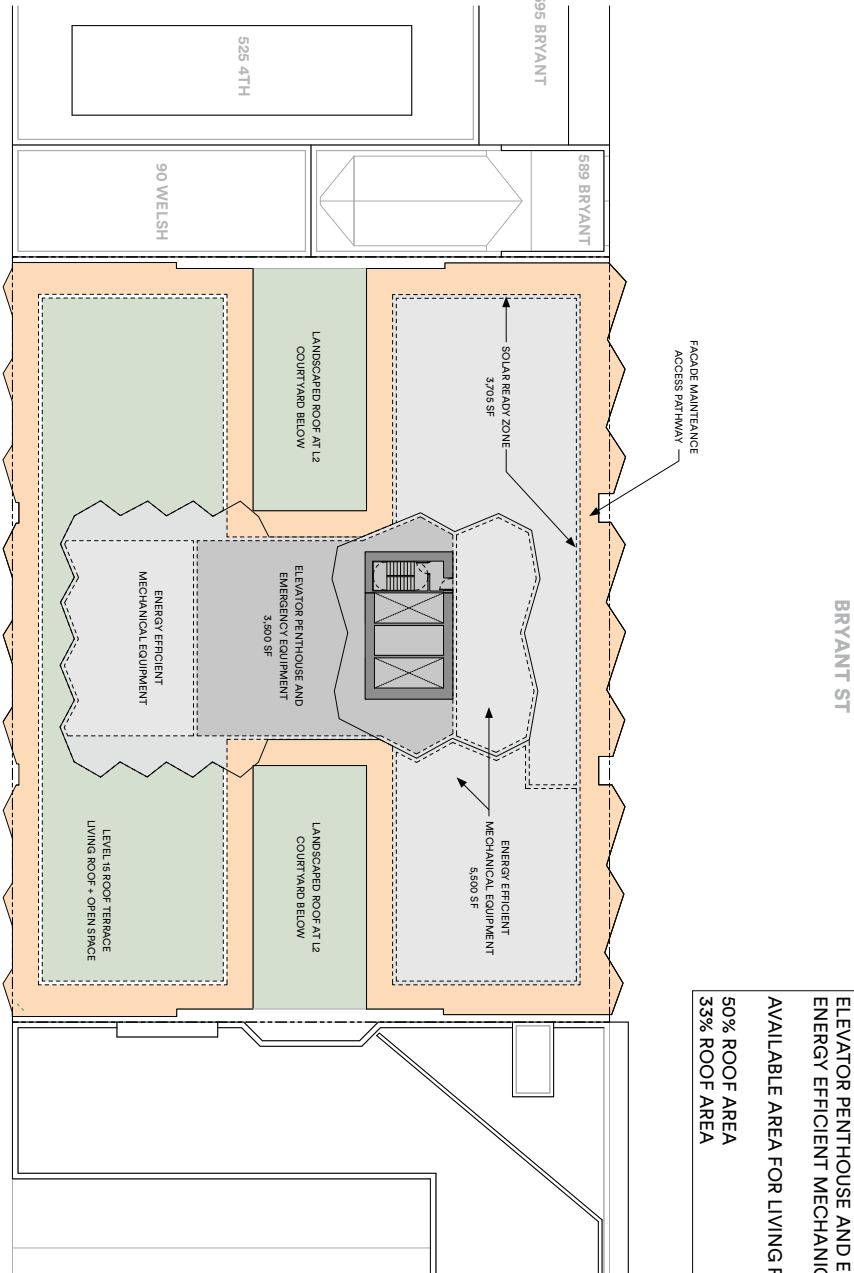


**FIGURE 2 - BOX TRUCK MOVEMENTS**

## TRUCK TURNING DIAGRAMS

### EXHIBITS FROM DRIVEWAY AND LOADING OPERATIONS PLAN (DLOP)

<b>ROOF AREA SUMMARY:</b>	
ROOF AREA EXCLUDING MAINTENANCE ACCESS WALKWAY	24,705 SF
SOLAR READY ZONE	3,705 SF
ELEVATOR PENTHOUSE AND EMERGENCY EQUIPMENT	3,500 SF
ENERGY EFFICIENT MECHANICAL EQUIPMENT	5,500 SF
AVAILABLE AREA FOR LIVING ROOF AND OPEN SPACE	12,000SF
50% ROOF AREA	12,353 SF
33% ROOF AREA	8,235 SF



ROOF PLAN

THE PROJECT REQUESTS A ZONING ADMINISTRATOR WAIVER TO REDUCE THE LIVING ROOF REQUIREMENT TO 33% OF THE ROOF AREA. WHILE THE ROOF TERRACE AT L16 WILL BE HEAVILY LANDSCAPED IT IS ALSO THE PRIMARY OPEN SPACE FOR THE PROJECT. AFTER DEDUCTIONS ARE MADE FOR NECESSARY ITEMS THAT ARE INCOMPATIBLE WITH LIVING ROOF SUCH AS ROOF MAINTENANCE PATHWAYS, SOLAR READY ZONE, ELEVATOR AND EMERGENCY EQUIPMENT, AND ENERGY EFFICIENT MECHANICAL EQUIPMENT THE AMOUNT OF ROOF AREA LEFT OVER IS ONLY 49% AND MUST BE SHARED BETWEEN LIVING ROOF AND OPEN SPACE. IF THE LIVING ROOF AREA REQUIREMENT IS REDUCED TO 33% THEN A MODEST AMOUNT OF USABLE OPEN SPACE CAN BE PROVIDED FOR THE PROJECT.

PLEASE NOTE THAT PROPOSED FOOTPRINT SCREENING AROUND ELEVATOR PENTHOUSE AND MECHANICAL EQUIPMENT IS 7,105 SQFT (25.5%) OF OVERALL ROOF AREA IN COMPLIANCE WITH 20%-30% RANGE ALLOWED BY 260(B).





5" DIFFERENCE BETWEEN  
RECESSED GLAZING AND  
FACE OF METAL PANEL

ENLARGED DETAIL AT BRYANT STREET FACADE

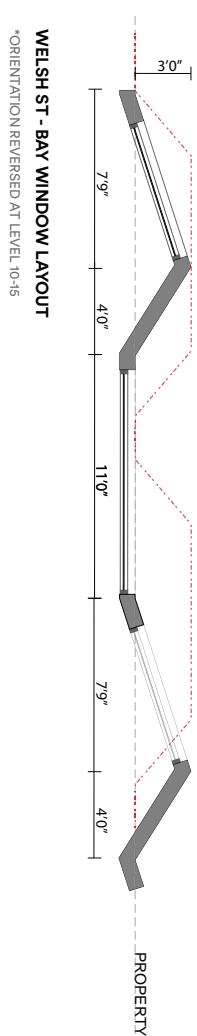
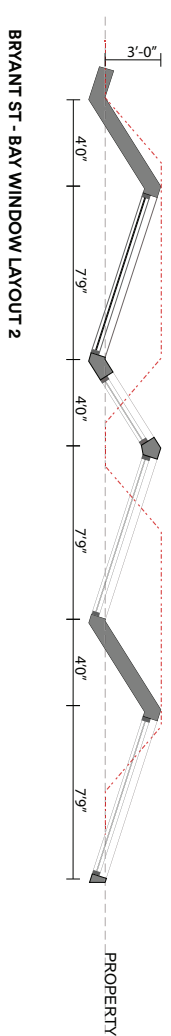
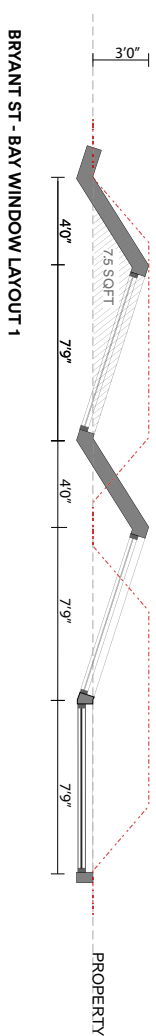
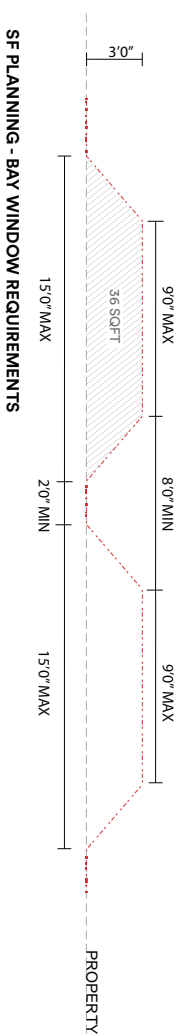


3" DIFFERENCE BETWEEN  
RECESSED GLAZING AND  
FACE OF MASONRY CLADDING

ENLARGED DETAIL AT WELSH STREET FACADE

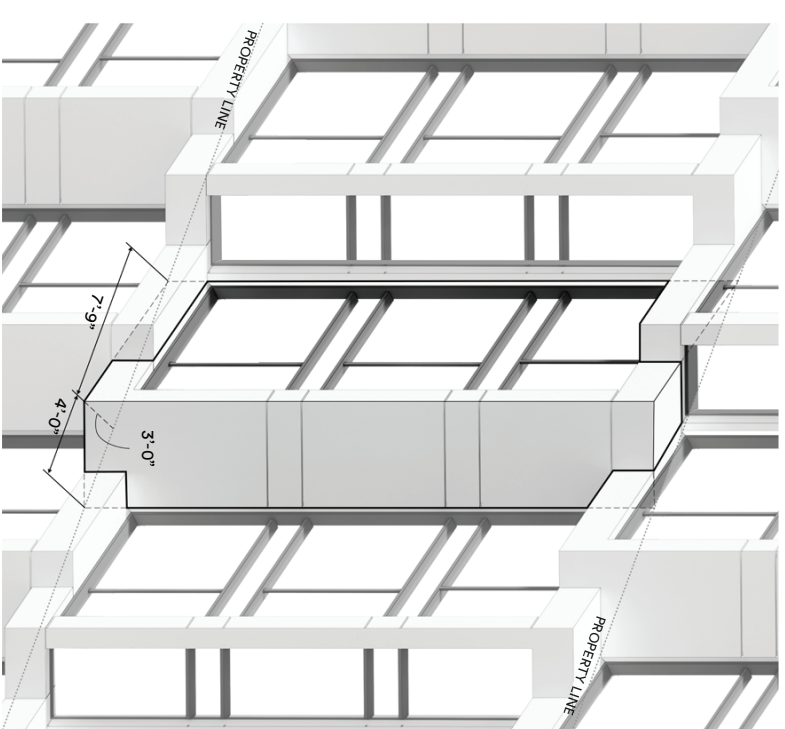
## RECESSED WINDOWS

ALL OF THE WINDOWS WILL BE RECESSED FROM THE FACE OF ADJACENT FACADES TO PROVIDE ADDITIONAL DEPTH AND VISUAL TEXTURE.



# **BAY WINDOW DIAGRAMS**

PROPOSED BAY WINDOWS REFERENCE THE CHARACTER OF SAN FRANCISCO'S ICONIC TRADITIONAL SIGNATURE IN A MODERN AESTHETIC SUITABLE FOR A HIGH-RISE BUILDING. GROUPS OF ANGLED BAYS ARE COMPOSED IN AN UNDOULATING RHYTHM THAT PROVIDE TEXTURE AND A SENSE OF VISUAL MOVEMENT WHILE FRAMING VIEWS, AND SHIELDING RESIDENCES FROM THE GLARE OF HEADLIGHTS ON BRYANT AND THE FREEWAY. WHILE THE DIMENSIONS DO NOT CONFORM TO SECTION 136, THE OVERALL AREA OF PROJECTION OVER THE PROPERTY LINE IS SIMILAR AND THE EFFECT IS BENEFICIAL TO THE PROJECT'S AESTHETIC IMPACT.



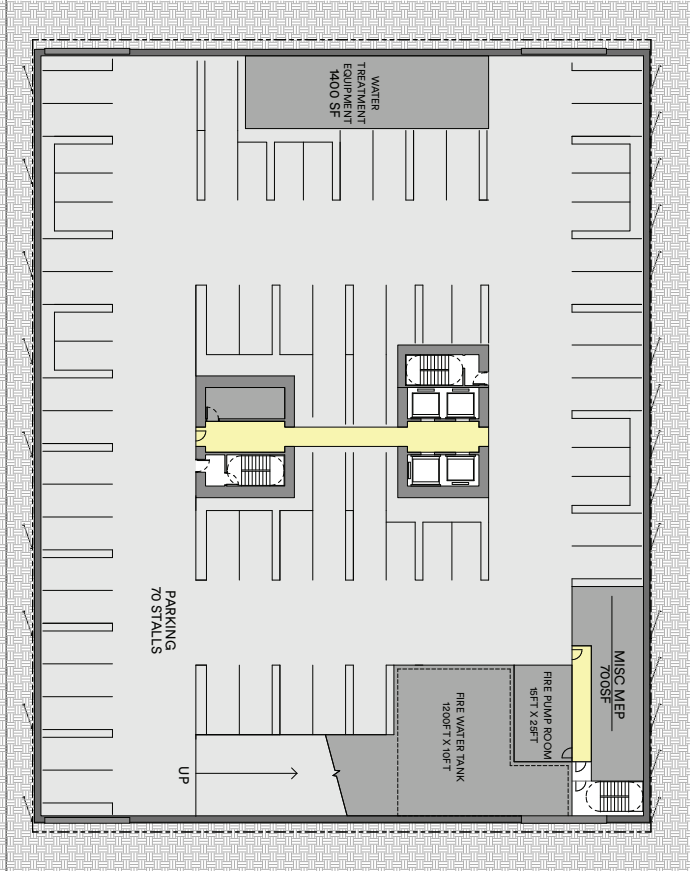


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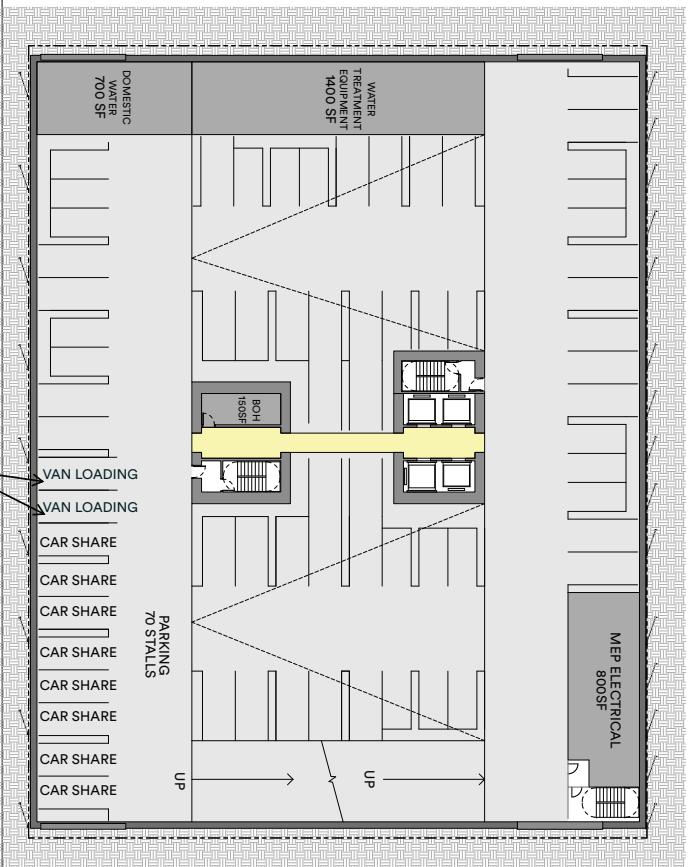
## Alternate Scheme

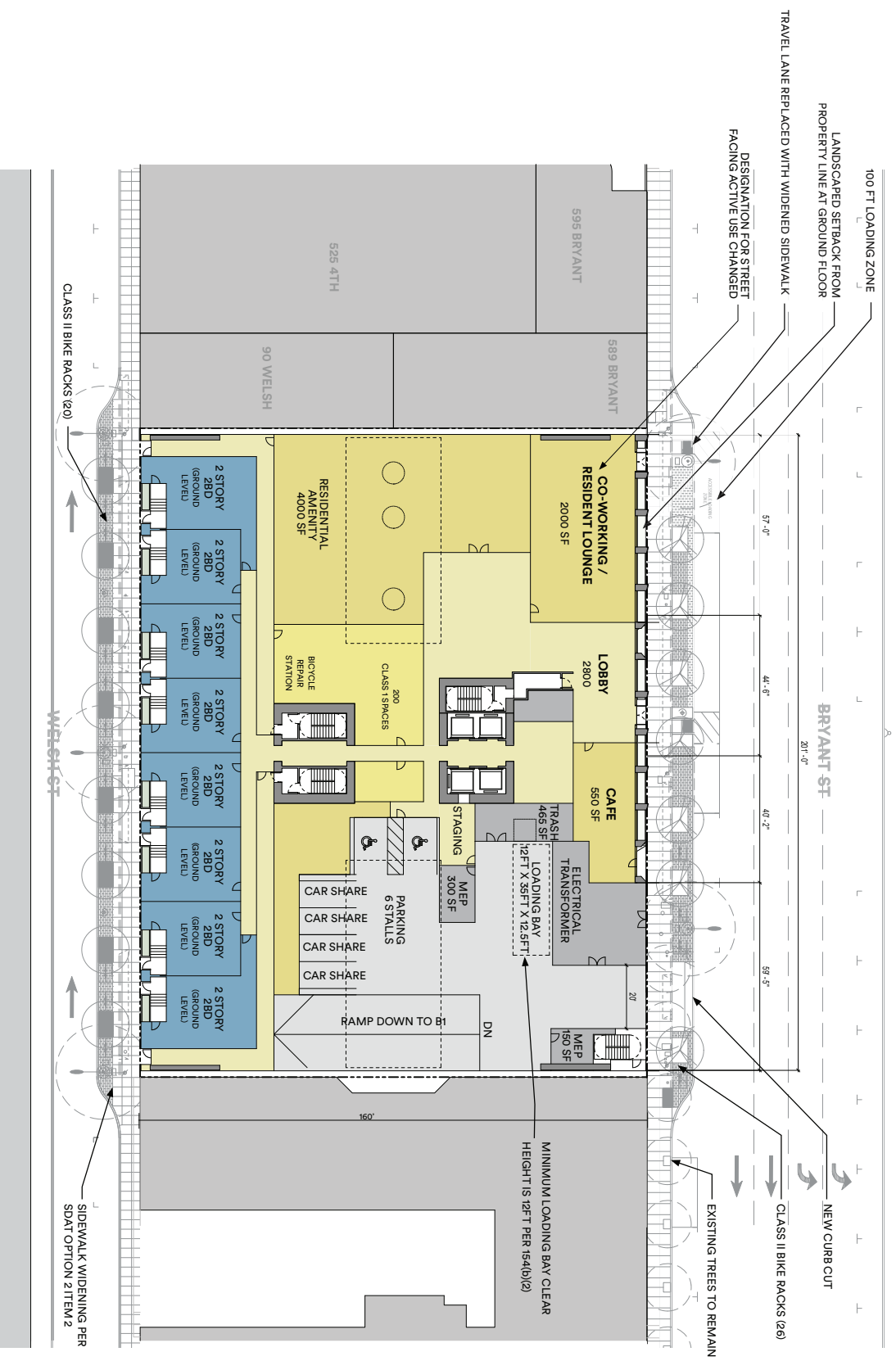
PER PROPOSITION X AND 2023(A)(2), PROJECTS WITH EXISTING PDR ON SITE ARE REQUIRED TO PROVIDE A MINIMUM REPLACEMENT OF 75% OF EXISTING PDR IN NEW PROJECT. 2023(F)(6) ALLOWS NEW PROJECTS TO BE EXEMPT FROM PDR REPLACEMENT REQUIREMENT IF PROJECT RECEIVES AFFORDABLE HOUSING CREDITS FROM SOUTH BEACH MARINA APARTMENTS (BS RESOLUTION 19716). THE PROJECT SPONSOR IS INVESTIGATING THE USE OF THESE CREDITS.

SHOWN ON THIS AND THE FOLLOWING 2 PAGES ARE ALTERNATE PLANS TO ILLUSTRATE HOW ELIMINATING PDR WOULD REDUCE THE OVERALL EXCAVATION REQUIREMENT QUANTITIES, INCREASE THE GROSS RESIDENTIAL AMENITY AREA FOR THE PROJECT, AND ALLOW MORE FLEXIBILITY IN BOTH RESIDENTIAL AND COMMUNITY AMENITY OFFERINGS.



Fire Pump is not required to be diesel powered and will be electrically powered.





# 555-585 Bryant STATE DENSITY BONUS PROPOSED DESIGN AREA TABULATION

TOTAL SITE AREA\*: 32,800 SF

FLR. ELEV. F/F	RESIDENTIAL					RESIDENTIAL					PDR	PARKING + LOADING		TOTALS	
	UNITS/FLR.	ST	U-1B	1B	2B	2B TH	GROSS GSF	% Lot Coverage	GSF	SPACES		GSF	GSF		
+160.0	Roof														
	16	12	0	0	0	12	-	18,850	57%			4,000			
	+149.7	10.33	35	6	10	5	14	-	28,300	86%			18,850		
	+139.0	10.67	35	6	10	5	14	-	28,300	86%			28,300		
	+129.3	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+119.7	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+110.0	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+100.3	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+90.7	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+81.0	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+71.3	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+61.7	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+52.0	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+42.3	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+32.7	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+23.0	9.67	35	6	10	5	14	-	28,300	86%			28,300		
	+13.3	9.67	25	7	10	1	7	-	26,045	87%			26,045		
	+0.0	13.33	1	8	0	0	0	8	17,525	N/A	0	8	10,050		
	+13.5	13.5	B1						2,500		0	62	29,500		
	+25.0	11.5	B2						2,500			55	29,500		
			500	85	140	66	201	8	435,320		0	125	79,751		
			TOTAL UNITS	ST	U-1B	1B	2B	2B TH	GSF		GSF	SPACES	GSF		

\* SITE AREA MEASURED FROM ASSESSOR MAP DIMENSIONS

41.8%



# SDAT Review Letter 1

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April 12, 2021





San Francisco  
Planning

49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103  
628.682.7600  
www.sfplanning.org

## SDAT REVIEW LETTER

Date: 4/12/2021

Project Address: 555 Bryant  
Planning Record Number: 2021-000947PRJ  
Assigned Planners: Xinyu Liang, (Current Planning), Elizabeth White (Environmental Planning), Trent Greenan (Design Review), Jessica Look (SDAT)

The Street Design Advisory Team (SDAT) provides design review and guidance to projects working within the City's public right-of-way. SDAT is composed of representatives from the San Francisco Planning Department (SF Planning), the San Francisco Fire Department (Fire), San Francisco Public Works (Public Works), the San Francisco Municipal Transportation Agency (SFMTA), and the San Francisco Public Utilities Commission (SFPUC).

### SDAT REVIEW HISTORY:

1st Review	2nd Review	3rd Review
11/30/20	3/22/2021	

Below are the SDAT comments from the 2nd SDAT review.

### PROJECT DESCRIPTION:

The proposed Project combines 7 lots between Bryant and Welsh Streets mid-block between 4th Street and Zoe Street in the Central SOMA district. Current PDR buildings will be replaced with a 160 FT tall mixed use multi-family residential building incorporating 500 dwelling units and 115 accessory parking spaces. The project is seeking expedited approval pursuant to the Central SOMA Housing Sustainability District. The project will use the State Density Bonus to increase the size of the building allowed under current CMO zoning but will not exceed 160 FT in height so that it qualifies for the Housing Sustainability District.

### CONDITIONS REQUIRING STREET DESIGN REVIEW:

- ☒ Planning Code [138.1](#) (required streetscape improvements per the [Better Streets Plan](#))  
☐ Vision Zero  
☐ Other:

中文海關譯電

Para información en Español llamar al

Para sa Impormasyon sa Tagalog tumawag sa

628.682.7550

SDAT COMMENTS

Record No. 2021-000947PRJ  
555 Bryant

### SDAT COMMENTS

#### 1. Sidewalk widening (required per Planning Code Sec. 138.1)

- As stated in previous SDAT letter, SDAT requires the project team to work with SFMTA and Public Works to develop a design for a widened sidewalk along the project's Bryant Street frontage. The existing sidewalk is 8' wide. SDAT requires widening the sidewalk to 15'. The SFMTA anticipates removing one travel lane along this block of Bryant Street to accommodate sidewalk widening. While a sidewalk widening is required in front of the project site, SDAT encourages the project to consider widening along the full block between 4<sup>th</sup> and 3<sup>rd</sup>. This would be a major community benefit to not only the future residents of the project but to the neighborhood as a whole. In addition, it would create a more unified streetscape for the block. SFMTA staff would work with project team on future design. Contact Daniel.Sheete@sfmta.com and Dustin.White@sfmta.com to develop design.
- If sidewalk widening does not extend for the full block, curb returns shall conform to SF Public Works' Standard Plan for Curb Bulbs. See: <http://sfpublicworks.org/sites/default/files/87%2CU15.pdf>

#### 2. Street Trees and Welsh Street

- SDAT requires the sponsor to consider the following options for Welsh Street improvements:
  - Option 1: Since the legislated sidewalk width on Welsh Street is 7', there would need to be a 6" building setback to allow for a 4' pedestrian thruway zone and trees (assuming minimum 3' tree wells). Due to the narrow sidewalk width along Welsh and required minimum dimension needed for ADA clearance, street trees cannot be planted along Welsh without this setback. Please consider this request to add to the City's urban forest and for an attractive and green building frontage and streetscape.
  - Option 2: SDAT supports widening the sidewalk to a total of 14', by removing on-street parking along the project's Welsh Street frontage. The project shall ensure a 14' clear width for fire and emergency access along Welsh Street.
  - Note that per Public Works code, bay windows cannot exceed 25% of the public sidewalk width. Without a sidewalk widening, the amount of projection allowed for bay windows over the Welsh Street sidewalk may be limited.

Follow-up for Bryant and Welsh Street improvements	Pre-entitlement/Next SDAT
	<ul style="list-style-type: none"><li>Sponsor to submit written statement to Planning expressing intention to follow-up on this item</li><li>Submit plans that differentiate existing trees from new trees</li><li>Sponsor to work with SFMTA team to develop design for Bryant Street sidewalk and submit revised plans to SDAT showing required sidewalk widening</li></ul>

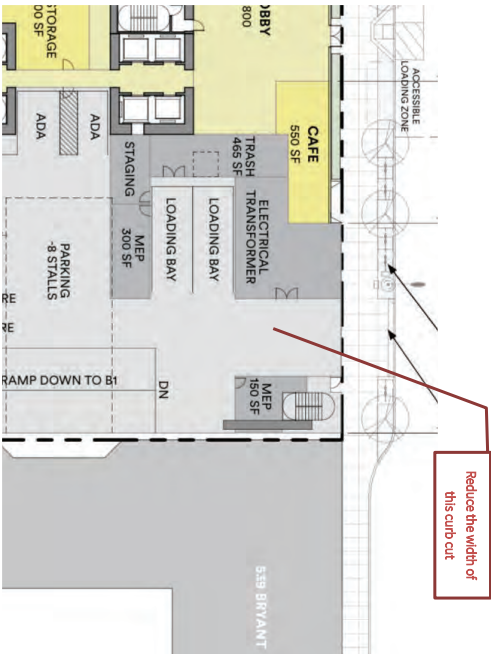
Contacts	Post-entitlement
	<ul style="list-style-type: none"><li>Sponsor to obtain any required permits from Public Works Bureau of Urban Forestry</li><li>Obtain relevant permits from BSM <a href="http://www.sfpublishworks.org/permissions">www.sfpublishworks.org/permissions</a></li><li>Public Works Bureau of Urban Forestry, <a href="mailto:urbanforestry@sfpubworks.org">urbanforestry@sfpubworks.org</a>, (415) 554-6700</li></ul>
	SFMTA: <a href="mailto:Daniel.Sheete@sfmta.com">Daniel.Sheete@sfmta.com</a> and <a href="mailto:Dustin.White@sfmta.com">Dustin.White@sfmta.com</a>



3. Off-Street Freight Loading (Requested)

- Please submit a loading operations plan describing the anticipated volume of delivery trucks, time of day deliveries that are likely to occur and size of vehicles that will serve the project
  - Turn Templates: With your next submission to SDAT, please submit the following turn templates for the garage freight loading. Note that turn templates must be approved by SDAT prior to Planning entitlement.
    - Service vehicles that will access the garage (e.g. AASHTO 2011 SU-30)
4. Driveways & Garage Access
- SDAT does support allowing off-street vehicle access from the Bryant Street curb cut to serve the building but will need to have turn templates to justify the width.
  - Please note that per Planning Code Section 155(i)(3)(L) which regulates new curb cuts on protected street frontages, the project will need to seek an incentive under State Density Bonus to add a curb cut along the project's Bryant Street frontage (the Planning Department does not recognize grandfathering for existing curb cuts).

Follow-up for curb cuts, off-street parking and loading	Pre-entitlement/Next SDAT submittal <ul style="list-style-type: none"><li>• Include revised plans showing reduced curb cut width</li><li>• submit turn templates</li></ul>
Contacts	Coordinate with your assigned Planner



5. On-street Loading (Requested)

- Due to the substantial number of residential units, it is likely the project will generate substantial demand for ride-share and/or taxi services. Residents using these services would benefit from having a dedicated passenger loading zone where they can safely enter/exit vehicles and where vehicles can stop without blocking traffic. Additionally, residents in the building may rely on paratransit services which need an accessible passenger loading zone to drop off and pick up passengers. For these reasons, SDAT continues to request a minimum 100' passenger loading zone (including accessible passenger loading) along the Bryant Street frontage.
- The project sponsor is requesting that the project be reviewed pursuant to the procedures set forth in Planning Code Section 34.3. Central SoMa Housing Sustainability District A TIS is not required, but Planning will coordinate the review of this project with SFMTA.

Follow-up	Pre-entitlement/Next SDAT <ul style="list-style-type: none"><li>• Sponsor to submit written statement to Planning expressing intention to follow-up on this item</li><li>• If SDAT does request Accessible Passenger Loading, sponsor to schedule a meeting with both SFMTA Loading Team &amp; Public Works Accessibility Coordinator to coordinate design of loading zone(s).</li></ul>
Contacts	Post-entitlement (Post-Certificate of Occupancy) <ul style="list-style-type: none"><li>• Sponsor to apply for on-street loading zones from the SFMTA permits from SFMTA</li></ul> <p>Karina Laiet (<a href="mailto:karina.laiet@sfcpw.org">karina.laiet@sfcpw.org</a>) Associate Engineer with the Public Works Disability Access Coordinator Paul Krinha (<a href="mailto:paul.krinha@sfmta.com">paul.krinha@sfmta.com</a>), SFMTA Color Curb Program Manager</p>

6. Transformer

- The submitted plans show a transformer room along the Bryant frontage and indicate that the entry to the transformer room is from the garage driveway, not from the public sidewalk. Please coordinate with SFPUC or PG&E to ensure the proposed transformer room meets relevant standards.

Follow-up	Pre-entitlement/Next SDAT <ul style="list-style-type: none"><li>• submit a written statement that confirms the proposed transformer location and design meets relevant SFPUC or PG&amp;E standards.</li></ul>
Contacts	<ul style="list-style-type: none"><li>• Transformer Location (ROW v. Private Property): Coordinate with your assigned Current Planner on this item</li><li>• Transformer Location Technical Feasibility: Coordinate with electrical power utility (SFPUC or PG&amp;E) and public works BSM.</li></ul>

ADDITIONAL INFORMATION REQUIRED FOR NEXT SDAT REVIEW

- ☒ Existing/proposed curb cuts and curb cuts to be removed
- ☒ Street names
- ☒ Dimensions of existing and proposed sidewalk and curb extensions on plans
- ☒ Dimensions of existing and proposed curb cuts on plans
- ☐ Dimensions of existing and proposed transit stops
- ☒ Site plan with streetscape features (e.g., bulbouts, trees, transit shelters, benches, bike racks)
- ☒ Proposed street tree locations
- ☒ Adjacent ROW widths
- ☒ Locations of existing utility poles and hydrants
- ☒ Turn templates for off-street loading and curb cut on Bryant Street
- ☒ Curb-to-curb section, including dimensions of tree wells and path of travel
- ☒ Proposed transformer vault location

STANDARD SDAT COMMENTS

For your next SDAT submittal, please review the "Standard SDAT Comments" which can be found on the SDAT website (<https://sfplanning.org/project/street-design-advisory-team>), and include a written statement clarifying that this task has been completed and that all plans are consistent with guidelines/standards enumerated in the "Standard SDAT Comments".

SDAT Members:

- SF Public Works:** Chris Buck, Bethane Gairne, Kevin Jensen, Jung Johnson, Karina Lairet, Eric Lam, Debra Lutske, Denny Phan, Suzanne Suskind, John Thomas, Michelle Woo, John Kwong, Jennifer Cooper
- SFMTA:** Paul Krüha, Adrian Leung, Westley Myles, Francesca Napolitan, Ricardo Olea, Felipe Robles, Mike Salaberry, Daniel Sheeter, Norman Wong, Dustin White
- SF Planning:** Ben Caldwell, Kimberly Durand, Nicholas Foster, Ryan Shum, Seung Yen Hong, Jessica Look, Iaria Salvadori, Maia Small
- SFPUC:** Derek Adams, Mira Chokshi, Hieu Doan, Molly Petrick, Joan Ryan, Sam Young
- SFFD:** Chad Law, Gerald Gauer

# Planning Code Review Checklist

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March 10, 2021



**LAND USE:**

Permitted Use	Categorical Use	Planning Code Section & Comment	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	848	CMUO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	249, 78	Central SoMa SUD
Comments:			

**OTHER REQUIRED APPROVALS:**

Required	Planning Code Section	
<input checked="" type="checkbox"/>	206	Affordable Housing Bonus Programs
<input checked="" type="checkbox"/>	311	Neighborhood Notification, Change in Use from One Land Use Category
<input checked="" type="checkbox"/>	314	Residential, Hotel or Motel Uses near Places of Entertainment
<input checked="" type="checkbox"/>	343	Central SoMa Housing Sustainability District
Comments: The project is within 300 feet of a Place of Entertainment, which may be subject to an Entertainment Commission outreach process. Please reach out directly to Maggie Wieland, Executive Director, SF Entertainment Commission, <a href="mailto:maggiewieland@sfgov.org">maggiewieland@sfgov.org</a> .		

**ADDITIONAL PLANNING CODE REQUIREMENTS:**

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	102 Gross Floor Area/ Use Size	For base project, per DB No.6, Sub-grade residential floor area will not be counted as residential floor area in the base density study or bonus project for the purposes of calculating the maximum residential floor area. This interpretation is narrowly applied to the calculation of maximum residential density for the purpose of implementing the State Law and does not apply to the calculation of Gross Floor Area for other purposes, including P&R and Impact Fee assessments. (July 2019)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124 & 278.49(d)(3)	Floor Area Ratio Does not apply in Central SoMa SUD.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132.4	Setback, Street Wall and Tower Separation Along all street- and alley-facing property lines, a 15-foot setback is required for the Mid-Rise Portion for at least 60 percent of the frontage length.
				Along all interior property lines, a 15-foot setback is required for the Mid-Rise Portion for the entire frontage.
				The project seeks a waiver under SDB.

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	135	Open Space
				The project seeks an <b>Incentive</b> under SDB. (this will be considered as an incentive, not a waiver, as the alternative is the in-lieu fee per <a href="#">EC 427</a> ). Please revised the SDB supplemental application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	135.3	Open Space (Non-Residential)
				Please identify a PDR use. Open space requirement varies by the type of PDR uses proposed. None required for Manufacturing and Light Industrial use.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	136	Permitted Obstructions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138	POPOS
				Please provide a diagram showing how the proposed bay window meets the requirement. Not Applicable. In the Central SoMa SUD, it applies to project proposing new construction or addition of 50,000 sqft or more of Non-Residential use.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138.1	Streetscape Plan
				The project will be reviewed by SDAT in the next submittal. Comments to be provided.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	139	Bird Safety
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140 & 249.78(d)(11)	Dwelling Unit Exposure
				The requirements of Section 140 shall apply, except that the required windows of at least one room that meets the 120-square-foot minimum superficial floor area requirement shall face on an open area as follows: (A) For units constructed above 85 feet in height, the required windows shall face directly on an open area that is no less than 15 feet by 15 feet; (B) 10% of units constructed at or below 85 feet may face directly onto an open area that is no less than 15 feet by 15 feet; and (C) Where required windows are built on an open area, pursuant to 140(a)(2), the requirements to increase the horizontal dimension at each subsequent floor do not apply. In this case, a minimum of 25 by 25 courtyard is required to be considered as a code compliant open area for exposure.
				The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141	Rooftop Screening
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142	Parking Screening and Greening
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(1)	Above-grade Parking Setback

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	145.1(c)(2)	Parking and Loading Entrances
				No more than one-third of the width or 20 feet, whichever is less, of any given street frontage of a new or altered structure parallel to and facing a street shall be devoted to parking and loading ingresses or egress. Please provide dimensions for the proposed parking/loading entrance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(3) & 249.78(c)	Required Active Use
				Building lobbies are considered active uses, so long as they do not exceed 40 feet or 25 percent of building frontage, whichever is larger. Please provide the dimension of the lobby on both proposed and alternative plans
				Flex amenity space: please provide additional information on the space. Spaces accessory to residential uses, such as fitness or community rooms, are considered active uses only, if they meet the intent of this section and have access directly to the public sidewalk or street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	145.1(c)(4) & 249.78(d)(10)	Ground Floor Ceiling Height
				For base project without PDR version: Ground floor Non-Residential Uses in CMUD District shall have a minimum floor-to-floor height of 14 feet, as measured from grade.
				For base project with PDR version: PDR space that is subject to the requirements of Section 202.8 or 249.78(c)(5) shall have a minimum floor-to-floor height of 17 feet, as measured from grade.
				Separately, for base project, per DB No. 6, the Base Density study must assume a floor to floor height of 9 feet, except that the ground floor ceiling height must comply with requirements set forth in Planning Code Section 145 and 249.78. Please provide a section demonstrating compliance in the base project. Mezzanine level on the ground floor may be helpful to provide additional square footage needed in the base project.
				The project seeks a waiver under SDB since the height for HSD is capped at 160.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(5)	Street-Facing Ground-Level Spaces
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(6)	Transparency & Fenestration
				PDR active uses greater than 50 feet shall require transparent windows and doors for 30% of the frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(7)	Gates, Railings and Grillework

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	147	Reduction of Shadow on Certain Public Open Space
			149 & 249.78(d)(4)	Living and Solar Roofs and Living Walls
				New Construction: at least fifty percent of the total roof area shall be covered by one or more Living Roofs. Show area for photovoltaic panels. Vertical living walls on building facades are encouraged
				Please demonstrate compliance as this is a Building code requirement and an incentive/concession is not applicable as this is a Building Code requirement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151.1	Off-street Parking
				P up to one car for each four Dwelling Units. Permitted up to 125 parking spaces.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	152.1	Off-street Freight Loading
				2 Off-Street Loading Spaces are required for Residential OFA between 200k – 500k sq. Please show them with dimensions on both proposed and alternative plans.
				1 PDR loading is required for majority of PDR uses. Please show 1 loading with dimensions on proposed plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	154	Parking Dimensions
				Every required off-street freight loading space shall have a minimum length of 35 feet, a minimum width of 12 feet, and a minimum vertical clearance including entry and exit of 14 feet, except as provided in the code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155(f)	Protected Street Frontages (Curb Cuts)
				Curb cuts are not permitted as this portion of Bryant St is considered a Transit Preferential St per PC 155(f)(3).
				The project seeks an incentive/concession under SDB.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	155(g)	Driveway and Loading Operations Plan (DLOP)
				Required for Development projects of over 100k sq ft in Central SoMa SUD. Please work with EP.

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	155.2 Bicycle Parking	<b>Residential:</b> <b>Class 1:</b> One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100. 201 Class 1 spaces are required. <b>Class 2:</b> One per 20 units. 25 Class 2 spaces are required. <b>Industrial:</b> <b>Class 1:</b> One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet. <b>Class 2:</b> Minimum of two spaces.  Please note the number of Class 1 bike parking on proposed and alternative plans. The number of Class 2 parking proposed is not sufficient. Does the project plan to pay the in-lieu fee?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	155.4 Required Showers & Lockers	One shower and six clothes lockers where the Occupied Floor Area exceeds 10,000 square feet but is no greater than 20,000 square feet.  Please clarify that in SDB supplemental requests a waiver for showers/lockers but on proposed plans A-041 states, "PDR INTERIOR SPACE INCLUSIVE OF LOCKERS AND SHOWERS PER 155.4 AND MEP EQUIPMENT REQUIRED BY FUTURE TENANTS".
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163 Transportation Management Program	The property owner shall be required to provide on-site transportation brokerage services for the actual lifetime of the project. Prior to the issuance of a temporary permit of occupancy, the property owner shall execute an agreement with the Planning Department for the provision of on-site transportation brokerage services.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	166 Car Share	2, plus 1 for every 200 dwelling units over 200. 4 car share spaces required. Please note the location of car share spaces on proposed and alternative plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	169 Transportation Demand Management	To be reviewed in the next submittal

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	202.8 249.78(c)(5) PDR and Community Building Space	As of July 1, 2016, the site was zoned SLI, the replacement space shall include 0.75 square foot of PDR, Institutional Community, or Arts Activities use for each square foot of the use proposed for conversion.  Any project that meets the requirements of this subsection 249.78(c)(5) and the PDR replacement requirements of Section 202.8 shall not be subject to the Conditional Use Authorization required by Section 202.8.  202.8 shall be exempt for project that receives affordable housing credits associated with retention of affordable units at the South Beach Marina Apartments, pursuant to Board of Supervisors Resolution No. 197-16.  For base project, if the project is seeking South Beach Marina Credit, no PDR is required in the base project. Thus, the minimum floor-to-floor height shall be no less than 14 feet (as opposed to 17 if PDR is provided) in the no PDR version of the base project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(1) Prevailing Building Height and Density	A project may exceed the Prevailing Building Height and Density Limits up to the maximum height and density otherwise permitted in this Code and the Zoning Map in cases where the project sponsor elects to develop a project subject to Section 434.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(5) Renewable Energy	All new construction projects shall commit, as a condition of approval, to fulfilling all on-site electricity demands through any combination of on-site generation of 100% greenhouse gas-free electricity and purchase of electricity from 100% greenhouse gas-free sources for a period of not less than 25 years from the issuance of entitlement.

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	249.78(d)(6)	Lot Coverage  Lot coverage is limited to 80 percent at all residential levels, except that on levels in which all residential units face onto a public right-of-way, 100 percent lot coverage may occur.  For base project, per <u>DB No.6</u> , projects in Central SOMA (Section 249.78(d)(6)) must calculate base density assuming 80% coverage on all residential levels. The base density study may not assume full lot coverage. (July 2019). Please demonstrate compliance for the base project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	249.78(d)(9)	Wind  The project seeks a waiver under SDB.  Applies to new buildings above 85 feet in Height and additions to existing buildings that result in a building above 85 feet in Height. Please work with EP.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	260	Height  130-CS  The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	260(b)	Exemptions from Height  Mechanical equipment, elevator, stair and mechanical penthouses; the exemption shall be limited to the top 16 feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	261.1 and 270 (h)	Narrow Streets and Alleys  Welsh St is considered an East-West Narrow Street, which is subject to AMR under PC 270(h). 35' of Base Height at 85% AMR.  For projects that are required to provide PDR pursuant to Sections 402.8 and 249.78(c)(5), if such PDR is provided on the ground floor or above, add 3 vertical feet to the Base Height.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	261.32	Special Height Exceptions  The project seeks a waiver under SDB.  [allow additional 25' above the applicable height limit without a CUA if the project meets certain conditions]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	270 (h)	Apparent Mass Reduction  Bryant St (Major St), 85' Base Height at 67% AMR.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	270.1	Horizontal Mass Reductions in Large Lots  The project seeks a waiver under SDB.  Buildings subject to this Section must incorporate one or more mass reduction breaks in the building that reduce the horizontal scale of the building into discrete sections not more than 200 feet in length.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	270.2	Mid-Block Alleys in Large Lots  The project seeks a waiver under SDB.  For new construction on lots with frontage greater than 200 linear feet but less than 300 feet the

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		project shall provide a publicly-accessible mid-block alley for the entire depth of the property.  The alleys provided per subsections (a) and (b) above shall meet the following standards: (4) Have a minimum width of 20 feet, exclusive of those obstructions allowed within setbacks pursuant to Section 136. (6) Have at least 60 percent of the area of the alley or pathway open to the sky. Obstructions permitted within setbacks pursuant to Section 136 may be located within the portion of the alley or pathway that is required to be open to the sky. All portions of the alley or pathway not open to the sky shall have a minimum clearance height from grade of 15 feet at all points.  The project seeks a waiver under SDB.

DEVELOPMENT IMPACT FEES:

Required	Planning Code Section
<input checked="" type="checkbox"/>	411A Transportation Sustainability Fee (TSF)
<input checked="" type="checkbox"/>	415A Child-Care for Residential Projects
<input checked="" type="checkbox"/>	415 Inclusionary Affordable Housing Program
<input checked="" type="checkbox"/>	423 Eastern Neighborhoods Impact Fee and Public Benefits Fund
<input type="checkbox"/>	430 Bicycle Parking In-Lieu Fee
<input checked="" type="checkbox"/>	432 Central SoMa Community Services Facilities Fee and Fund
<input checked="" type="checkbox"/>	433 Central SoMa Infrastructure Impact Fee and Fund
<input checked="" type="checkbox"/>	434 Central SoMa Community Facilities District Program

# Urban Design Guidelines Matrix

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URBAN DESIGN GUIDELINES MATRIX				
Project address	555-585 Bryant St	REVIEW TYPE	DES ROW	
Application number	2021-000947PRJ	Date of Review / Response	3/17/2021	
Quadrant	SE	Date of Drawings	1/20/2021	
Assigned Planner	Xinyu Liang	Comment author	Trent Greenan	
Assigned Design Review staff	Trent Greenan	Meeting Attendees	Xinyu Liang, David Winslow, Allison Alberici, Luiz Barata, Glenn Cabreros	
#	Guideline	Site Design		
S1	Recognize and Respond to Urban Patterns		MEETS GUIDELINE	
S2	Harmonize Relationships between Buildings, Streets, and Open Spaces		MEETS GUIDELINE	
S3	Recognize and Enhance Unique Conditions		NA	
S4	Create, Protect, and Support View Corridors		NA	
S5	Create a Defined and Active Streetwall		MEETS GUIDELINE	
S6	Organize Uses to Complement the Public Environment		Provide Active Ground Floor Use in Flex Amenity Space along Bryant	
S7	Integrate Common Open Space and Landscape with Architecture		Consider introducing some balconies to provide private useable open space	
S8	Respect and Exhibit Natural Systems and Features		NA	
Architecture				
A1	Express a Clear Organizing Architectural Idea		Recommend using the same material expression of townhomes at the 3rd level to provide more solidity at the base on Walsh St.	
A2	Modulate Buildings Vertically and Horizontally		MEETS GUIDELINE	
A3	Harmonize Building Designs with Neighboring Scale and Materials		Provide windows details showing recess	
A4	Design Buildings from Multiple Vantage Points		MEETS GUIDELINE	
A5	Shape the Roofs of Buildings		MEETS GUIDELINE	
A6	Render Building Facades with Texture and Depth		MEETS GUIDELINE	

555-585 Bryant St - UDGm.xlsx

Guidelines Matrix

4/6/2021

URBAN DESIGN GUIDELINES MATRIX				
Project address	555-585 Bryant St	REVIEW TYPE	DES ROW	
Application number	2021-000947PRJ	Date of Review / Response	3/17/2021	
Quadrant	SE	Date of Drawings	1/20/2021	
Assigned Planner	Xinyu Liang	Comment author	Trent Greenan	
Assigned Design Review staff	Trent Greenan	Meeting Attendees	Xinyu Liang, David Winslow, Allison Alberici, Luiz Barata, Glenn Cabreros	
A7	Coordinate Building Elements		MEETS GUIDELINE	
A8	Design Active Building Fronts		MEETS GUIDELINE	
A9	Employ Sustainable Principles and Practices in Building Design		Incorporate Better Roofs Ordinance into design	
Public Realm				
P1	Design Public Open Spaces to Connect with and Complement the Streetscape		NA	
P2	Locate and Design Open Spaces to Maximize Physical Comfort and Visual Access		NA	
P3	Express Neighborhood Character in Open Space Designs		NA	
P4	Support Public Transportation and Bicycling		Consider reducing parking to better support bicycling and transit	
P5	Design Sidewalks to Enhance the Pedestrian Experience		Design review supports the SDAT recommendation on sidewalk widening on Bryant St.	
P6	Program Public Open Spaces to Encourage Social Activity, Play, and Rest		MEETS GUIDELINE	
P7	Integrate Sustainable Practices into the Landscape		MEETS GUIDELINE	

555-585 Bryant St - UDGm.xlsx

Guidelines Matrix

4/6/2021

# Planning Code Review Checklist

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March 14, 2021

LAND USE:

Permitted Use	Conditional Use	Planning Code Section & Comment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	948 CMUO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	249.78 Central Soma SUD

Comments:

OTHER REQUIRED APPROVALS:

Required	Planning Code Section
<input checked="" type="checkbox"/>	206 Affordable Housing Bonus Programs
<input checked="" type="checkbox"/>	311 Neighborhood Notification, Change in Use from One Land Use Category
<input type="checkbox"/>	314 Residential, Hotel or Motel Uses near Places of Entertainment
<input checked="" type="checkbox"/>	343 Central Soma Housing Sustainability District

Comments:

ADDITIONAL PLANNING CODE REQUIREMENTS:

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102 Gross Floor Area/ Use Size	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124 & 278.49(d)(3) Floor Area Ratio	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132.4 Setback, Street Wall and Tower Separation	The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135 Open Space	The project seeks a <b>Waiver</b> under SDB. (this will be considered as a waiver because a total of 40,000 sf of OS is required while the total available roof area is only about 24,705 sf.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135.3 Open Space (Non-Residential)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136 Permitted Obstructions	The project is seeking a waiver for bay windows not conforming with traditional bay windows' size/shape but providing additional residential floor area under 160' height limit.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		If additional wind measures proposed does not meet this code section, the project may seek a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138 POPOS	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	138.1 Streetscape Plan	See SDAT letter, if applicable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139 Bird Safety	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	140 & 249.78(d)(11) Dwelling Unit Exposure	PC 248.78(d)(11): (A) For units constructed above 85 feet in height, the required windows shall face

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141 Rooftop Screening	What's the dimension of the courtyard? If not meeting 20' by 20' requirement, the project may seek a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142 Parking Screening and Greening	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(1) Above-grade Parking Setback	No more than one-third of the width or 20 feet, whichever is less, of any given street frontage of a new or altered structure parallel to and facing a street shall be devoted to parking and loading ingress or egress. Please provide dimensions for the proposed parking/loading entrance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(2) Parking and Loading Entrances	The project seeks an incentive for a 22' wide entrance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(3 & 249.78(c) Required Active Use	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(4) & 249.78(d)(10) Ground Floor Ceiling Height	The project seeks a waiver under SDB since the ground floor ceiling height for HSD is capped at 160'.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(5) Street-Facing Ground-Level Spaces	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(6) Transparency & Fenestration	

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145.1(c)(7)	Gates, Railings and Grillage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147	Reduction of Shadow on Certain Public Open Space
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149 & 249.78(d)(4)	Living and Solar Roofs and Living Walls
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	151.1	Off-street Parking
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152.1 & 153	Off-street Freight Loading
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	154	Parking Dimensions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155(f)	Protected Street Frontages (Curb Cuts)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155(u)	Driveway and Loading Operations Plan (DLOP)

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	155.2	Bicycle Parking
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155.4	Required Showers & Lockers
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163	Transportation Management Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166	Car Share
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	169	Transportation Demand Management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202.8	PDR and Community Building Space
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(1)	Prevailing Building Height and Density
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(5)	Renewable Energy
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(6)	Lot Coverage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	249.78(d)(9)	Wind
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	260	Height

Complies	Does Not Comply	Needs Info	Planning Code Section	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	260(b) Exemptions from Height	Mechanical equipment, elevator, stair and mechanical penthouses; the exemption shall be limited to the top 16 feet
				Mechanical equipment + stair and elevator penthouses are limited to 20%-30% of roof area pursuant to 260(b).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	261.1 Narrow Streets and Alleys	The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	270 (b) Apparent Mass Reduction	The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	270.1 Horizontal Mass Reductions in Large Lots	The project seeks a waiver under SDB.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	270.2 Mid-Block Alleys in Large Lots	The project seeks a waiver under SDB.

DEVELOPMENT IMPACT FEES:

Required	Planning Code Section
<input checked="" type="checkbox"/>	411A Transportation Sustainability Fee (TSF)
<input checked="" type="checkbox"/>	414A Child Care for Residential Projects
<input checked="" type="checkbox"/>	415 Inclusionary/Affordable Housing Program
<input checked="" type="checkbox"/>	423 Eastern Neighborhoods Impact Fee and Public Benefits Fund
<input type="checkbox"/>	430 Bicycle Parking In-Lieu Fee
<input checked="" type="checkbox"/>	432 Central Soma Community Services Facilities Fee and Fund
<input checked="" type="checkbox"/>	433 Central Soma Infrastructure Impact Fee and Fund
<input checked="" type="checkbox"/>	434 Central Soma Community Facilities District Program



# SDAT Review Letter 2

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May 24, 2021





San Francisco  
Planning

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## SDAT REVIEW LETTER

Date: 5/24/2021

Project Address: 555-585 Bryant St  
Planning Record Number: 2021-000947PRJ  
Assigned Planners: Xinyu Liang (Current Planning), Elizabeth White (Environmental Planning), Trent Greenan (Design Review), Jessica Look/Seung Yen Hong (SDAT)

The Street Design Advisory Team (SDAT) provides design review and guidance to projects working within the City's public right-of-way. SDAT is composed of representatives from the San Francisco Planning Department (SF Planning), the San Francisco Fire Department (Fire), San Francisco Public Works (Public Works), the San Francisco Municipal Transportation Agency (SFMTA), and the San Francisco Public Utilities Commission (SFPUC).

### SDAT REVIEW HISTORY:

1st Review	2nd Review	3rd Review
11/30/20	3/22/2021	May 10, 2021

Below are the SDAT comments from the 3rd SDAT review.

### CONDITIONS REQUIRING STREET DESIGN REVIEW:

- ☒ Planning Code 138.1 (required streetscape improvements per the [Better Streets Plan](#))
- ☐ Vision Zero
- ☐ Other:

### SDAT COMMENTS

#### 1. Bryant Sidewalk widening (required per Planning Code Sec. 138.1)

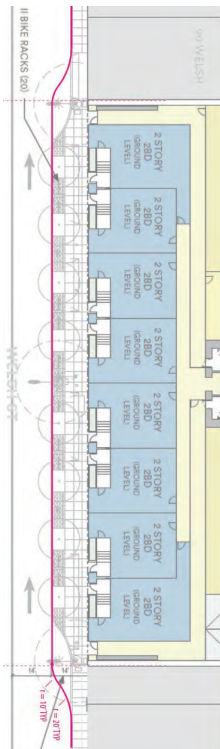
- The sponsor indicated that the project would widen the sidewalk along Bryant Street from 4th Street to Zoe, and that the sponsor would like to seek an in-kind agreement for the sidewalk improvements beyond the project property line.
- While the sponsor is seeking an in-kind agreement, SDAT recommends working with SFMTA to create an interim street improvement plan because the in-kind agreement may not be approved. Contact Daniel.Sheetet@sfmta.com and Dustin.White@sfmta.com to develop design.

### SDAT COMMENTS

Record No. 2021-000947PRJ  
555-585 Bryant St

#### 2. Welsh Sidewalk widening (required per Planning Code Sec. 138.1)

- The sponsor confirmed that the project would widen the Welsh Street sidewalk to 14'.
- Note that the sidewalk widening shall extend the entire project frontage, meaning the curb return shall start at the project property line, as shown in the image below. The existing curb cut at 90 Welsh shall be vacated as it is an inactive driveway. The sponsor shall work with the 90 Welsh property owner to restore a standard curb.



### Follow-up for Bulbouts and Sidewalk widening

- Pre-entitlement/Next SDAT
  - Sponsor to submit revised plans to SDAT showing required sidewalk widening
  - Bulbouts and Sidewalk widening shall conform to SF Public Works' Standard Plan for Curb Bulbs. See: <http://sfpublicworks.org/sites/default/files/67%2C175.pdf>
- Pre- or Post-entitlement
  - Obtain relevant permits from BSM: [www.sfpublicworks.org/services/permits](http://www.sfpublicworks.org/services/permits)

#### 3. Utility Undergrounding

- Per San Francisco Subdivision Regulation, it is likely that the project is required to bury existing power lines underground along both Bryant and Welsh Street frontages.
- Be advised that the existing power lines along the Bryant Street frontage require a radial clearance of at least 10 feet, meaning new building facades cannot be within the 10' radial clearance of the existing power lines.

#### 4. Off-Street Freight Loading

- SDAT reviewed submitted turn templates and confirmed the proposed curb cut width is appropriate.
- SDAT requires the project hire a flagger to guide trucks backing into the loading bays (Required as part of the DLOP).
- SDAT is concerned about internal circulation within the garage. In particular, trucks may take a while to get in and out of the loading bays due to limited space inside the garage, and such delay may slow the flow of traffic entering/exiting the garage.



Follow-up for curb cuts, off-street parking and loading	Pre-entitlement/Next SDAT submittal <ul style="list-style-type: none"><li>A written statement confirming a flagger will be hired.</li></ul>
Contacts	Coordinate with your assigned Planner

5. On-street Loading

- SDAT supports the proposed conceptual design for on-street loading zones, but the loading zone design requires more detailed review. The sponsor shall set up a joint meeting with Paul Krinha (paul.krinha@sfmta.com), SFMTA Color Curb Program Manager, and Karina Laiwet (karina.laiwet@sfpdwork.org), Associate Engineer with the Public Works Disability Access Coordinator, to discuss the project's loading needs and corresponding accessibility requirements.

Follow-up	Pre-entitlement/Next SDAT <ul style="list-style-type: none"><li>sponsor to schedule a meeting with both SFMTA Loading Team &amp; Public Works Accessibility Coordinator to coordinate design of loading zone(s).</li></ul>
Contacts	Post-entitlement (Post-Certificate of Occupancy) <ul style="list-style-type: none"><li>Sponsor to apply for on-street loading zones from the SFMTA permits from SFMTA <a href="https://www.sfmta.com/online-color-curb-application">https://www.sfmta.com/online-color-curb-application</a></li></ul> Karina Laiwet (karina.laiwet@sfpdwork.org), Associate Engineer with the Public Works Disability Access Coordinator Paul Krinha (paul.krinha@sfmta.com), SFMTA Color Curb Program Manager

6. Transformer

- The sponsor shall submit a written statement that confirms the proposed transformer location and design meets relevant SFPUC or PG&E standards.

Follow-up	Pre-entitlement/Next SDAT <ul style="list-style-type: none"><li>Coordinate with SFPUC or PG&amp;E to ensure proposed transformer location meets relevant standards.</li></ul>
Contacts	<ul style="list-style-type: none"><li>Transformer Location (ROW v. Private Property): Coordinate with your assigned Current Planner on this item</li><li>Transformer Location Technical Feasibility: Coordinate with electrical power utility (SFPUC or PG&amp;E) and Publicworks BSM.</li></ul>

ADDITIONAL INFORMATION REQUIRED FOR NEXT SDAT REVIEW

- ☒ Existing/proposed curb cuts and curb cuts to be removed
- ☒ Street names
- ☒ Dimensions of existing and proposed sidewalk and curb extensions on plans
- ☒ Dimensions of existing and proposed curb cuts on plans
- ☒ Dimensions of existing and proposed transit stops
- ☒ Site plan with streetscape features (e.g., bulbouts, trees, transit shelters, benches, bike racks)
- ☒ Proposed street tree locations
- ☐ Adjacent ROW widths
- ☒ Locations of existing utility poles and hydrants
- ☐ Turn templates for \_\_\_\_\_
- ☐ Curb-to-curb section, including dimensions of tree wells and path of travel
- ☒ Proposed transformer room confirmation from SFPUC or PG&E
- ☒ A written statement clarifying that the Standard SDAT Comments document has been reviewed.

STANDARD SDAT COMMENTS

For your next SDAT submittal, please review the "Standard SDAT Comments" which can be found on the SDAT website (<https://sfplanning.org/project/street-design-advisory-team>), and include a written statement clarifying that this task has been completed and that all plans are consistent with guidelines/standards enumerated in the "Standard SDAT Comments".

SDAT Members:

**SF Public Works:** Chris Buck, Bernane Gaime, Kevin Jensen, Jung Johnson, Karina Laiwet, Eric Lam, Debra Luskie, Danny Phan, Suzanne Suskind, John Thomas, Michelle Woo, John Kwong, Jennifer Cooper  
**SFMTA:** Paul Krinha, Adrian Leung, Wesley Myles, Francesca Napolitan, Ricardo Olea, Felipe Hobbes, Mike Sallaberry, Daniel Sheeter, Norman Wong, Dustin White  
**SF Planning:** Ben Caldwell, Maria De Alva, Kimberly Durandet, Nicholas Foster, Ryan Shum, Seung Yen Hong, Jessica Look, Iliana Salvadori, Maia Small  
**SFPUC:** Derek Adams, Mira Chokshi, Hieu Doan, Molly Petrick, Joan Ryan, Sam Young  
**SFPD:** Chad Law, Gerald Gauer

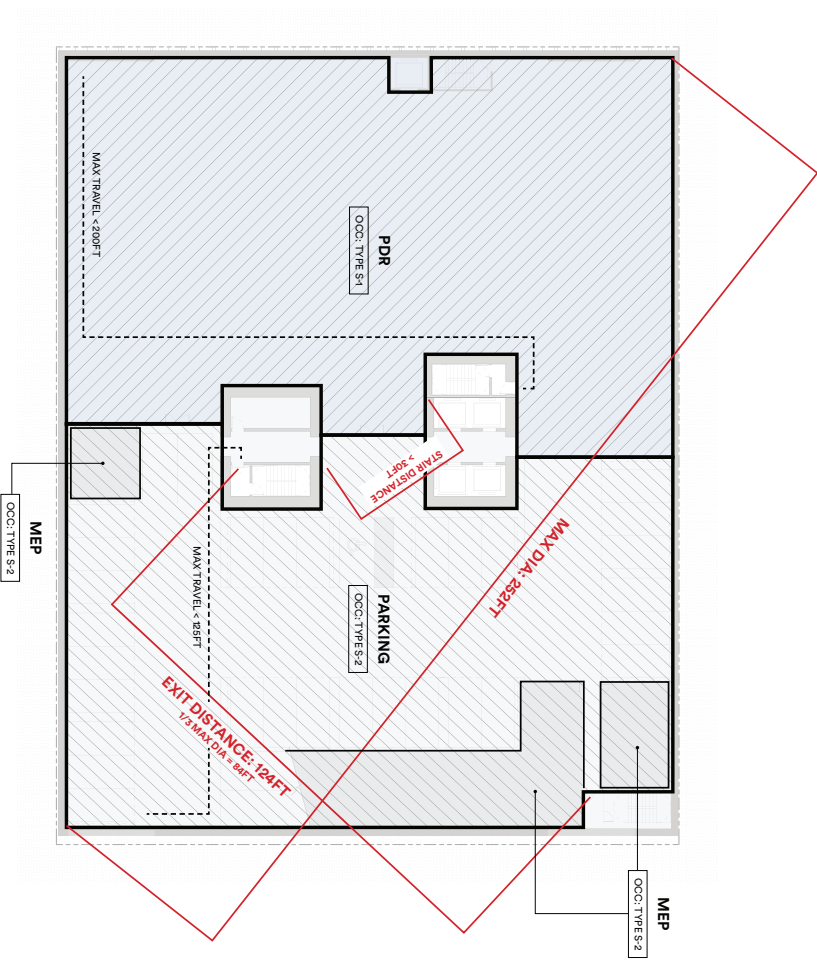
SDAT REVIEW LETTER 2 PAGE 3-4

Housing Sustainability District Application Drawings  
555-585 Bryant Street  
San Francisco, CA 94107

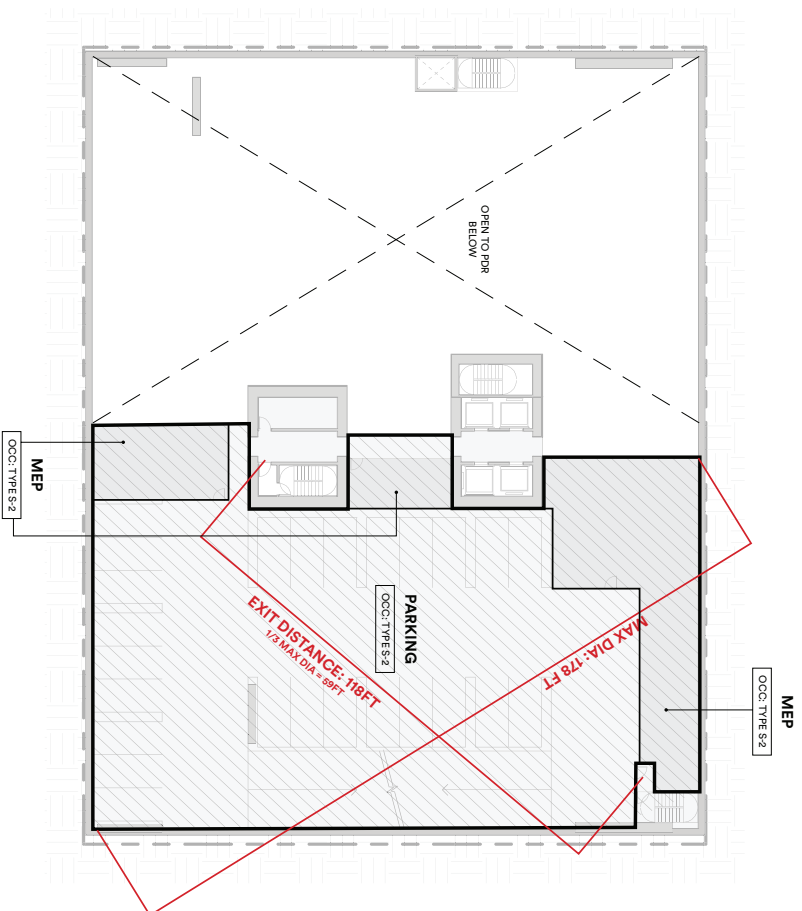
05-27-2021

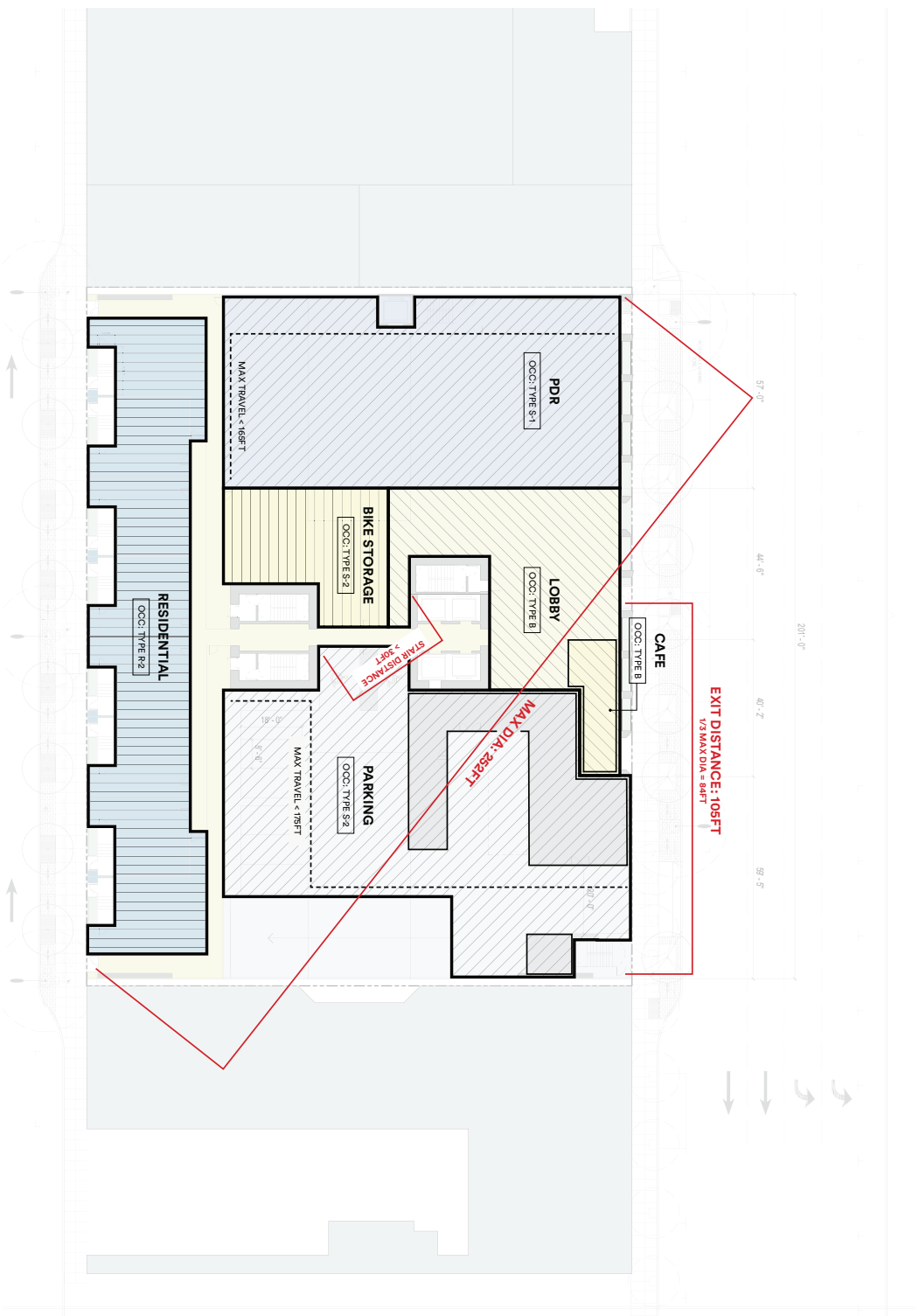
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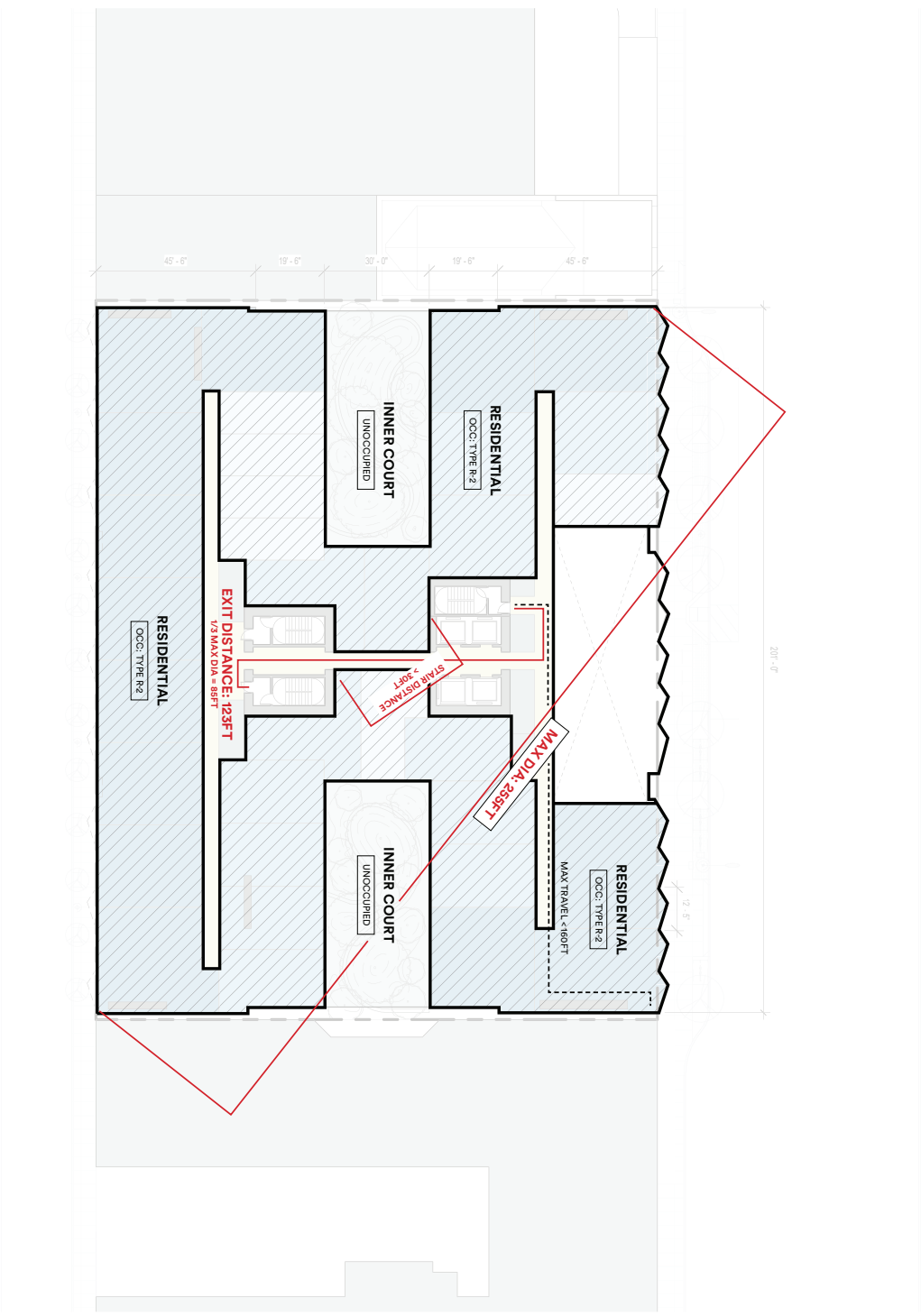
## Egress Plans

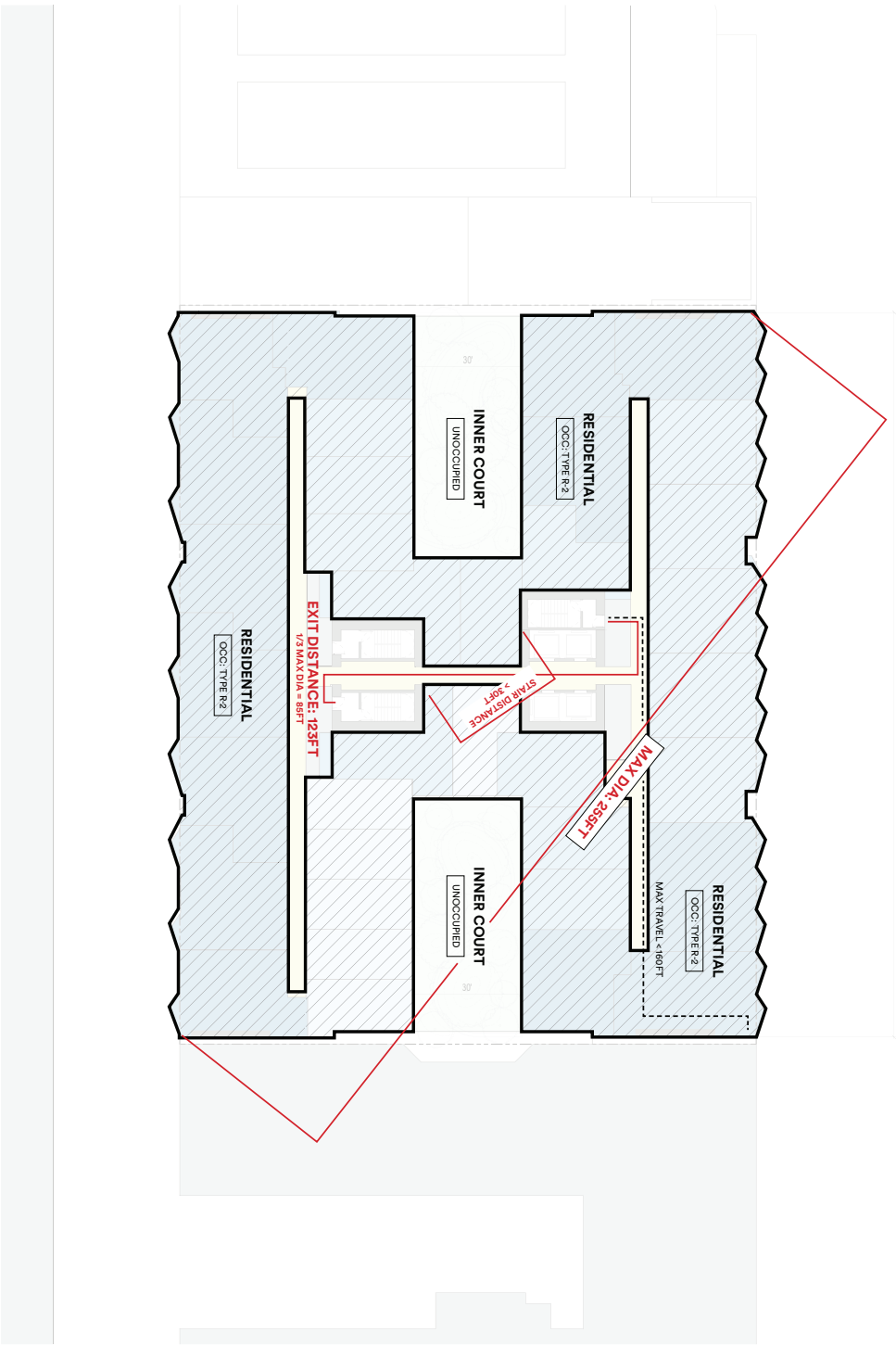


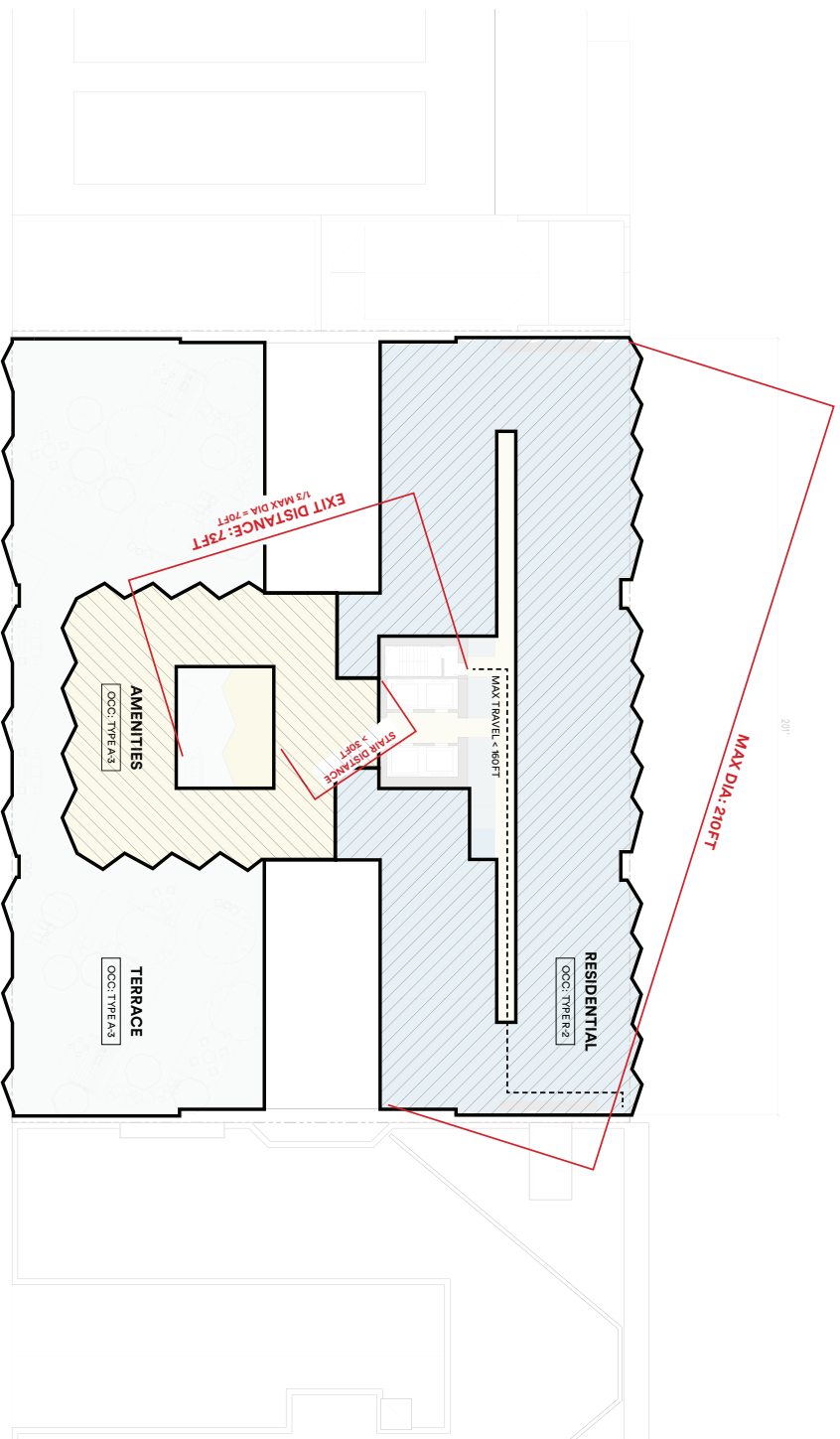




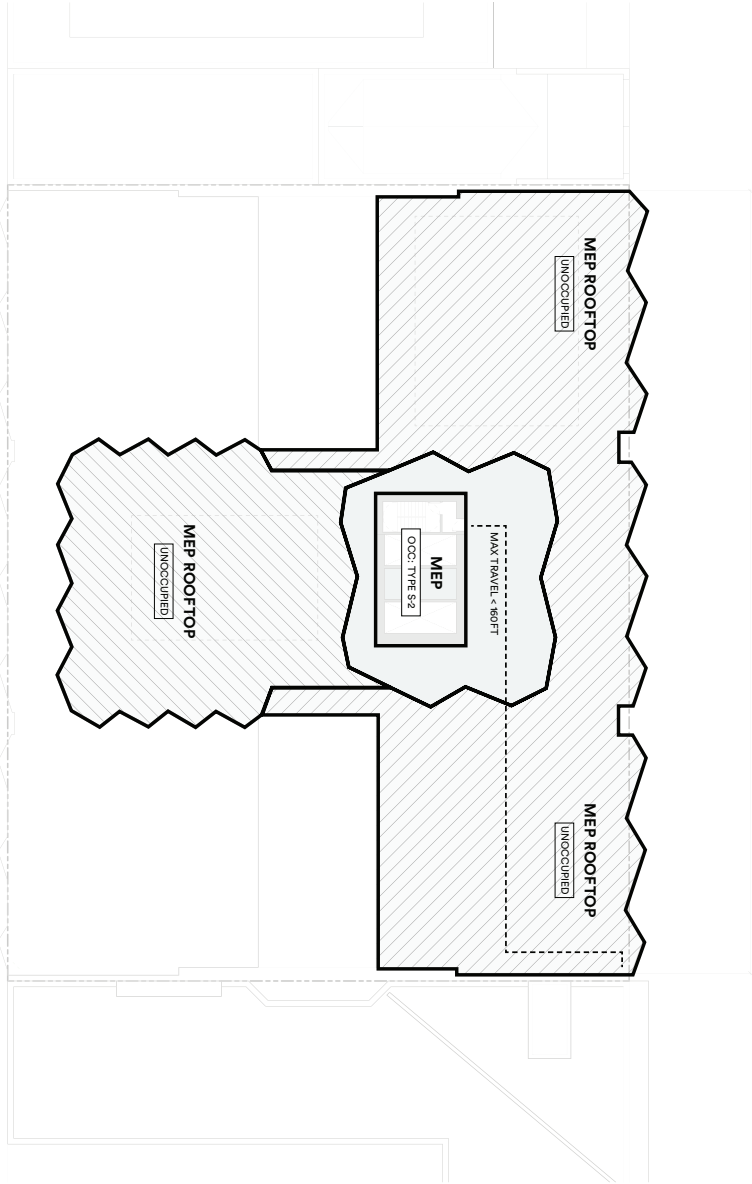












20'

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



April 28, 2021

Rich Hills, Director  
Planning Department  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103

**RE: City and County of San Francisco Housing Sustainability District Ordinance**

Dear Rich Hills:

Thank you for submitting the City and County of San Francisco's (San Francisco) proposed ordinance establishing a housing sustainability district in Central South of Market (HSD- Central SOMA). This letter serves as the final determination by the California Department of Housing and Community Development (HCD) required pursuant to Government Code section 66202.

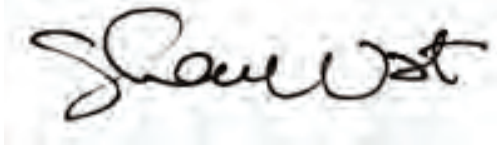
HCD has determined that the proposed HSD- Central SOMA ordinance addresses the requirements of housing sustainability districts, pursuant to Government Code sections 66200 through 66210. Please note that HCD has not conducted a full review of any design review standards for consistency with Government Code section 66207. In addition, please be aware that the Legislature has not appropriated funds for a zoning incentive payment, and as a result, San Francisco is not entitled to a zoning incentive payment pursuant to Government Code section 66202, subdivision (a)(2), or section 66204, subdivision (b), at this time. In the event the Legislature appropriates funds for zoning incentive payments, San Francisco should submit an application for a zoning incentive payment, including all of the information required by Government Code sections 66202, subdivisions (a) and (b), and 66204, subdivision (b).

HCD commends San Francisco for its leadership in advancing the state's housing goals. A housing and sustainability district is an important tool to increase housing supply and affordability while conserving existing housing stock affordable to lower-income households by streamlining and incentivizing housing production. HCD applauds San Francisco's long-standing commitment in promoting the development, conservation, and preservation of affordable housing.

Rich Hills, Director  
Page 2

If HCD can provide any additional assistance, or if your staff have any questions, please contact Hillary Prasad, Housing Policy Specialist, at [Hillary.Prasad@hcd.ca.gov](mailto:Hillary.Prasad@hcd.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West", is centered below the word "Sincerely,".

Shannan West  
Land Use & Planning Unit Chief

cc: Kate Connor, Principal Planner (via email)

Doc # **2022089644**

Free Recording Requested Pursuant to  
Government Code Section 27383

When recorded, mail to:

San Francisco Planning Department  
1650 Mission Street, Room 400  
San Francisco, CA 94103  
Attn: Rich Hillis, Director

**City and County of San Francisco**  
**Joaquin Torres, Assessor – Recorder**

9/26/2022	12:04:38 PM	Fees	\$0.00
Pages 46	Title 013 ES	Taxes	\$0.00
Customer 001		Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

**ASSESSOR'S BLOCK: 3776; LOTS: 34, 38, 39, 40, 42, 43, 44**

**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS FOR STATE DENSITY BONUS PROGRAM AND  
AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO AND BRYANT PROPERTY, LLC, a  
Delaware limited liability company, RELATIVE TO THE  
DEVELOPMENT KNOWN AS 555-585 BRYANT STREET**

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR STATE DENSITY BONUS PROGRAM AND AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS (this “**Agreement**”) dated for reference purposes only as of this 9<sup>th</sup> day of August, 2022, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State of California (the “**City**”), acting by and through its Planning Department, and BRYANT PROPERTY, LLC, a Delaware limited liability company (“**Owner**”), with respect to the project approved at 555-585 BRYANT STREET (the “**Project**”). The City and the Owner are also sometimes referred to individually as a “**Party**” and together as the “**Parties**.” Capitalized terms not otherwise defined shall have the meanings ascribed such terms in Section 1 of this Agreement.

**RECITALS**

This Agreement is made with reference to the following facts:

A. Pursuant to the City’s Affordable Housing and Educator Housing Programs (Section 206 *et. seq.* of the Planning Code of the City and County of San Francisco Municipal Code), the City is authorized to enter into this Agreement.

B. The Affordable Housing and Educator Housing Programs sets forth the Individually Requested State Density Bonus Program (Planning Code section 206.6, or the “**IRSDB Program**”) which provides benefits to project sponsors of housing projects that set aside residential units on site at below market rate rent or sales in accordance with California Government Code section 65915 *et seq.* (“**State Density Bonus Law**”)

C. State Density Bonus Law directs public agencies to grant additional density concessions and incentives, and waivers to private developers who agree to set aside certain

amounts of residential units on site for the production of housing for lower, very-low, or moderate income households.

D. The Inclusionary Affordable Housing Program, San Francisco Planning Code Section 415 *et seq.* (the “**Inclusionary Program**”) provides that developers of any housing project consisting of ten or more units must pay an Affordable Housing Fee, as defined therein. The Inclusionary Program provides that developers may be eligible to meet the requirements of the program through the alternative means, including entering into an agreement with the City and County of San Francisco pursuant to Chapter 4.3 of the California Government Code for a density bonus, waivers and/or concessions and incentives, pursuant to which the developer provides affordable on-site units instead of paying the Affordable Housing Fee to satisfy the requirements of the Inclusionary Program.

E. The Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50 *et seq.*, hereafter the “**Costa-Hawkins Act**”) imposes limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public entity in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (Section 1954.52(b)). The City has enacted as part of the Inclusionary Program, Planning Code Section 415 *et seq.* (“Inclusionary Program”), and the Affordable Housing and Educator Housing Programs, procedures and requirements for entering into an agreement with a developer to memorialize the density bonus, waivers, concessions and incentives granted by the City and thereby confirm the nonapplicability of the Costa-Hawkins Act limitations to the inclusionary units in a project.

F. The property that is the subject of this Agreement consists of the real property in the City and County of San Francisco, California, at Assessor’s Block 3776, Lot(s) 34, 38, 39, 40, 42, 43, 44 more particularly described in Exhibit A attached hereto (the “**Property**”). The Property is owned in fee by the Owner.

G. In order to ensure that the Project (as defined below) will be acquired, constructed, equipped, used and operated in accordance with the IRSDB Program and Inclusionary Program, the City and the Owner have determined to enter into this Agreement in order to set forth certain terms and conditions relating to the number of Restricted Units and the number of Inclusionary Units (as such terms are defined below), their size, location, terms and conditions of affordability, and production schedule all as set forth in this Agreement.

H. The Owner proposes the construction of 501 residential units in a single 16-story building with two levels of subgrade parking (collectively, the “**Project**”). The Owner has elected to offer all of the units built as part of the Project as rental units and to provide inclusionary affordable housing units on-site. The Owner is seeking a density bonus pursuant to California Government Code § 65915, and is entitled to a **42.5%** density bonus over the base project’s 359 Units (the “**Base Project**”), or 142 bonus units, because it is agreeing to dedicate **13%** of the Base Project’s units or 47 units) to qualifying very low income households (the “**Restricted Units**”).



The Base Project is equal to 304,707 gross residential square feet and the Project including density bonus is comprised of 425,381 gross residential square feet.

I. In December 2018, Ordinance No. 281-18 was adopted, amending the Business and Regulations and Planning Codes to create the Central South of Market Housing Sustainability District (HSD) under Planning Code Section 343. The HSD designates the Planning Department as the approving authority for Project eligible for the HSD and designates a ministerial approval process, whereby the Project is approved without discretion if it compiles with the requirements of Section 343, all other requirements of the Planning Code, and all applicable mitigation measures of the Central SoMa EIR. On June 17, 2021 an informational hearing, was held by the Planning Commission. Subsequently, a Notice of Approval of a Housing Sustainability District Project for the Project under Planning Code Section 343 was signed by Planning Director, Rich Hillis, on June 30, 2021. In order to achieve the 42.5% density bonus, the Planning Commission waived the following physical development controls of the Planning Code: Waivers from the Setback and Street Wall (Planning Code Section (Sec. 132.4), Permitted Obstruction for Bay Window (Sec. 136), Ground Floor Ceiling Height (Sec. 145.1 and 249.78), Residential Open Space (Sec. 135), Lot Coverage (Sec. 249.78), Wind (Sec. 249.78), Height Limit (Sec. 260), Narrow Street and Alley (Sec. 261.1), Apparent Mass Reduction (Sec. 270), Horizontal Mass Reduction (Sec. 270.1), and Mid-block Alley (Sec. 270.2) controls of the Planning Code. The Project received the following Incentives / Concessions from the Central SoMa SUD Living Roof Standards (Sec. 149 and 247.78) and Curb Cut on Transit Preferential Street (Sec. 155) requirements of the Planning Code.

J. The Owner agrees to provide no fewer than 74 dwelling units (inclusive of the Restricted Units) in the Base Project as on-site inclusionary units (the “**Inclusionary Units**”) and the remainder will be market rate units (the “**Market Rate Units**”). Accordingly, if the Base Project includes 359 dwelling units and the Project includes 501 dwelling units, 74 would be Inclusionary Units and 427 would be Market Rate Units. The provision of 74 Inclusionary Units on-site satisfies 60% of the Owner’s obligations under the Inclusionary Program, and the Owner has elected to apply South Beach Project Credits pursuant to the “Agreement Preserving Affordable Housing Units at South Beach Marina Apartments,” dated as of June 20, 2016 between the City and County of San Francisco and South Beach Marina Apartments, Inc., authorized by the Board of Supervisors of the City and County of San Francisco on May 17, 2016 as set forth in Resolution No. 197-16, to satisfy the remaining 40 % of the obligations under the Inclusionary Program. The Affordable Housing Fee is defined in Planning Code 415.5.

K. This Agreement is not intended to impose restrictions on the Market Rate Units or any portions of the Project other than (in accordance with the Inclusionary Program (defined below)) the Restricted Units. The Parties acknowledge that this Agreement is entered into in consideration of the respective burdens and benefits of the Parties contained in this Agreement and in reliance on their agreements, representations and warranties.

L. The Owner has elected to: (1) enter into this Agreement to provide the Inclusionary Units on-site in lieu of payment of the Affordable Housing Fee in satisfaction of its obligation under the Inclusionary Program; (2) seek a density bonus under the Individually Requested State Density Bonus Program; and (3) to provide for an exception to the rent restrictions of the Costa-Hawkins Act for the Inclusionary Units only.

M. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with the California Environmental Quality Act (Public Resources Code Section 21000 et seq., “CEQA”), Chapter 4.3 of the California Government Code, the Costa-Hawkins Act, the San Francisco Planning Code, and all other applicable laws and regulations.

N. Pursuant to California Public Resources Code 21155.11, California Government Code Section 66200 and San Francisco Planning Code Section 343, the City Board of Supervisors upheld the certification of the Environmental Impact Report for the Central SoMa Area Plan on November 13, 2018, and the Project has adopted all applicable mitigation measures from the EIR.

O. This Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable area or specific plan, and the Priority Policies enumerated in Planning Code Section 101.1.

## **AGREEMENT**

The Parties acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

### **1. GENERAL PROVISIONS**

1.1 Incorporation of Recitals and Exhibits; Definitions and Interpretation. The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

Capitalized terms used herein have the meanings assigned to them in Planning Code Section 206.1 and this Section 1, unless the context in which they are used clearly requires otherwise. All references to the Planning Code shall be to the Planning Code of the City and County of San Francisco.

“**Area Median Income**” or “AMI” is the unadjusted median income level as published by MOHCD using data from the Department of Housing and Urban Development (“HUD”) on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost.

“**Authorized Owner Representative**” means any person who at the time and from time to time may be designated as such, by written certificate furnished to the City containing the specimen signature of such person and signed on behalf of the Owner by its Manager, which certificate may designate an alternate or alternates.

“**Household**” means any person or persons who reside or intend to reside in the same housing unit.

“**Housing Act**” means 42 U.S.C. §1437, known as the United States Housing Act of 1937, as amended.

**“Inclusionary Units”** is defined in Recital J of this Agreement.

**“Life of the Project”** means the time during which the Project, authorized by the Planning Department or Commission, or any modification said Project, remains in existence in or upon the Property and thereby confers benefit upon the subject property, including the time during which the Project is rebuilt on the Property within seven (7) years from the date all or a portion of the Project was demolished or destroyed.

**“Low Income”** means annual income of a household that does not exceed 65% of Median Income of the Area as determined by MOHCD on an annual basis. Rental Units for low-income households shall have an affordable rent set at 55% of Area Median Income.

**“Maximum Monthly Rent”** means the maximum rent that a housing developer may charge any tenant occupying an affordable unit on a monthly basis within the 12 months of the lease term. Published by MOHCD, Maximum Monthly Rent is determined by taking the maximum AMI for applicable unit in the year in the year of initial occupancy or upon subsequent re-rental, and assumes that Household sizes are one person larger than the number of bedrooms in the Unit and that Households pay no more than 30% of their Annual Gross Income on rent, and dividing by 12 for each month of the lease term. A utility allowance reduction is applied, if applicable. The monthly rent charged for all the rental Restricted Units and Inclusionary Units shall not exceed the lower of: (i) one-twelfth of the amount obtained by multiplying 30% times Very Low Income, or (ii) one-twelfth of the amount obtained by multiplying 30% times Low Income.

**“Middle Income”** means annual income of a household earning from 90% to 130% of Median Income of the Area as determined by MOHCD on an annual basis. Rental Units for Middle Income households shall have an affordable rent set at 110% of Area Median Income. For any affordable units with rental rates set at 110% of Area Median Income, the units shall have a minimum occupancy of two persons.

**“Moderate Income”** means annual income of a household earning from 65% to 90% of Median Income of the Area as determined by MOHCD on an annual basis. Rental Units for Moderate Income households shall have an affordable rent set at 80% of Area Median Income.

**“MOHCD”** means the Mayor’s Office of Housing and Community Development and any successor agency of the City and County of San Francisco.

**“Permitted Encumbrance”** means any construction loan used to finance construction of the Project or any portion thereof, but shall not include any loan issued subsequent to the issuance of the first certificate of occupancy for the Project.

**“Procedures Manual”** means the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring Procedures Manual issued by the San Francisco Department of City Planning, as amended from time-to-time

**“Program Administrator”** is defined in Section 5.3 of this Agreement.

“**Project**” is defined in Recital H.

“**Property**” is defined in Recital F.

“**Restricted Unit**” means a dwelling unit within a Project which will be Affordable to Very Low, Lower or Moderate Income Households, as defined in Planning Code Section 206.2 for the Life of the Project. Restricted Units shall meet all of the requirements under State Density Bonus Law. All Restricted Units shall also comply with the requirements of Planning Code Section 415 and the Procedures Manual unless otherwise provided for in this Agreement.

“**Section 8**” means Section 8 of the Housing Act and Section 3009a of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 122 Stat 2654) or, if said Section 8 is terminated, as prescribed pursuant to said Section 8 immediately prior to its termination or as otherwise required under Planning Code section 415 and the Procedures Manual, including adjustments for household size and high housing cost area.

“**State Density Bonus Law**” means California Government Code section 65915 *et seq.*, as amended from time to time.

“**Very Low Income Tenant(s)**” means annual income of a household that does not exceed 50% of area median income as defined in California Health and Safety Code section 50105. If the State law definitions of this terms change, the definitions of Very Low Income Tenant shall mirror the State law changes.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender used in this Agreement shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

## **2. CITY’S DENSITY BONUS, CONCESSIONS AND INCENTIVES, AND WAIVERS FOR THE INCLUSIONARY UNITS.**

2.1. Eligibility. The Owner hereby acknowledges and agrees that the Project will be owned, managed and operated in accordance with the IRSDB Program. To that end, and for the term of this Agreement, the Owner hereby represents, as of the date hereof, and covenants, warrants and agrees as follows:

2.1.1 The Project contains five or more residential units, as defined in Planning Code Section 102;

2.1.2 The Owner is not seeking and receiving a density or development bonus under Planning Code Section 207; the HOME-SF Program, Planning Code Section 206.3; the 100 Percent Affordable Housing Bonus Program, Planning Code Section 206.4; Planning Code Section 304, or any other local or state bonus program that provides development bonuses other than Planning Code Section 206.6 and the State Density Bonus Law, Government Code section 65915;

2.1.3 The Project provides Restricted Units, including but not limited to Inclusionary Units, at minimum levels as set forth in Planning Code Table 206.6A;

2.1.4 The Project provides replacement units for any units demolished or removed that are subject to the San Francisco Rent Stabilization and Arbitration Ordinance, San Francisco Administrative Code Section 37, or are units qualifying for replacement as units being occupied by households of low or very low income, consistent with the requirements of Government Code section 65915(c)(3); and,

2.1.5 The Project is not in a zoning district for RH-1 or RH-2 unless the Planning Code permits the development of a project of five units or more on a site or sites.

## 2.2. Development Bonus.

It is hereby acknowledged and agreed by the Parties that any restrictions imposed on the operation of the Project herein and which are in addition to those imposed pursuant to the Inclusionary Program are at the request of the Owner for the purpose of the IRSDB Program, and that the Owner has voluntarily agreed to such additional restrictions in order to qualify under the IRSDB Program.

The Owner has received the following waivers and concessions pursuant to Planning Code Section 206.6:

Waivers from the Setback and Street Wall (Planning Code Section (Sec. 132.4), Permitted Obstruction for Bay Window (Sec. 136), Ground Floor Ceiling Height (Sec. 145.1 and 249.78), Residential Open Space (Sec. 135), Lot Coverage (Sec. 249.78), Wind (Sec. 249.78), Height Limit (Sec. 260), Narrow Street and Alley (Sec. 261.1), Apparent Mass Reduction (Sec. 270), Horizontal Mass Reduction (Sec. 270.1), and Mid-block Alley (Sec. 270.2) controls of the Planning Code. The Project received the following Incentives / Concessions from the Central SoMa SUD including Living Roof Standards (Sec. 149 and 247.78) and Curb Cut on Transit Preferential Street (Sec. 155) requirements of the Planning Code.

2.2.1 **Setback and Street Wall Waiver.** Planning Code Section 132.4 requires that Mid-Rise Buildings must provide a 15-foot setback for 60% of the street- and alley-facing property lines and all interior property lines at a height of 85 feet and above. The Project provides no setback along property lines and requires a waiver.

2.2.2 **Permitted Obstruction for Bay Window Waiver.** Per Planning Code Section 136, bay windows may encroach beyond a street- or alley-facing property line so long as



the bay window meets the certain size and pattern limitations. The Project proposes a bay window design that does not comply with the glazing on two sides and horizontal dimension requirements and therefore requires a waiver.

**2.2.3 Ground Floor Ceiling Height Waiver.** Per Planning Code Section 145.1, the minimum height limit for ground floors in the CMOU zoning district is 17 feet with ground floor PDR use or 14 feet without PDR use. The Project proposes a ground floor height of 13.33 feet and therefore requests a waiver.

**2.2.4 Residential Open Space Waiver.** Per Planning Code Section 135, the minimum residential open space requirement is 80 square feet per dwelling unit. The Project proposes 500 dwelling units and therefore 40,000 square feet of residential open space is required. The Project will provide approximately 8,235 square feet of code-compliant open space on the roof and therefore requires a waiver.

**2.2.5 Lot Coverage Waiver.** Per Planning Code Section 249.78(d)(6), the Central SoMa SUD sets a lot coverage limit of 80% unless all dwelling units face onto a public street. The proposed project does not comply and exceeds the maximum by providing 86 % lot coverage; thus, a waiver for lot coverage is required to accommodate the residential habitable floor area.

**2.2.6 Wind Comfort Waiver.** Per Planning Code Section 249.78(d)(9), the Central SoMa SUD establishes that a project may not result in wind speeds that exceed the Comfort Level nor causes a Substantial Increase in wind speeds at any location. The proposed project causes a Substantial Increase in wind speeds at two locations. The Project has incorporated landscaping into its design that will eliminate both Substantial Increase locations. Also, the Central SoMa SUD establishes that a project may not result in wind speeds that exceed the One-Hour Hazard Criterion at any location. The Project causes an exceedance of the One-Hour Hazard Criterion at two locations. When landscaping is incorporated into the Project, it eliminates one of those exceedances. The remaining exceedance is well below the Nine-Hour Hazard Criterion established by the Central SoMa SUD and has been determined to have no significant impact under CEQA.

The Project Sponsor has also conducted a series of testing to evaluate the impact of extensive alternative wind control measures on the proposed development in combination with landscaping. The various canopies and architectural fins for wind control on the proposed development were found to have a relatively negligible impact on the average wind comfort and hazard wind speeds across all test locations. Reducing wind speeds further would substantially detract from the building design or unduly restrict the square footage of the project; thus, the Project is seeking a waiver for Wind Comfort and Wind Hazard Controls.

**2.2.7 Height Limit Waiver.** Per Planning Code Section 250, the maximum height limit for the subject property is 130 feet. The Project proposes a height of 160 feet to accommodate the additional floor area. 160 feet is the maximum height allowed in the Housing

Sustainability District. Exceeding the underlying 130-foot height and bulk district requires a height waiver.

**2.2.8 Narrow Street and Alley Setbacks Waiver.** The Planning Code Section 261.1 and 270(h) require that the Project's massing along Welsh Street comply with the Apparent Mass Reduction requirement of Section 270(h) for a reduced massing at 85% above 35 feet in height. The proposed project only provides 1.95% of reduction, which does not comply with the Apparent Mass Reduction requirement and thus a waiver is necessary.

**2.2.9 Apparent Mass Reduction Waiver.** The Apparent Mass Reduction requirement of Planning Code Section 270(h) requires a reduced massing at 67% above 85 feet in height for a Mid-Rise Building. The proposed project only provides 1.95% of reduction, and thus a waiver is necessary.

**2.2.10 Horizontal Mass Reduction Waiver.** The Planning Code Section 270.1 requires certain mass reduction measures to be incorporated into a project that has a street frontage of more than 200 linear feet. The proposed project does not provide this mass reduction and thus a waiver is necessary.

**2.2.11 Mid-block Alley Waiver.** The Planning Code Section 270.2 requires a Mid-Block Alley be provided on project sites with more than 200 linear feet of frontage where such alley would connect to existing streets or alleys. The proposed project does not provide a mid-block alley and thus a waiver is necessary.

**2.2.12 Central SoMa SUD Living Roof Standards Incentive.** The Project is required to provide a living roof area equal to 50% of the roof area, or 12,353 square feet. The Project will provide a total of 8,235 square feet of living roof area, equal to 33% of the roof area. The provision of additional living roof area would cause the amount of usable open space to be decreased, causing an in-lieu fee of \$971.81 per square foot for the open space not provided. Additionally, the Project Sponsor states that constructing an additional living roof would increase the cost of constructing the roof surface and structural support. As such, a Concession from the Central SoMa living roof requirements of the Planning Code decreases the cost of constructing the Project.

**2.2.13 Curb Cut on Transit Preferential Street Incentive.** Planning Code Section 155(r) requires that no curb cuts accessing off-street parking or loading shall be created or expanded on street frontages identified along any Transit Preferential Street as designated in the Transportation Element of the General Plan.

The Project proposes to locate a garage entrance on Bryant Street, a Transit Preferential Street between 2nd and 6th Streets, in order to provide more efficient ingress and egress, which reduces the cost of off-site work and non-residential space in the building, and allows the Project to provide more housing. The only other option for a garage entrance would be on Welsh Street, in place of ground-floor residential units. The Welsh Street alternative would require significant curb ramp realignments on surrounding streets where there are conflicts that prevent adequate truck turning radii. These conflicts do not exist for the proposed Bryant Street entrance location. The Welsh Street alternative would also result in more non-residential space and fewer

units, thus increasing the cost per unit to deliver market-rate and affordable housing. Reconfiguring each curb ramp would cost approximately \$35,000 each which would equate to a financing impact of \$175,000 considering 5 curbs would need to be reconfigured to accommodate the property truck turning radius, thereby increasing the cost of delivering both the market rate and affordable housing.

2.3. State Density Bonus Requirements. The Owner hereby represents, as of the date hereof, and covenants, warrants and agrees that not less than 13% of the units in the Base Project, or 47 units, shall be designated as Restricted Units as set forth in Section 4 of this Agreement. The Restricted Units shall be restricted for the Life of the Project and shall comply with all of the requirements of the Procedures Manual authorized in Planning Code Section 415.

2.4 Waiver of the Affordable Housing Fee. The City has agreed to waive 60% the Affordable Housing Fee for the Project as to the Inclusionary Units only in return for the Owner's commitments set forth in this Agreement, including the provision of the Inclusionary Units on site.

The Owner acknowledges that this waiver by the City is limited to the Affordable Housing Fee for the Inclusionary Units and does not stop the City from levying and collecting any other fee that may be imposed by the City in connection with the Project. The Owner acknowledges and agrees that the Affordable Housing Fee for the Restricted Units as described in Section 4.2 of this Agreement has been waived.

The City would not be willing to enter into this Agreement, waive the Affordable Housing Fee as to the Inclusionary Units or provide the additional density, concessions and incentives, and waivers set forth above without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the Inclusionary Units consistent with the exemption set forth in California Civil Code section 1954.52(b).

2.5 Costa-Hawkins Act Inapplicable to Inclusionary Units Only.

2.4.1 Inclusionary Units. The Parties acknowledge that, under Section 1954.52(b) of the Costa-Hawkins Act, the Inclusionary Units are not subject to the restrictions and limitations of the Costa-Hawkins Act. Through this Agreement, the Owner hereby enters into an agreement with a public entity in consideration for additional density, concessions and incentives, and waivers from physical development controls as permitted in California Government Code Sections 65915 et seq.

2.4.2 Market Rate Units. The Parties hereby agree and acknowledge that this Agreement does not alter in any manner the way that the Costa-Hawkins Act or any other law, including the City's Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) apply to the Market Rate Units.

### 3. COVENANTS OF THE OWNER

3.1 On-Site Inclusionary Affordable Units. In consideration of the additional density, concessions and incentives, and waivers set forth in Section 2.1 and in accordance with the terms and conditions set forth in the Inclusionary Program and the Project Approvals, upon the Owner

obtaining its first certificate of occupancy for the Project, the Owner shall provide 74 units or twenty one percent (21%) of the dwelling unit count in the Base Project as on-site Inclusionary Units for the Project. Upon identification of the Inclusionary Units (including the Restricted Units), and before any occupancy of the Inclusionary Units (including the Restricted Units), the Owner shall record a notice of restriction against the Inclusionary Units (the “NSRs”) in the form required by the Inclusionary Program and approved by City.

3.2 Owner’s Waiver of Rights Under the Costa-Hawkins Act Only as to the Inclusionary Units. The Parties acknowledge that under the Costa-Hawkins Act, the owner of newly constructed residential real property may establish the initial and all subsequent rental rates for dwelling units in the property without regard to the City’s Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code). The Parties also understand and agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the Inclusionary Units because this Agreement falls within an express exception to the Costa-Hawkins Act as a contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code including but not limited to the density bonus, waivers, and/or concessions and incentives specified in Section 2. In addition, the Owner, on behalf of itself and all Transferees (as defined in Section 11.1) expressly waives, now and forever, any and all rights it may have under the Costa-Hawkins Act with respect only to the Inclusionary Units (but only the Inclusionary Units and not as to the Market Rate Units) consistent with Section 3.1 of this Agreement, and agrees not to bring any legal or other action against City seeking application of the Costa-Hawkins Act to the Inclusionary Units for so long as the Inclusionary Units are subject to the restriction on rental rates pursuant to the Inclusionary Program. The Parties understand and agree that the City would not be willing to enter into this Agreement without the waivers and agreements set forth in this Section 3.2.

3.3 Owner’s Waiver of Right to Seek Waiver of Inclusionary Program. The Owner specifically agrees to be bound by all of the provisions of the Inclusionary Program applicable to on-site inclusionary units with respect to the Inclusionary Units. The Owner covenants and agrees that it will not seek a waiver of the provisions of the Inclusionary Program applicable to the Inclusionary Units.

3.4 No Obligation to Construct. By entering into this Agreement, the Owner is not assuming any obligation to construct the Project, and the covenants of the Owner hereunder become operative only in the event the Owner elects to proceed with construction of the Project and in the event the Owner elects to proceed with Construction of the Project, it shall proceed with due diligence to complete the construction of the Project.

#### 4. RESTRICTIONS.

The Owner hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:

4.1 Income and Rent Restrictions. In addition to the requirements of Section 5, hereof, the Owner shall comply with the income and rent restrictions of this Section 4, and any

conflict or overlap between any two or more of such provisions shall be resolved in favor of the most restrictive of such provisions, that is, in favor of the lowest income and rent restrictions.

4.2. State Density Bonus Requirements; Inclusionary Unit Restrictions.

(a) Not less than 74 units **or twenty one (21%)** of the dwelling units in the Base Project as defined in Recital H of this agreement (74 units) shall be classified as shown:

<b>Unit Size and Designation</b>	<b>No. of Units</b>	<b>Maximum Income Level (Affordable Unit Category)</b>	<b>Unit Classification</b>
<b>Studio</b>	<b>7</b>	<b>50% of AMI (Very Low in State Health &amp; Safety Code / Low Income in the Inclusionary Program)</b>	<b>Restricted Units (concurrently designated as Inclusionary Units)</b>
<b>One-Bedroom</b>	<b>23</b>		
<b>Two-Bedroom; One-Bath</b>	<b>3</b>		
<b>Two-Bedroom; Two-Bath</b>	<b>14</b>		
<b>Studio</b>	<b>4</b>	<b>80% of AMI (Moderate)</b>	<b>Inclusionary Units (does not include Restricted Units)</b>
<b>One-Bedroom</b>	<b>4</b>		
<b>Two-Bedroom; One-Bath</b>	<b>2</b>		
<b>Two-Bedroom; Two-Bath</b>	<b>4</b>		
<b>Studio</b>	<b>4</b>	<b>110% of AMI (Middle)</b>	<b>Inclusionary Units (does not include Restricted Units)</b>
<b>One-Bedroom</b>	<b>3</b>		
<b>Two-Bedroom; One-Bath</b>	<b>3</b>		
<b>Two-Bedroom; Two-Bath</b>	<b>3</b>		

(b) The Restricted Units and Inclusionary Units shall be those described and depicted on Exhibit B to this Agreement and shall also be recorded in a Notice of Special Restrictions (NSR) to be recorded prior to the issuance of the architectural addendum. In the event



that there is conflict between Exhibit B of this Agreement and the NSR, the descriptions of Inclusionary Units and Restricted Units in the NSR shall prevail. The Restricted Units shall be restricted to and occupied by Households at the lower of Low Income or Very Low Income at initial rental and re-rental. The monthly rent charged for all the rental Restricted Units and Inclusionary Units shall not exceed the lower of: (i) one-twelfth of the amount obtained by multiplying 30% times Very Low Income, or (ii) one-twelfth of the amount obtained by multiplying 30% times Low Income.

(c) The Inclusionary Units shall be restricted for the Life of the Project, and the 47 Restricted Units that satisfy both the State Density Bonus Law and the Inclusionary Program shall be rented to Very Low-Income Households. The income table used to determine the rent and income levels for the Restricted Units shall be the table required by the State Density Bonus Law. If the resultant rent or income levels at 50% of AMI under the table required by the State Density Bonus Law are higher than the rent and income levels at 55% of AMI under the Inclusionary Program, the rent and incomes levels shall default to the Maximum Annual Rent and income levels for affordable units under the Inclusionary Program. After such Restricted Units have been rented for a term of 55 years, the subsequent rent and income levels of such units may be adjusted to Low Income as required by the Inclusionary Program, using 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," and shall remain affordable for the remainder of the Life of the Project.

(d) Inclusionary Units and Restricted Units shall comply with all of the requirements of the Procedures Manual, including but not limited to rules for qualifying tenants, restrictions on units and buyers/tenants, lease and sale requirements, annual rent increases, rental subsidies and additional fees, application process and income review, monitoring, eviction and non-renewal of lease allowances, re-rental procedures, and conversion of units from rental to ownership.

(e) The income table used for pricing Restricted Units and Inclusionary Units is the table published annually by MOHCD called the "Maximum Income by Household Size derived from the Unadjusted Area Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco" and is posted on MOHCD's website annually in April. In determining the pricing for Restricted Units, MOHCD shall incorporate the income table for San Francisco County published by the California Department of Housing and Community Development.

(f) MOHCD shall calculate initial rent levels of the Restricted Units and Inclusionary Units according to the following assumptions: (1) the income limits specified herein; (2) total payments of no more than thirty (30) percent of gross monthly income, based on the income limits required herein (and not based on an individual Household's income); and (3) a utility allowance reduction where applicable. MOHCD shall assume a one-person larger Household than the number of bedrooms in the unit when establishing the rent levels of all units except for studio units, which assume a one person Household, and SRO Units, which shall be priced based on three-fourths (3/4ths) of the Maximum Monthly Rent for a studio unit.

(g) Subsequent rent adjustments for existing tenants or upon re-rental of the Restricted Unit and Inclusionary Unit shall follow the procedures set forth in the Procedures Manual.

(h) The Owner shall adjust (up or down) the Maximum Monthly Rent allowed for each qualified Tenant no more than once per year. Each year's adjusted rent may not exceed the amount determined by MOHCD annually.

(i) Rent adjustments may only occur upon or after (i) recertification of the Tenant, and (ii) the end of a Tenant's annual lease and commencement of a new lease. Tenants whose leases have not reached a one-year period on July 1 of a given year may have their rent levels increased in the following year after completed a recertification process.

(j) The Owner agrees to follow all applicable federal, state and local laws when introducing rent adjustments. Furthermore, the Owner may adjust rents annually and may not take advantage of any increases that were not applied in prior years. In cases where the "Maximum Monthly Rent" level has decreased, the Owner agreed to decrease the rent for each qualified.

(k) All Restricted Units and Inclusionary Units must be marketed at a price that is at least 20% less than the current market rate for that unit size and neighborhood.

4.3. Annual Monitoring Requirement, Procedures for Lease Renewals and Non-Renewals.

(a) Restricted Units shall be monitored on an annual basis to determine the continued eligibility of each Tenant pursuant to the provisions set forth in the Procedures Manual. The Owner or its agent charged with the management of the Restricted Units satisfying the requirements of this Agreement shall submit an annual monitoring and enforcement report on a date and at a location determined by MOHCD on a form provided by MOHCD consistent with the timelines and procedures set forth in the Procedures Manual. The report may include information regarding rents, household and income characteristics of tenants of designated Restricted Units, services provided as part of the housing service such as security, parking, utilities, and any other information MOHCD may reasonably require for monitoring compliance with this Agreement.

(c) Upon recertification, existing Tenants must meet the qualification standards for Tenants as contained in the Procedures Manual, including but not limited to continuing to be income qualified, and adhering to the minimum household size, occupancy and other requirements set forth in the Procedures Manual.

(d) The Owner shall require that all qualified Tenants provide annual household income documentation to the Owner upon request and such other information as MOHCD may reasonably require to monitor compliance with this Agreement in order to certify continued qualification HOME-SF. Failure to provide such information may result in the inability to renew the lease of a Tenant.

4.4 Allowable Income Increases upon Recertification. For Inclusionary and Restricted units, the allowable income increases upon recertification shall be as set forth in the Procedures Manual and described in Section 4.2. Any household that experiences a change in household composition (for example adding a new adult resident) must recertify with a total income below this cap in order for the household to be considered a qualified Tenant. Households that change composition within the first 12 months of occupancy of a Restricted Unit must recertify with an income at or below the maximum income allowed in the Use Restrictions.

4.5 Tenants Who Fail to Recertify. The Owner shall not renew the lease of any Tenant who fails to recertify for a Restricted Unit. Non-renewal of the lease for a Tenant shall require at least a ninety (90) day notice to the Tenant of the lease non-renewal.

4.6 Lease Provisions Regarding Income Certification Reliance. Unless otherwise agreed to by MOHCD, the Owner agrees to use a form of lease approved by MOHCD for all Inclusionary Units and Restricted Units. All leases shall contain clauses, among others, wherein each Tenant who occupies a Restricted Unit: (i) certifies the accuracy of the statements made in the Income Certification Form substantially (as revised by MOHCD from time-to-time), (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such Tenant, that such Tenant will comply promptly with all requests for information with respect thereto from the Owner or the Program Administrator on behalf of the City, and that the failure to provide accurate information in the Income Certification Form or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such Tenant; (ii) acknowledges that the Owner has relied on the Income Certification Form (provided by MOHCD) and supporting information supplied by the Tenant in determining ongoing qualification for occupancy of the Restricted Unit, and that any material misstatement in such recertification (whether intentional or otherwise) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the Tenant's income is subject to annual recertification in accordance with Section 4.4 hereof and that failure to cooperate with the annual recertification process reasonably instituted by the Owner as provided in this Agreement may provide grounds for termination of the lease.

4.6 Maintenance of Tenant Lists and Applications. Owner shall at all times keep and maintain all tenant lists and applications relating to the Project (a) separate and identifiable from any other business which is unrelated to the Project, and (b) in a reasonable condition for proper audit and subject to examination during normal business hours by representatives of the Project and the City. Owner's failure to keep such lists and applications or to make them available to the City shall be a default hereunder.

4.7 Subordination. All deeds, including grant deeds and deeds of trust, tenant leases or rental agreements shall be subordinate and subject to this Agreement.

4.8 No Demolition or Non-Residential Use of Inclusionary Units or Restricted Units. The Owner shall not take any of the following actions:

(i) demolish any part of an Inclusionary Unit or Restricted Unit or substantially subtract from any real or personal property of the Restricted Units (other than in the ordinary course of business); or

(ii) permit the use of an Inclusionary Unit or Restricted Unit of the Project for any purpose except rental residences or condominium residences.

(iii) except for the Permitted Encumbrances, encumber any portion of the Project or grant commercial leases of any part thereof or permit the conveyance, transfer or encumbrance of any part of the Project (except for apartment leases), except (i) pursuant to the provisions of this Agreement and on a basis subordinate to the provisions of this Agreement, to the extent applicable, or (ii) upon a sale, transfer or other disposition of the Project in accordance with the terms of this Agreement.

## **5. ADDITIONAL REQUIREMENTS OF THE CITY.**

5.1 Minimum Lease Term. The term of the lease for any Inclusionary Unit or Restricted Unit shall be not less than one (1) year unless a shorter lease term is authorized or required by MOHCD.

5.2 Preference Programs and Marketing. To the fullest extent permitted by law, the Owner shall comply with the City's Preferences pursuant to San Francisco Administrative Code Chapter 47, as well as MOHCD's Marketing, Preferences and Lottery Procedures Manual, as amended from time to time.

5.4 Nondiscrimination Based on Section 8, Household Size, or Source of Income. The Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act, or any successor program or similar federal, State or local governmental assistance program. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants and the Owner shall not refuse to rent to any tenant on the basis of household size as long as such household size does not exceed the applicable requirements set forth in the San Francisco Building Code. The Owner shall not collect any additional fees or payments from such a tenant except security deposits or other deposits required of all tenants. The Owner shall not collect security deposits or other deposits from Section 8 certificate or voucher holders in excess of that allowed under the Section 8 program. The Owner shall not discriminate against tenant applicants on the basis of legal source of income (e.g., TANF, Section 8 or SSI), and the Owner shall consider a prospective tenant's previous rent history of at least one year as evidence of the ability to pay the applicable rent (i.e., ability to pay shall be demonstrated if such a tenant can show that the same percentage or more of the tenant's income has been consistently paid on time for rent in the past as will be required to be paid for the rent applicable to the unit to be occupied, provided that such tenant's expenses have not increased materially). Further, Owner shall comply with all notice provisions set forth in the Housing Act prior to terminating any lease to which any Tenant previously certified by the Owner as a qualified Tenant is a party. The Owner

acknowledges that (i) federal notice requirements under the Housing Act are distinct from those under State law or City law and the Owner shall comply with all federal, State and local laws in connection with any such notice requirements, and (ii) compliance with the law of one jurisdiction shall not be deemed compliance with the laws of all jurisdictions.

5.5 Amendment or Waiver by City; Conflicting Provisions. The requirements of Section 4.1 and of this Section 5 hereof may be amended, modified or waived (but not increased or made more onerous), at the City's sole discretion, by written amendment signed by the City and the Owner, or expressly waived by the City in writing.

5.6 Marketing and Tenant Selection Plan. Owner will only market the Restricted Units and Inclusionary Units in accordance with the Marketing Plan approved by the City and agrees to utilize a MOHCD approved form of lease. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Owner shall contact MOHCD at least eight (8) months prior to the beginning of marketing for any unit in the building. In addition, Owner agrees to comply with the obligations and requirements set forth in the MOHCD Housing Preferences and Lottery Procedures Manual and the Inclusionary Manual, each as amended by MOHCD from time to time.

5.7 Restricted Income Units of Comparable Quality. In general, the Inclusionary Units and Restricted Units shall be of comparable overall construction quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other tenants and shall be evenly distributed throughout the building. For buildings over 120 feet in height, as measured under the requirements set forth in the Planning Code, the affordable units may be distributed throughout the lower 2/3 of the building, as measured by the number of floors. The interior features in Inclusionary Units and Restricted Units should be generally the same as those of the Market Rate Units in the principal project, but need not be the same make, model or type of such item as long as they are of good and new quality and are consistent with then-current standards for new housing. The Inclusionary Units and Restricted Units are not required to be the same size as the Market Rate Units. For buildings over 120 feet in height, as measured under the requirements set forth in the Planning Code, the average size of the unit type may be calculated for the lower 2/3 of the building, as measured by the number of floors. All Inclusionary Units and Restricted Units shall be no smaller than the minimum unit sizes set forth by the California Tax Credit Allocation Committee as of May 16, 2017, and no smaller than 300 square feet for studios. The total residential floor area devoted to the Inclusionary Units and Restricted Units shall not be less than the applicable percentage applied to the total residential floor area of the principal project, provided that a 10% variation in floor area is permitted.

6. **ADDITIONAL REQUIREMENTS OF STATE LAW.** In addition to the requirements set forth herein, the Owner hereby agrees that it shall also comply with each of the following requirements, in each case, for the term of this Agreement:

6.1 Tenants Under Section 8 of the Housing Act. The Owner shall accept as tenants, on the same basis as all other prospective tenants, low-income persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under



Section 8 of the Housing Act, and shall not permit any selection criteria to be applied to Section 8 certificate or voucher holders that is more burdensome than the criteria applied to all other prospective tenants.

6.2 Availability on Priority Basis. The Restricted Units shall remain available on a priority basis for occupancy at all times by a qualified Tenants or buyers.

6.3 Binding Covenants and Conditions. The covenants and conditions of this Agreement shall be binding upon successors in interest of the Owner.

6.4 Recordation of Agreement. This Agreement shall be recorded in the office of the county recorder of the City and County of San Francisco, California, and shall be recorded in the grantor-grantee index under the name of the Owner as grantor and to the name of the City as grantee.

## 7. **INDEMNIFICATION.**

The Owner hereby releases the City and its respective officers, members, directors, officials and employees from, and covenants and agrees to indemnify, hold harmless and defend the City and the officers, members, directors, officials, agents and employees of the City (collectively, the “**Indemnified Parties**,” and each an “**Indemnified Party**”) from and against any and all claims, losses, costs, damages, demands, expenses, taxes, suits, judgments, actions and liabilities of whatever nature, joint and several (including, without limitation, costs of investigation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments), directly or indirectly: (a) by or on behalf of any person arising from any cause whatsoever in connection with transactions contemplated hereby or otherwise in connection with the Project or the execution or amendment of any document relating thereto; (b) arising from any act or omission of the Owner or any of its agents, servants, employees or licensees, in connection with the Project; and (c) arising in connection with the operation of the Project, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation, or construction of, the Project or any part thereof; provided, however, that this provision shall not require the Owner to indemnify the City for any claims, costs, fees, expenses or liabilities arising solely from the willful misconduct of the City. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the engagement of counsel approved by the Indemnified Party; and the Owner shall assume the payment of all reasonable fees and expenses related thereto (provided that if the Indemnified Party is the City, the selection of counsel rests in the sole discretion of the City Attorney and the Owner shall assume the payment of all attorneys’ fees and expenses related thereto), with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement.

Additionally, the Owner also shall pay and discharge and shall indemnify and hold harmless the City from (i) any lien or charge upon payments by the Owner to the City hereunder

and (ii) any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges in respect of any portion of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the City shall give prompt notice to the Owner, and the Owner shall have the sole right and duty to assume, and the Owner will assume, the defense thereof, including the engagement of counsel approved by the Indemnified Party in such party's reasonable discretion, provided that if the Indemnified Party is the City, the selection of counsel rests in the sole discretion of the City Attorney and the Owner shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. If a potential conflict exists between the Owner's defense and the interests of an Indemnified Party, then such Indemnified Party shall have the right to engage separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Owner shall pay the fees and expenses of such separate counsel.

The provisions of this Section 7 shall survive the term of the Agreement, including the termination of this Agreement pursuant to the second paragraph of Section 10 hereof.

The obligations of the Owner under this Section are independent of any other contractual obligation of the Owner to provide indemnity to the Indemnified Parties or otherwise, and the obligation of the Owner to provide indemnity hereunder shall not be interpreted, construed or limited in light of any other separate indemnification obligation of the Owner. The Indemnified Parties shall be entitled simultaneously to seek indemnity under this Section and any other provision under which they are entitled to indemnity.

In addition thereto, the Owner will pay upon demand all of the fees and expenses paid or incurred by the Indemnified Parties in enforcing the provisions hereof.

## **8. MUTUAL OBLIGATIONS**

8.1 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Project Approvals.

8.2 Other Necessary Acts. Each Party shall execute and deliver to the other all further instruments and documents as may be reasonably necessary to carry out this Agreement, the Project Approvals, the Inclusionary Program (as applied to the Inclusionary Units) and applicable law in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

8.3 Effect of Future Changes to Inclusionary Program. The City acknowledges and agrees that, if City adopts changes to the Inclusionary Program after the date this Agreement, nothing in this Agreement shall be construed to limit or prohibit any rights the Owner may have to modify Project requirements with respect to the Inclusionary Units to the extent permitted by such changes to the Inclusionary Program.

## **9. OWNER REPRESENTATIONS AND WARRANTIES.**

9.1 Interest of the Owner. The Owner represents that it is the legal and equitable fee owner of the Property, that it has the power and authority to bind all other persons with legal or equitable interest in the Restricted Units and the Inclusionary Units to the terms of this Agreement, and that all other persons holding legal or equitable interest in the Restricted Units and the Inclusionary Units are to be bound by this Agreement. The Owner is duly organized and validly existing in the State of California and in good standing and qualified to do business in the State of California. The Owner has all requisite power and authority to own property and conduct business as presently conducted.

9.2 No Conflict With Other Agreements; No Further Approvals; No Suits. The Owner warrants and represents that it is not a party to any other agreement that would conflict with the Owner's obligations under this Agreement. Neither the Owner's articles of incorporation, bylaws, or operating agreement, as applicable, nor any other agreement or law in any way prohibits, limits or otherwise affects the right or power of the Owner to enter into and perform all of the terms and covenants of this Agreement. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by the Owner of this Agreement or any of the terms and covenants contained in this Agreement. To the Owner's knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting the Owner or any of its members before any court, governmental agency, or arbitrator which might materially adversely affect the Owner's business, operations, or assets or the Owner's ability to perform under this Agreement.

9.3 Priority of Agreement. The Owner warrants and represents that there is no prior lien or encumbrance against the Property which, upon foreclosure, would be free and clear of the obligations set forth in this Agreement, other than a Permitted Encumbrance.

9.4 No Inability to Perform; Valid Execution. The Owner warrants and represents that it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by the Owner have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

9.5 No Bankruptcy. The Owner represents and warrants to City that the Owner has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of the Owner's knowledge, no such filing is threatened.

9.6 Nondiscrimination. In the performance of this Agreement, the Owner agrees not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or

applicant for employment with the Owner, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by the Owner. A similar provision shall be included in all subordinate agreements let, awarded, negotiated or entered into by the Owner for the purpose of implementing this Agreement.

## **10. AMENDMENT**

10.1 Amendment. This Agreement may only be amended with the mutual written consent of the Parties. No amendment of a Project Approval shall require an amendment to this Agreement; provided, if the percentage of Inclusionary Units changes for any reason, the Parties agree to reflect such change in the NSRs recorded against the Property. If there is any conflict between this Agreement and the NSRs (as it relates to the number of Inclusionary Units), the NSRs shall govern.

10.1.1 Amendment Exemptions. No amendment of the Project Approval shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and this Agreement (subject to any conditions set forth in the amendment). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and any amendment to the Project Approval, then the terms of this Agreement shall prevail and any amendment to this Agreement shall be accomplished as set forth in Section 10.1 above.

## **11. TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE**

11.1 Agreement Runs With The Land; Release Upon Transfer or Assignment. The Owner shall notify all persons interested in purchasing the Property of this Agreement before any transfer of the Property. As provided in Section 13.2, this Agreement runs with the land and any successor owner of all or part of the Property (each, a “**Transferee**”, and all references in this Agreement to “Owner” shall mean the Owner and each Transferee during its period of ownership of all or part of the Property) will be bound by all of the terms and conditions of this Agreement. Upon any such transfer, the Owner shall be released from any obligations required to be performed under this Agreement from and after the date of transfer; provided that each Transferee will assume and remain responsible for the obligations, covenants, and restrictions under this Agreement. Following any transfer, a Transferee shall cure any default under this Agreement arising before or after the transfer of the Property. By no later than thirty (30) days after completion of a transfer of the Property, Transferee shall complete and submit to MOHCD an Inclusionary Housing Change of Owner or Agent, attached hereto as Exhibit C, which may be amended from time to time.

11.2 Rights of Owner. The provisions in this Section 11 shall not be deemed to prohibit or otherwise restrict the Owner from (i) granting easements or licenses to facilitate development of the Property, (ii) encumbering the Property or any portion of the improvements thereon by any mortgage, deed of trust, or other device securing financing with respect to the Property or Project, (iii) granting a leasehold interest in all or any portion of the Property, or (iv) transferring all or a portion of the Property pursuant to a sale, transfer pursuant to foreclosure, conveyance in lieu of

foreclosure, or other remedial action in connection with a mortgage. None of the terms, covenants, conditions, or restrictions of this Agreement or the other Project Approvals shall be deemed waived by City by reason of the rights given to the Owner pursuant to this Section 11.2.

11.3 Ownership Conversion. Although the Owner initially intends to operate the Project on a rental basis, nothing in this Agreement shall prevent the Owner from later selling all or part of the Project on a condominium basis, provided that such sale is permitted by, and complies with, all applicable City and State laws including, but not limited to that, with respect to any Inclusionary Units, those shall only be sold in accordance with the Procedures Manual and Inclusionary Program. The Owner shall enter into a new Regulatory Agreement prior to the conversion of the Inclusionary Units and the Restricted Units from rental to ownership tenure.

11.3 Owner's Responsibility for Performance. If the Owner transfers all or any part of the Property, the Owner shall continue to be responsible for performing the obligations under this Agreement up to the date of transfer. The City is entitled to enforce each and every such obligation directly against the Transferee following a transfer as if the Transferee were an original signatory to this Agreement with respect to the transferred portion of the Property. The transferor shall remain responsible for the performance of all of its obligations under the Agreement prior to the date of transfer, and shall remain liable to the City for any failure to perform such obligations prior to the date of the transfer.

11.4 Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default.

(a) Notwithstanding anything to the contrary contained in this Agreement (including without limitation those provisions that are or are intended to be covenants running with the land), a mortgagee or beneficiary under a deed of trust, including any mortgagee or beneficiary who obtains title to the Property or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action, ("**Mortgagee**") shall not be obligated under this Agreement to construct or complete the Inclusionary Units required by this Agreement or to guarantee their construction or completion solely because the Mortgagee holds a mortgage or other interest in the Property or this Agreement. The foregoing provisions shall not be applicable to any other party who, after such foreclosure, conveyance, or other action in lieu thereof, or other remedial action, obtains title to the Property or a portion thereof from or through the Mortgagee or any other purchaser at a foreclosure sale other than the Mortgagee itself. A breach of any obligation secured by any mortgage or other lien against the mortgaged interest or a foreclosure under any mortgage or other lien shall not by itself defeat, diminish, render invalid or unenforceable, or otherwise impair the obligations or rights of the Owner under this Agreement.

(b) Subject to the provisions of the first sentence of Section 11.4.1, any person, including a Mortgagee, who acquires title to all or any portion of the mortgaged property by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise shall succeed to all of the rights and obligations of the Owner under this Agreement and shall take title subject to all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote any portion of the Property to any uses, or to construct any improvements, other than the uses and improvements provided for or authorized by the Project Approvals and this Agreement.



(c) If City receives a written notice from a Mortgagee or from the Owner requesting a copy of any Notice of Default delivered to the Owner and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Owner, any Notice of Default delivered to the Owner under this Agreement. In accordance with Section 2924 of the California Civil Code, City hereby requests that a copy of any notice of default and a copy of any notice of sale under any mortgage or deed of trust be mailed to City at the address set forth in Section 9.8 of this Agreement.

(d) A Mortgagee shall have the right, at its option, to cure any default by the Owner under this Agreement within the same time period as the Owner has to remedy or cause to be remedied any default, plus an additional period of (i) thirty (30) calendar days to cure a default by the Owner to pay any sum of money required to be paid hereunder and (ii) ninety (90) days to cure or commence to cure a non-monetary default and thereafter to pursue such cure diligently to completion; provided that if the Mortgagee cannot cure a non-monetary default without acquiring title to the Property, then so long as Mortgagee is diligently pursuing foreclosure of its mortgage or deed of trust, Mortgagee shall have until ninety (90) days after completion of such foreclosure to commence to cure such non-monetary default. Mortgagee may add the cost of such cure to the indebtedness or other obligation evidenced by its mortgage. Nothing in this Section or elsewhere in this Agreement shall be deemed to require a Mortgagee, either before or after foreclosure or action in lieu thereof or other remedial measure, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made).

(e) If at any time there is more than one mortgage constituting a lien on any portion of the Property, the lien of the Mortgagee prior in lien to all others on that portion of the mortgaged property shall be vested with the rights under this Section 11.4 to the exclusion of the holder of any junior mortgage; provided that if the holder of the senior mortgage notifies the City that it elects not to exercise the rights sets forth in this Section 11.4, then each holder of a mortgage junior in lien in the order of priority of their respective liens shall have the right to exercise those rights to the exclusion of junior lien holders. Neither any failure by the senior Mortgagee to exercise its rights under this Agreement nor any delay in the response of a Mortgagee to any notice by the City shall extend the Owner's or any Mortgagee's rights under this Section 11.4. For purposes of this Section 11.4, in the absence of an order of a court of competent jurisdiction that is served on the City, a then current title report of a title company licensed to do business in the State of California setting forth the order of priority of lien of the mortgages shall be reasonably relied upon by the City as evidence of priority.

#### 11.5 Constructive Notice.

Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Property is and shall be constructively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

## 12. ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

12.1 Enforcement. The only parties to this Agreement are the City and the Owner (and, as set forth in Sections 11.1 and 11.2, each Transferee). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

12.2 Default. Any material breach by the Owner of any covenant, agreement, provision or warranty contained in this Agreement that remains uncured upon the expiration of any applicable notice and cure periods will constitute an “**Event of Default**,” including the following:

(a) Any lien is recorded against all or any part of the Property without the City’s prior written consent, that is prior to this Agreement, and the lien is not removed from title or otherwise remedied to the City’s satisfaction within thirty (30) days after the Owner’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* the Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(b) The Owner fails to perform or observe any other term, covenant or agreement contained in this Agreement, and the failure continues for thirty (30) days after the Owner’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* the Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(c) Any representation or warranty made by the Owner in this Agreement proves to have been incorrect in any material respect when made; or

(d) The Owner is dissolved, liquidated or merged with or into any other entity; or, if the Owner is a corporation, partnership, limited liability company or trust, the Owner ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days; or, if the Owner is an individual, the Owner dies or becomes incapacitated; or all or substantially all of the assets of the Owner are sold or otherwise transferred; or

(e) Without the City’s prior written consent, the Owner assigns or attempts to assign any rights or interest under this Agreement, whether voluntarily or involuntarily; or

(f) The Owner is in default of its obligations with respect to any obligation relating to the Property or the Project, and the default remains uncured following the expiration of any applicable cure periods; or

12.4 No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it

deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

12.5 Remedies. During the pendency of an uncured event of default, the City may exercise any right or remedy available under this Agreement or at law or in equity. All of the City's rights and remedies following an event of default are cumulative, including:

12.5.1 The City may perform any of the Owner's obligations in any manner, in the City's reasonable discretion, and seek reimbursement from the Owner.

12.5.2 The City, either directly or through an agent or court-appointed receiver, may take possession of the Restricted Units and the Inclusionary Units and enter into contracts and take any other action the City deems appropriate to satisfy the Owner's obligations set forth in this Agreement.

12.5.3 The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct the Owner's noncompliance with this Agreement.

12.5.4 The Owner has determined that it may be extremely difficult and impractical to fix or determine the actual damages suffered by the City as a result of a Default by Owner for failure to comply with the provisions of this Agreement as it applies to the Restricted Units or Planning Code Section 415 as it applies to the Inclusionary Units; accordingly, equitable remedies and remedies at law such as specific performance may be particularly appropriate for enforcement of this Agreement; however both Parties acknowledge and agree that said remedies may not make City whole or fulfill the commitments and obligations made by the Owner under this Agreement. Consequently, the Owner agrees that the City shall have the right to recover liquidated damages for the Owner's failure to comply with the provisions of this Agreement and the Planning Code with respect to the restrictions placed on the Inclusionary and Restricted Units. Said liquidated damages shall be calculated in an amount that captures the actual costs incurred by City in providing a replacement unit for each unit the Owner fails to provide under this Agreement, or an amount equal to the Affordable Housing Fee set forth in Planning Code Section 415.5 and in the Inclusionary Housing Program Fee Schedule prepared annually by MOHCD for each unit the Owner fails to provide under this Agreement, whichever is greater. In addition, City shall have the right to recover reasonable attorneys' fees and costs, administrative costs and the right to administrative penalties, as well as any other remedies available under state, federal or local law.

In addition, the Owner acknowledges and agrees that the costs incurred by the City for monitoring the Restricted Units and the Inclusionary Units are high and said units that are subject to but not in compliance with this Agreement and the applicable provisions of the Planning Code drastically limit housing opportunities for eligible households and reduces the value of the fees waived and concessions provided in this Agreement. Accordingly, the Owner agrees to pay to the City for any Restricted Unit or Inclusionary Unit found by the City to not be in compliance with this Agreement or the Planning Code all amounts, monies or funds collected by the Owner or Owner's tenant in violation of the applicable affordability restrictions.

12.5.5 The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments from the Owner are past due. The City shall have the right to withhold a final certificate of occupancy for the Project until all of the provisions of Section 415 of the Planning Code, including the Procedures Manual, are met by the Owner.

12.5.6 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

12.5.7 If any legal action is commenced to enforce any of the terms of this Agreement or rights arising from any party's actions in connection with this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees (including allocated fees of the City Attorney's Office) and costs of suit from the other party, whether incurred in a judicial, arbitration, mediation or bankruptcy proceeding or on appeal. For the purposes of this Agreement, reasonable fees of attorneys in the City Attorney's office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney's services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

### **13. MISCELLANEOUS PROVISIONS**

13.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

13.2 Binding Covenants; Run with the Land. From and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

13.3 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

13.4 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both City and the Owner. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to the Agreement or the Project Approval as it may be amended from time to time pursuant to the provisions of the Agreement, whether or not the particular reference refers to such possible amendment.

13.5 Project Is a Private Undertaking; No Joint Venture or Partnership.

13.5.1 The Project proposed to be undertaken by the Owner on the Property is a private development. The City has no interest in, responsibility for, or duty to third persons concerning the Project or the Property. The Owner shall exercise full dominion and control over the Property, subject only to the limitations and obligations of the Owner contained in this Agreement or in the Project Approvals and applicable law.

13.5.2 Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and the Owner. Neither Party is acting as the agent of the other Party in any respect hereunder. The Owner is not a state or governmental actor with respect to any activity conducted by the Owner hereunder.

13.6 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

13.7 Time of the Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

13.8 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:



**To City:**

Rich Hillis  
Director of Planning  
San Francisco Planning Department  
1650 Mission Street  
San Francisco, CA 94103

with a copy to:

David Chiu, Esq.  
City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Real Estate/Finance Team  
Re: **555-585 BRYANT STREET** Density Bonus Regulatory Agreement

Eric Shaw  
Mayor's Office of Housing and Community Development  
1 Van Ness Ave. #5  
San Francisco, CA 94103  
Attn: Homeownership and Below Market Rate Housing Programs  
Re: **555-585 BRYANT STREET** Density Bonus Regulatory Agreement

**To Owner:**

Michael Cohen  
Authorized Agent  
Bryant Property, LLC  
201 Spear St, Suite 1650  
San Francisco, CA 94105

With a copy to:

John Kevlin  
Reuben, Junius, Rose  
One Bush Street, Suite 600  
San Francisco, CA 94104

13.9 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

13.10 Effective Date. This Agreement will become effective on the date that the last Party duly executes and delivers this Agreement. This Agreement shall remain in effect for the Life of the Project.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY**


CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_

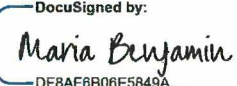
Rich Hillis  
Director of Planning

[SIGNATURE ABOVE MUST BE NOTARIZED]

Approved as to form:  
David Chiu, City Attorney

By:  7/27/2022  
7C608639D022490...  
Deputy City Attorney Keith Nagayama

Approved:

By:  7/29/2022  
DF8AF8B06E5849A...  
Maria Benjamin,  
Deputy Director, MOHCD


[SIGNATURES CONTINUE BELOW]

## ACKNOWLEDGMENT

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

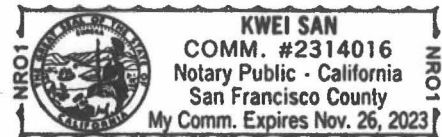
State of California  
County of San Francisco )

On August 9th, 2022 before me, Kwei San, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



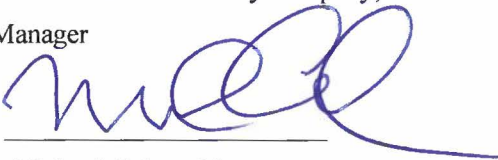
Signature Kwei San (Seal)

**OWNER**

BRYANT PROPERTY, LLC,  
a Delaware limited liability company

By: StradaCal I, LLC,  
a Delaware limited liability company,  
its sole Member

By: Strada Cal I Manager, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Michael Cohen, Manager

[SIGNATURE ABOVE MUST BE NOTARIZED]



## ACKNOWLEDGMENT

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

State of California County of SAN FRANCISCO )

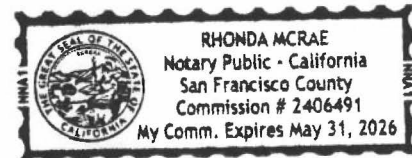
On Sept. 21, 2022 before me, RHONDA MCRAE, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Rhonda McRae (Seal)



## EXHIBIT A

### Legal Description of Property

#### **555 Bryant Street, San Francisco, CA**

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

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET, DISTANT THEREON 125 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF ZOE STREET; THENCE SOUTHWESTERLY AND ALONG SAID LINE OF BRYANT STREET 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 15 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80 FEET TO THE NORTHWESTERLY LINE OF WELSH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND ALONG SAID LINE OF WELSH STREET 65 FEET THENCE A RIGHT ANGLE NORTHWESTERLY 160 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA LOTS NOS. 163

AND 169. APN: LOT 040, BLOCK 3776

#### **565, 575 and 585 Bryant Street; 48, 50 and 56 Welsh Street, San Francisco, CA**

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

##### PARCEL I:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET, DISTANT THEREON 110 FEET NORTHEASTERLY FROM A NORTHEASTERLY LINE OF 4TH STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF BRYANT STREET 80 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 20 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80 FEET TO THE NORTHWESTERLY LINE OF WELSH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF WELSH STREET 100 FEET; THENCE AT A RIGHT NORTHWESTERLY 160 FEET TO THE POINT OF BEGINNING.

BEING A PART OF 100 VARA BLOCK NO. 367.

APN: LOTS 034 AND 044, BLOCK 3776

##### PARCEL II:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET, DISTANT THEREON 190 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 4TH STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF BRYANT STREET 75 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 75 FEET; THENCE AT RIGHT

ANGLE NORTHWESTERLY 80 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 367.

APN: LOTS 038 AND 039, BLOCK 3776.

PARCEL III:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WALSH STREET, DISTANT  
THEREON 210  
FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 4TH STREET; RUNNING THENCE  
NORTHEASTERLY AND ALONG SAID LINE OF WELSH STREET 40 FEET; THENCE AT A RIGHT  
ANGLE  
NORTHWESTERLY 80 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 40 FEET; THENCE  
AT A  
RIGHT ANGLE SOUTHEASTERLY 80 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA LOT NO. 169 IN BLOCK NO. 367.

APN: LOTS 042 AND 043, BLOCK 3776

**EXHIBIT B**

**PROJECT DESCRIPTION AND DEPICTION OF RESTRICTED UNITS**

B-1      Production Schedule, Description/Depiction  
of Restricted Units

555-585 BRYANT ST

## **PROJECT DESCRIPTION**

- The Project at 555-585 Bryant St (BLOCK: 3776; LOTS: 34, 38, 39, 40, 42, 43, 44) is a ~0.75-acre, 501-unit multifamily development comprised of a single 16-story mid-block, 160-ft high-rise located in San Francisco's Central SoMa district. The project site is bound by Bryant St to the north and Welsh St to the south.

### AFFORDABLE UNIT DESIGNATION

Planning Code Section 415 requires that the Inclusionary Units (including the Restricted Units) be recorded on a reduced set of plans and attached to a Notice of Special Restrictions. The units below have been designated as the Inclusionary Units in the project. In the event that there is conflict between the unit designation below and the unit designation in the Notice of Special Restrictions (NSR), then the NSR shall prevail.

Unit # 100% DD	Unit Type (100% DD)	Bedrooms	Bathrooms	SF	AMI
125	TH2	1	1	615	80% AMI
211	A1.1	1	1	695	50% AMI
215	B3	2	2	885	50% AMI
217	A6	1	1	530	50% AMI
235	B6.2	2	1	795	50% AMI
231	B2.0	2	2	865	50% AMI
223	B7.2	2	2	910	80% AMI
306	S3	0	1	580	80% AMI
301	B3	2	2	885	50% AMI
305	A1.1	1	1	695	50% AMI
309	A1.0	1	1	725	50% AMI
330	A4	1	1	600	50% AMI
337	S1.1	0	1	445	50% AMI
333	B1.3	2	2	885	50% AMI
327	B2.0	2	2	865	50% AMI
402	B4	2	1	815	50% AMI
403	A1.0	1	1	725	50% AMI
407	A1.0	1	1	725	50% AMI
412	A2.0	1	1	565	50% AMI
436	S1.0	0	1	420	50% AMI
431	B2.1	2	2	850	50% AMI
425	B1.0	2	2	910	50% AMI
426	A2.1	1	1	515	80% AMI
501	B3	2	2	885	50% AMI
505	A1.1	1	1	695	50% AMI
511	A1.1	1	1	695	50% AMI
530	A5	1	1	550	50% AMI
534	S1.0	0	1	420	50% AMI
537	S1.1	0	1	445	110% AMI
533	B1.0	2	2	910	80% AMI
527	B2.1	2	2	850	50% AMI
604	B2.0	2	2	865	50% AMI
615	B3	2	2	885	110% AMI

B-3      Production Schedule, Description/Depiction  
of Restricted Units

555-585 BRYANT ST



636	S1.0	0	1	420	80% AMI
635	B6.0	2	1	815	80% AMI
631	B2.1	2	2	850	50% AMI
625	B1.0	2	2	910	80% AMI
622	B8	2	1	775	50% AMI
620	A7	1	1	610	50% AMI
702	B4	2	1	815	110% AMI
705	A1.1	1	1	695	50% AMI
714	A2.0	1	1	565	50% AMI
717	A6	1	1	530	110% AMI
732	S1.0	0	1	420	110% AMI
733	B1.0	2	2	910	50% AMI
727	B2.1	2	2	850	50% AMI
812	A2.0	1	1	565	50% AMI
821	A4	1	1	600	50% AMI
834	S1.0	0	1	420	50% AMI
831	B2.1	2	2	850	50% AMI
826	A2.1	1	1	515	80% AMI
818	S5	0	1	510	50% AMI
904	B2.0	2	2	865	80% AMI
915	B3	2	2	885	110% AMI
917	A6	1	1	530	110% AMI
932	S1.0	0	1	420	80% AMI
936	S1.0	0	1	420	50% AMI
924	A2.0	1	1	565	50% AMI
928	S2	0	1	445	50% AMI
1016	B4	2	1	815	80% AMI
1012	A2.0	1	1	565	50% AMI
1030	A5	1	1	550	50% AMI
1034	S1.0	0	1	420	80% AMI
1035	B6.0	2	1	815	110% AMI
1020	A7	1	1	610	50% AMI
1115	B3	2	2	885	110% AMI
1110	A3	1	1	580	50% AMI
1121	A4	1	1	600	50% AMI
1137	S1.1	0	1	445	110% AMI
1122	B8	2	1	775	110% AMI
1126	A2.1	1	1	515	80% AMI
1118	S5	0	1	510	110% AMI
1230	A5	1	1	550	50% AMI
1220	A7	1	1	610	110% AMI

B-4 Production Schedule, Description/Depiction  
of Restricted Units

555-585 BRYANT ST

**[INSERT FLOOR PLANS FROM UNIT DESIGNATION**

B-5      Production Schedule, Description/Depiction  
of Restricted Units

555-585 BRYANT ST

**EXHIBIT C****Inclusionary Housing Change of Owner or Agent Request for Rental Below Market Rate (BMR) Units**

Please complete the following information in the case of projects with BMR rental units that have changed ownership or agents. This form applies to affordable rental units produced through the Inclusionary Affordable Housing Program, other sections of the San Francisco Planning Code, or through agreements with the Office of Community Investment and Infrastructure (OCII).

*Please submit this form both in Word form and as a signed PDF.*

**I. GENERAL BUILDING INFORMATION**

Today's Date	
Name of Building	
Address	
City/State/Zip	
MOHCD Project ID (MOHCD can provide)	

**II. PROJECT AND BUILDING REPRESENTATION*****Building Owner Information***

Name of Building Owner	
Building Owner Contact Person	
Building Owner Address (City/State/Zip)	
Building Owner Phone	
Building Owner Email	
What date did the owner assume ownership of the building?	

**Property Management Information**

*Property management firms must have experience in marketing to and working with low- and moderate income renters; language capacity in all City official languages (Spanish, Chinese, Filipino, English); cultural sensitivity and demonstrated awareness of the needs of San Francisco's diverse populations; and have experience with Microsoft Office Suite and similar technology.*

Name of Property Management Firm	
Property Management Contact Person	
Property Management Address (City/State/Zip)	
Property Management Phone	
Property Management Email	
Date of Hire of Property Management Firm	

**III. BUILDING COMPOSITION**

Please list the information below for all **BMR** units owned by this building owner:

	Unit Number	Bedroom Count	Square Feet	Floor #
1	<i>Example: 1A</i>	<i>1 Bedroom</i>	<i>632</i>	<i>1</i>
2	<i>Example: 1B</i>	<i>0 Bedroom</i>	<i>432</i>	<i>6</i>
3				
4				
5				
6				
7				
8				
9				
10				

Please submit this form to:

Sonia Delgado-Schaumberg  
 Mayor's Office of Housing and Community Development  
 1 South Van Ness Avenue, 5<sup>th</sup> Floor  
 San Francisco, CA 94103  
 By email: [sonia.delgado-schaumberg@sfgov.org](mailto:sonia.delgado-schaumberg@sfgov.org)  
 Phone: (415) 701-5540

**IV. CERTIFICATION**

As the owner of the BMR units listed in this document, I certify that the information in this document is correct and true to my knowledge and that I have read and reviewed the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual and the MOHCD Housing Preferences and Lottery Procedures Manual. This information is also available at <http://sfmohcd.org/pricing-and-marketing-inclusionary-units>.

Building Owner (sign) \_\_\_\_\_  
Building Owner (print) \_\_\_\_\_  
Company (print) \_\_\_\_\_  
Date (print) \_\_\_\_\_

## EXHIBIT D

### CITY AND COUNTY OF SAN FRANCISCO MANDATORY CONTRACTING PROVISIONS

The following provisions shall apply to this Regulatory Agreement as if set forth in the body thereof. Capitalized terms used but not defined in this Exhibit shall have the meanings given in this Regulatory Agreement (referred to in this Exhibit D as “Agreement”).

**1. Conflict of Interest.** Through its execution of this Agreement, Owner acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**2. Proprietary or Confidential Information of City and Owner.** Owner and City understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, each party may have access to private or confidential information which may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging.

Owner agrees that all information disclosed by City to Owner shall be held in confidence and used only in performance of the Agreement. Owner shall exercise the same standard of care to protect such information as a reasonably prudent Owner would use to protect its own proprietary data.

At the request of Owner, the City, to the extent permitted by law, shall keep confidential any items that have been identified by Owner to City in writing as confidential. However, such confidentiality cannot be assured and City will not be liable for the public disclosure of any such items.

**3. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Owner acknowledges and agrees that he or she has read and understood this section.

**4. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges Owner not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.



**5. Compliance with Americans with Disabilities Act.** Owner acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through an Owner, must be accessible to the disabled public. Owner shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Owner agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Owner, its employees, agents or assigns will constitute a material breach of this Agreement.

**6. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, Owners' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**7. Limitations on Contributions.** Through execution of this Agreement, Owner acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Owner acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Owner further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Owner's board of directors; Owner's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Owner; any Subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Owner. Additionally, Owner acknowledges that Owner must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Owner further agrees to provide to City the names of each person, entity or committee described above.

**8. Preservative-treated Wood Containing Arsenic.** Owner may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term

“preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Owner may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Owner from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**9. Compliance with Laws.** Owner shall keep itself fully informed of the City’s Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.



## TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County of San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3776**

Lot: **034**

Address: **585 BRYANT ST**

David Augustine, Tax Collector

Dated **November 22, 2024** this certificate is valid for the earlier of 60 days from **November 22, 2024** or **December 31, 2024**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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Block: **3776**

Lot: **038**

Address: **575 BRYANT ST**

David Augustine, Tax Collector

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Block: **3776**

Lot: **039**

Address: **565-567 BRYANT ST**

David Augustine, Tax Collector

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The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3776**

Lot: **040**

Address: **555 BRYANT ST**

David Augustine, Tax Collector

Dated **November 22, 2024** this certificate is valid for the earlier of 60 days from **November 22, 2024** or **December 31, 2024**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.





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The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3776**

Lot: **042**

Address: **40 WELSH ST**

David Augustine, Tax Collector

Dated **November 22, 2024** this certificate is valid for the earlier of 60 days from **November 22, 2024** or **December 31, 2024**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3776**

Lot: **043**

Address: **48-50 WELSH ST**

David Augustine, Tax Collector

Dated **November 22, 2024** this certificate is valid for the earlier of 60 days from **November 22, 2024** or **December 31, 2024**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **3776**

Lot: **044**

Address: **56-58 WELSH ST**

David Augustine, Tax Collector

Dated **November 22, 2024** this certificate is valid for the earlier of 60 days from **November 22, 2024** or **December 31, 2024**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF AND HOLDERS OF RECORD TITLE INTEREST IN THE REAL PROPERTY SUBDIVIDED AND SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

OWNER: BRYANT PROPERTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: STRADACAL I, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MANAGING MEMBER

BY: STRADA CAL I MANAGER, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MANAGER

BY:

NAME: Michael Cohen  
TITLE: AUTHORIZED SIGNATORY

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California

COUNTY OF San Francisco

ON October 8, 2024 2024 BEFORE ME, Dayved Black, NOTARY PUBLIC

PERSONALLY APPEARED Michael Cohen

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature]

NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2374469

MY COMMISSION EXPIRES: 09/01/2025

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Mateo

TAX STATEMENT:

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

CLERK'S STATEMENT:

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY

ITS MOTION NO. \_\_\_\_\_, ADOPTED \_\_\_\_\_, 2024, APPROVED THIS MAP ENTITLED "FINAL MAP 11145".

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THE OFFICE TO BE AFFIXED.

BY: \_\_\_\_\_  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

DATE: \_\_\_\_\_

APPROVALS:

THIS MAP IS APPROVED THIS 15<sup>th</sup> DAY OF November, 2024

BY ORDER NO. 211142

BY: Carla Short

DATE: November 4, 2024

CARLA SHORT  
DIRECTOR OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

APPROVED AS TO FORM:

DAVID CHIU, CITY ATTORNEY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISOR'S APPROVAL:

ON \_\_\_\_\_, 2024, THE BOARD OF SUPERVISOR'S OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED

MOTION NO. \_\_\_\_\_, A COPY OF WHICH IS ON FILE IN THE OFFICE

OF THE BOARD OF SUPERVISOR'S IN FILE NO. \_\_\_\_\_

CITY AND COUNTY SURVEYOR'S STATEMENT:

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

WILLIAM E. BLACKWELL JR., PLS 8251  
ACTING CITY AND COUNTY SURVEYOR  
CITY AND COUNTY OF SAN FRANCISCO

BY: William E. Blackwell Jr.

DATE: 10/18/24



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRYANT PROPERTY, LLC ON JULY 27, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: David B. Ron

DATE: 10/4/24

DAVID B. RON  
PLS No. 8954



RECORDER'S STATEMENT:

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,

AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF FINAL MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF MARTIN M. RON ASSOCIATES.

SIGNED: \_\_\_\_\_

COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

FINAL MAP 11145

A 501 RESIDENTIAL UNIT NEW CONDOMINIUM PROJECT, BEING A MERGER AND SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 1, 2021, DOCUMENT NO. 2021105482, OFFICIAL RECORDS; IN THAT CERTAIN GRANT DEED RECORDED JULY 1, 2021, DOCUMENT NO. 2021105483, OFFICIAL RECORDS; AND IN THAT CERTAIN JUDGMENT RECORDED OCTOBER 24, 2022, DOCUMENT NO. 2022096183, OFFICIAL RECORDS.

BEING A PORTION OF 100 VARA BLOCK NO. 367

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.

Land Surveyors  
859 Harrison Street, Suite 200  
San Francisco California

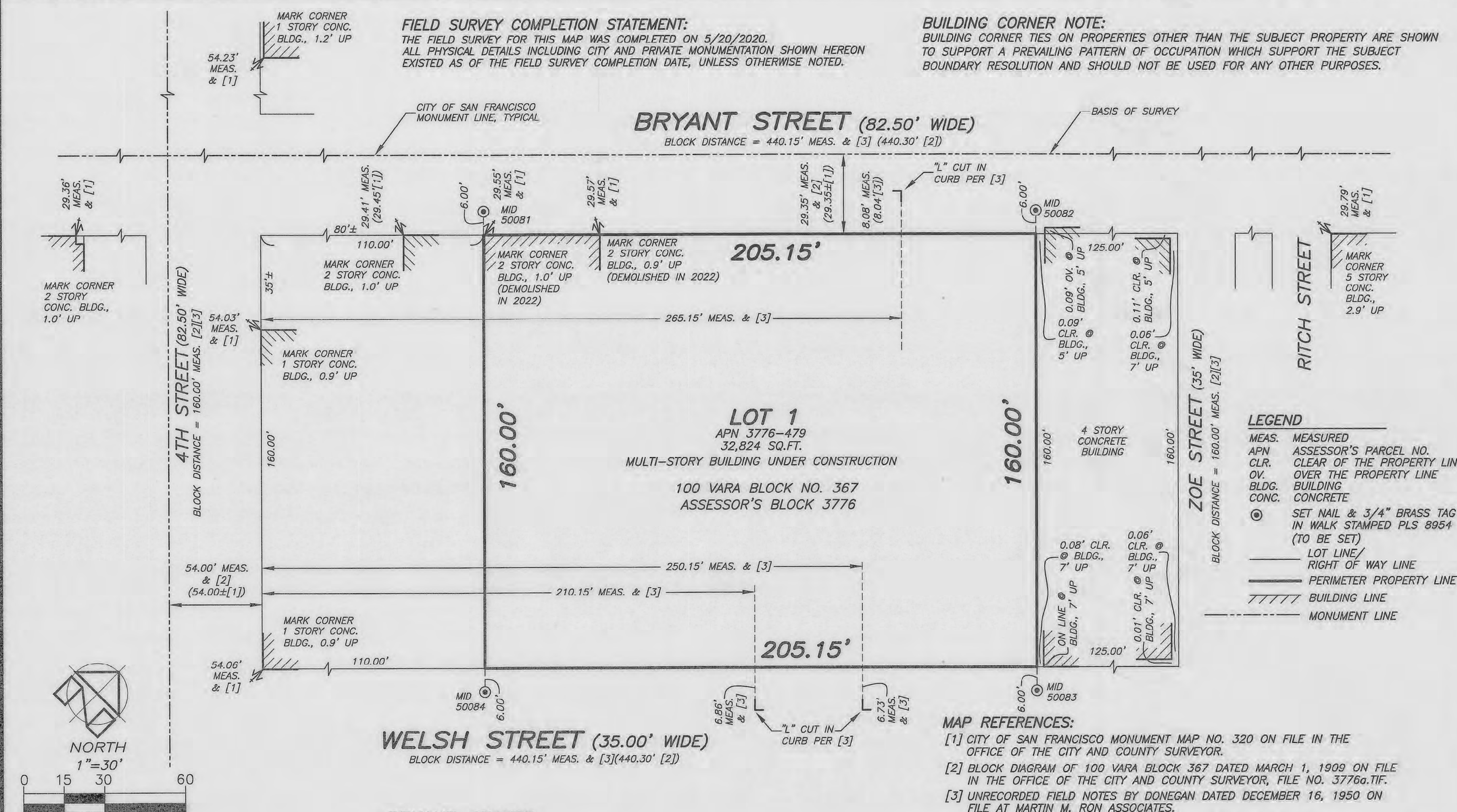
OCTOBER 2024

SHEET 1 OF 2

APNs 3776-034, 3776-038,  
3776-039, 3776-040,  
3776-042, 3776-043, & 3776-044

555 BRYANT STREET





**GENERAL NOTES:**

a) THIS MAP IS THE SURVEY MAP PORTION OF THE CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF 501 DWELLING UNITS.

b) ALL INGRESS(ES), EGRESS(ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

c) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

(i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND

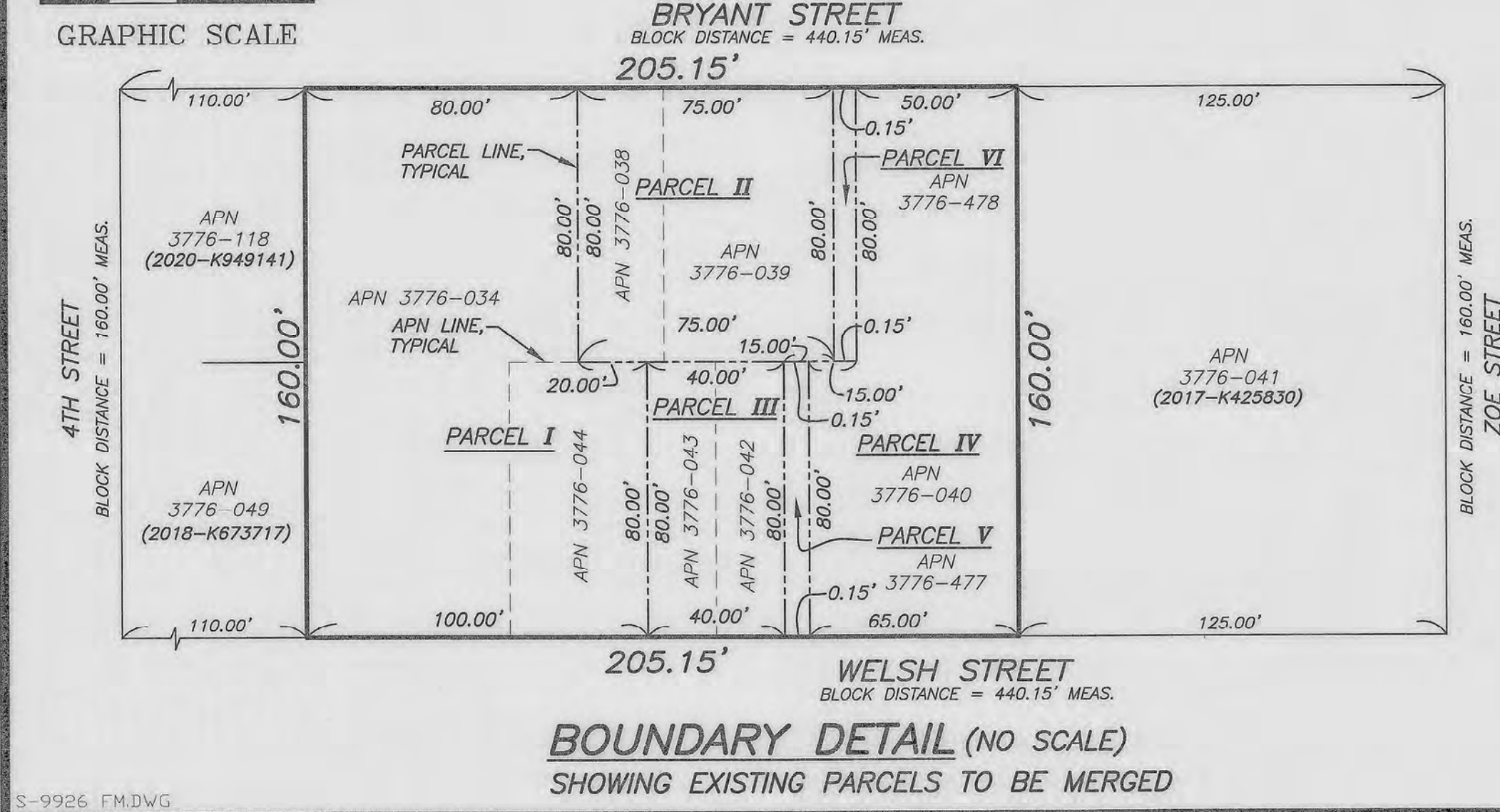
(ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES

d) IN THE EVENT THE AREAS IDENTIFIED IN (c) (ii) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY.

e) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

f) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER BRYANT AND WELSH STREETS, ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

g) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.



**ASSESSOR'S PARCEL NUMBERS FOR PROPOSED CONDOMINIUM UNITS**

LOT NO.	CONDOMINIUM UNIT NO.	PROPOSED ASSESSOR'S PARCEL NUMBER
LOT 1	1 THRU 501	APN 3776-480 THRU 3776-980

NOTE: THE PROPOSED ASSESSOR'S PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

## FINAL MAP 11145

A 501 RESIDENTIAL UNIT NEW CONDOMINIUM PROJECT, BEING A MERGER AND SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 1, 2021, DOCUMENT NO. 2021105482, OFFICIAL RECORDS; IN THAT CERTAIN GRANT DEED RECORDED JULY 1, 2021, DOCUMENT NO. 2021105483, OFFICIAL RECORDS; AND IN THAT CERTAIN JUDGMENT RECORDED OCTOBER 24, 2022, DOCUMENT NO. 2022096183, OFFICIAL RECORDS.

BEING A PORTION OF 100 VARA BLOCK NO. 367  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA  
**MARTIN M. RON ASSOCIATES, INC.**  
Land Surveyors  
859 Harrison Street, Suite 200  
San Francisco California



**From:** [Mapping, Subdivision \(DPW\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [MARQUEZ, JENINE \(CAT\)](#); [SKELLEN, LAUREN \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [Rems, Jacob \(DPW\)](#); [Dehghani, Jessica \(DPW\)](#); [Schneider, Ian \(DPW\)](#); [Blackwell, William \(DPW\)](#); [TOM, CHRISTOPHER \(CAT\)](#)  
**Subject:** Final Map No.11145\_555 Bryant Street BOS Submittal  
**Date:** Friday, November 15, 2024 8:26:47 AM  
**Attachments:** [Order211142.docx.pdf](#)  
[11145 DCP Conditional 2022-003529SUB.pdf](#)  
[Recorded Regulatory Agreement 555 Bryant Regulatory Agreement.pdf](#)  
[Tax Certificate 3776-034.pdf](#)  
[Tax Certificate 3776-038.pdf](#)  
[Tax Certificate 3776-039.pdf](#)  
[Tax Certificate 3776-040.pdf](#)  
[Tax Certificate 3776-042.pdf](#)  
[Tax Certificate 3776-043.pdf](#)  
[Tax Certificate 3776-044.pdf](#)  
[11145 SIGNED MYLAR 20241106 .pdf](#)  
[11145 Signed Motion 20241105.pdf](#)  
[11145 Motion 20241101.doc](#)

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**Email 1:**

To: Board of Supervisors,

The following map is being forwarded to you for your information, as this map will be in front of you for approval at the December 03, 2024, meeting. The signed mylar was already dropped off by the City Attorney's office today.

RE: Final Map Signature for 555 Bryant Street, PID:11145

Regarding: BOS Approval for Final Map

APN: 3776/034, 038, 039, 040, 042, 043, 044

Project Type: A 501 Residential Unit New Condominium Project

See attached documents:

- PDF of signed DPW Order
- PDF of DCP Conditional Approval Letter and Conditions
- PDF of current Tax Certificate
- PDF of signed mylar map
- Word document of Motion and signed Motion

If you have any questions regarding this submittal, please feel free to contact William Blackwell by email at [William.Blackwell@sfdpw.org](mailto:William.Blackwell@sfdpw.org).

Kind regards,

Jessica Dehghani | Subdivision and Mapping  
Bureau of Street Use & Mapping | San Francisco Public Works  
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103  
[Jessica.Dehghani@sfdpw.org](mailto:Jessica.Dehghani@sfdpw.org)



**From:** [Mapping, Subdivision \(DPW\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [MARQUEZ, JENINE \(CAT\)](#); [SKELLEN, LAUREN \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [Rems, Jacob \(DPW\)](#); [Dehghani, Jessica \(DPW\)](#); [Schneider, Ian \(DPW\)](#); [Blackwell, William \(DPW\)](#); [TOM, CHRISTOPHER \(CAT\)](#)  
**Subject:** Final Map No.11145\_555 Bryant Street\_BOS Submittal Email 2  
**Date:** Friday, November 15, 2024 8:28:32 AM  
**Attachments:** [555-585 Bryant\\_HSD Approval Memo Signed\\_06302021\\_reduced\\_.pdf](#)

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**Email 2:**

To: Board of Supervisors,

The following map is being forwarded to you for your information, as this map will be in front of you for approval at the December 03, 2024, meeting. The signed mylar was already dropped off by the City Attorney's office today.

The following map is being forwarded to you for your review.

RE: Final Map Signature for 555 Bryant Street, PID:11145

Regarding: BOS Approval for Final Map  
APN: 3776/034, 038, 039, 040, 042, 043, 044  
Project Type: A 501 Residential Unit New Condominium Project

See attached documents:

- Notice of Approval of a Housing Sustainability District Project

I will drop off the mylar and supporting documents this week for your retrieval in City Hall. If you have any questions regarding this submittal, please feel free to contact William Blackwell by email at [William.Blackwell@sfdpw.org](mailto:William.Blackwell@sfdpw.org).

Kind regards,

Jessica Dehghani | Subdivision and Mapping  
Bureau of Street Use & Mapping | San Francisco Public Works  
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103  
[Jessica.Dehghani@sfdpw.org](mailto:Jessica.Dehghani@sfdpw.org)