

File No. 171257

Committee Item No. 3  
Board Item No. 40

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation  
Board of Supervisors Meeting:

Date: April 2, 2018  
Date: APRIL 10, 2018

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" 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 type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

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

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Irrevocable Offer of Easement - 923 Folsom Sidewalk</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Easement Agreement</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Public Works Order No. 186647 - October 31, 2017</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Planning Commission Motion No. 19205 - July 24, 2014</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>MMRP - 923 Folsom Street</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Department Referral - December 5, 2017</u>

Completed by: John Carroll  
Completed by: V Young

Date: March 30, 2018  
Date: 4/3/18

1 [Easement Acceptance - Public Sidewalk Easement Along Shipley Street Adjacent to 923  
2 Folsom Street]

3 **Resolution accepting a public sidewalk easement on Shipley Street adjacent to the**  
4 **development project at 923 Folsom Street, adopting the Public Works Order**  
5 **concerning the easement; making findings under the California Environmental Quality**  
6 **Act; and adopting findings that the sidewalk easement is consistent with the General**  
7 **Plan, and the eight priority policies of Planning Code, Section 101.1.**

8  
9 WHEREAS, On September 22, 2017, 923 Folsom Acquisition LLC, a limited liability  
10 company, made an irrevocable offer ("Offer") of a public sidewalk easement over its property  
11 facing Shipley Street; and

12 WHEREAS, Copies of said Offer and the public sidewalk easement are on file with the  
13 Clerk of the Board of Supervisors in File No. 171257 and are incorporated herein by  
14 reference; and

15 WHEREAS, In Public Works Order No. 186647 (the "Order"), dated October 31, 2017,  
16 the Public Works Director (the "Director") determined and the City Engineer certified that the  
17 improvements have been constructed in accordance with all City codes, regulations, and  
18 standards, and that they are ready for their intended use; and

19 WHEREAS, In his Order, the Director also recommended that the public interest,  
20 convenience, and necessity require that the City obtain a non-exclusive easement for  
21 pedestrian passage on, over, under, and within that portion of Shipley Street fronting the  
22 development project at 923 Folsom Street and that the Board of Supervisors accept the Offer  
23 and the public sidewalk easement; and

24 WHEREAS, A copy of the Director's Order is on file with the Clerk of the Board of  
25 Supervisors in File No. 171257 and is incorporated herein by reference; and

1 WHEREAS, The Board adopts the findings of the Director as its own; and

2 WHEREAS, On July 24, 2014, the Planning Commission in Motion No. 19205  
3 (Planning Case No. 2012.1333X), authorized a Large Project Authorization for 923 Folsom  
4 Street (subject to conditions of approval and a mitigation monitoring and reporting program),  
5 and incorporated its prior findings under the California Environmental Quality Act for the  
6 Eastern Neighborhoods Plan (Motion No. 17661) and determined that no further  
7 environmental review was required; and

8 WHEREAS, This Board has reviewed the Eastern Neighborhoods Area Plan Final  
9 Environmental Impact Report, and Planning Motion No. 19205 is on file with the Clerk of the  
10 Board of Supervisors in File No. 171257 and the CEQA findings contained in Planning Motion  
11 No. 19205 are incorporated herein by reference; now, therefore, be it

12 RESOLVED, The Board of Supervisors has reviewed and approves Order No. 186647,  
13 dated October 31, 2017, which includes the City Engineer's certification and Director's  
14 recommendation concerning the acceptance of the Offer and public sidewalk easement; and,  
15 be it

16 FURTHER RESOLVED, The Board of Supervisors adopts as its own the Planning  
17 Commission environmental findings and the General Plan, and Planning Code, Section 101.1  
18 consistency findings for the reasons set forth in the Planning Commission Motion No. 19205;  
19 and, be it

20 FURTHER RESOLVED, The Board of Supervisors accepts the Offer and public  
21 sidewalk easement from 923 Folsom Acquisition LLC; and, be it

22 FURTHER RESOLVED, The Board of Supervisors hereby delegates authority to the  
23 Director of Property to execute the public sidewalk easement, and to enter into any  
24 amendments or modifications to the easement that the Director of Property, in consultation  
25 with the City Attorney and the Director, determines are necessary or advisable to effectuate

1 the purposes of the public sidewalk easement or this Resolution, and are in compliance with  
2 all applicable laws; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
4 ~~executed by all parties, the Real Estate Division shall provide the agreement to the Clerk of~~  
5 the Board for inclusion into the official file.  
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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue, Suite 400  
San Francisco CA 94102

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**IRREVOCABLE OFFER OF EASEMENT FOR PUBLIC SIDEWALK PURPOSES**  
**(Portion of 923 Folsom sidewalk)**

923 Folsom Acquisition LLC, a Delaware limited liability company ("923 Folsom") does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation ("City"), and its successors and assigns, for the benefit of the public, a nonexclusive, irrevocable easement solely for pedestrian access, passage, ingress, and egress for public sidewalk purposes ("Easement") on, over, and within that certain portion of Assessor's Block 3753, Lot 141, as set forth in the easement agreement in the form attached hereto as Exhibit C ("Easement Agreement") and more particularly described and depicted as "Legal Description of Easement Area" and "Plat of Easement Area", attached as Exhibit A and Exhibit B, respectively, to this instrument ("Easement Area"), excluding and being reserved by and unto 923 Folsom, its successors and assigns, any and all rights as specifically set forth in the Easement Agreement. It is understood that 923 Folsom, and its successors and assigns, shall have the right to use the foregoing described Easement Area for any and all purposes that do not unreasonably interfere with the City's use of the Easement Area.

With respect to this offer of this Easement on, over, and within the Easement Area, it is understood and agreed that (i) upon acceptance of this offer of the Easement, the City shall have the easement rights set forth in the Easement Agreement and 923 Folsom shall be responsible for maintenance of the offered Easement Area, including the maintenance obligation of fronting property owners pursuant to the Public Works Code, including, but not limited to, Public Works Code Section 706, and (ii) the City and its successors and assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of the Easement, and, except as may be provided by separate instrument or the Easement Agreement, shall not assume any responsibility for the Easement Area in accordance with Public Works Code Section 706 or a successor ordinance.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22 day of September, 2017.

923 FOLSOM ACQUISITION LLC,

By: Brett T. Kahn  
Name: Executive Director  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Los Angeles

On September 22, 2017 before me, Elizabeth Solano, Notary Public

(here insert name and title of the officer)

personally appeared

Brett T. Kahn

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.



(Notary Seal)

Elizabeth Solano  
Signature of Notary Public

**EXHIBIT A**

**Legal Description of Easement Area**



**ENGINEERS  
SURVEYORS  
PLANNERS**

July 8, 2016  
BKF No. 20130015-76

**LEGAL DESCRIPTION  
EXHIBIT A  
1.00 FOOT WIDE SIDEWALK EASEMENT**

All that certain real property situated in the City and County of San Francisco, State of California, being a portion of parcels 1, 2, and 3 as described in that certain Grant Deed recorded April 1, 2015, as Document Number 2015-K041040-00, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at a point on the northerly line of Shipley Street, distant thereon 100.00 feet westerly from the westerly line of 5<sup>th</sup> Street, said point being the **TRUE POINT OF BEGINNING** of this description;

Thence westerly along said northerly line of Shipley Street, 175.00 feet to the southerly prolongation of the easterly line Parcel B as shown on that certain Parcel Map 6314 filed in Book 48 of Parcel Maps at Pages 121 through 122 in the Office of the Recorder of the City and County of San Francisco;

Thence at a right angle northerly along said prolongation, 1.00 feet;

Thence leaving said prolongation at a right angle easterly, 175.00 feet to the easterly line of Parcel 1 as described in said Grant Deed.

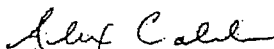
Thence along said easterly line at a right angle southerly, 1.00 feet to the **TRUE POINT OF BEGINNING**.

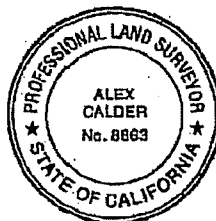
Containing an area of 175 square feet, more or less.

Being part of 100 Vara Block Number 383.

A plat showing the above-described parcel is attached herein and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

  
Alex M. Calder, PLS 8863

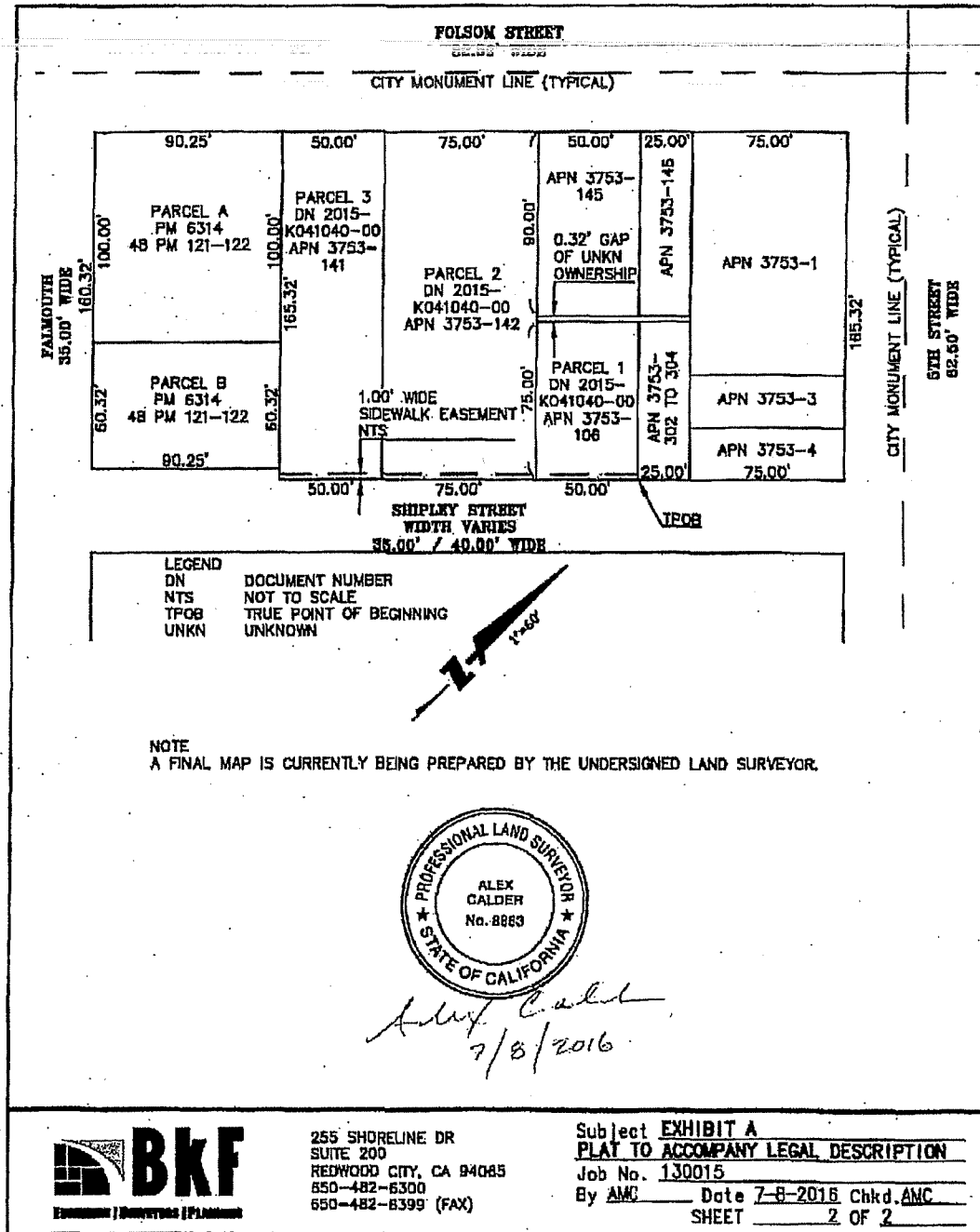


7/8/2016  
Dated

**END OF DESCRIPTION**

**EXHIBIT B**

**Plat of Easement Area**







easement on, over, and within the Easement Area solely for pedestrian access, passage, ingress, and egress for public sidewalk purposes ("Public Sidewalk Easement"). The Easement Area shall be free of any obstructions, except for those specific architectural and utility features either shown within the Easement Area on the attached Plat or otherwise approved by the Department of Building Inspection pursuant to City-issued permits. The Easement Area and the sidewalk and curb improvements thereon shall be subject to the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. City acknowledges that the easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, tenants and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Public Sidewalk Easement. Grantor and any subsequent fee owner of the Burdened Property shall, during such party's fee ownership of the Burdened Property, maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions (including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks), except for temporary obstructions reasonably required (i) in connection with the installation, maintenance, repair or replacement of structural elements of or utility facilities serving the improvements now or hereafter located on the Burdened Property, pursuant to City-issued permits (provided that the improvements to the Easement Area shall be promptly restored) or (ii) as needed for such activities not requiring City-issued permits, such as window-washing, which may require a limited use of the Easement Area for a temporary and reasonable period.

3. Term of Easement. The term of the Public Sidewalk Easement described in Section 1 of this Agreement shall be perpetual. City, may, however, terminate the Public Sidewalk Easement at any time as to all or any portion of the Easement Area by written notice to the Grantor and the City shall issue a Quitclaim Deed to confirm such termination at such time.

4. Condition of Burdened Property and Easement Area.

(a) As-Is. Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Burdened Property, including, without limitation, the Easement Area, and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Public Sidewalk Easement granted herein shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Easement Area for the uses permitted under Section 2 above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Public Sidewalk Easement granted herein.

(b) No Interference. Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Burdened Property, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Burdened Property through any such party, shall construct or permit any structures on the Easement Area that would interfere with or obstruct the use of the Easement Area for the Public Sidewalk Easement without the City's prior written approval, which City may withhold in its sole discretion.

(c) Maintenance. Grantor shall maintain the Easement Area, including, without limitation, the sidewalk and curb improvements thereon, in a safe condition and in such physical

condition as specified in City's Public Works Code, and in accordance with San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalks or sidewalk areas, including curbs and vegetation maintenance. Grantor shall perform such repair and maintenance at Grantor's expense and to the reasonable satisfaction of City.

5. No Liability; Indemnity.

(a) No Liability. City, by acceptance of the Public Sidewalk Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except only such injury or damage as is caused exclusively by the willful misconduct or gross negligence of the City.

(b) Indemnification. Subject to Section 19 hereof, Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property (collectively called "Indemnitors"), shall defend, hold harmless and indemnify the City, including but not limited to all of its boards, commissions, departments, agencies and other subdivisions, and their respective officers, directors, commissioners, employees and agents (collectively, "Indemnified Parties"), of and all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation attorneys fees) (collectively, "Indemnified Claims"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement Area or actions on the Easement Area by or on behalf of any Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined below) by any party other than any of the Indemnified Parties on or about the Easement Area, except where such condition was at any time caused by migration of a Hazardous Material from another property that was owned, operated or controlled at the time of such migration by the Indemnified Party seeking indemnification; however, Indemnitors shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Subject to Section 19 hereof, Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

6. Enforcement. City, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Public Sidewalk Easement and the terms of this Agreement (including, but not limited to, remedies for violation of a building permit or San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement by Grantor or any successor fee owner of the Burdened Property, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City's Attorneys. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

8. Time. Time is of the essence of this Agreement and each and every part hereof.

9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and City, or the respective successors and assigns of each.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

13. Notices.

(a) Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Grantor: 923 Folsom Acquisition LLC  
c/o Align Real Estate  
One California, 4th Floor  
San Francisco, CA 94111  
(415) 351-9842  
Attention: Julian Marsh

With a copy to: Reuben, Junius & Rose, LLP  
One Bush Street, Suite 600  
San Francisco, CA 94104  
Attention: Andrew J. Junius

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

with copies to: City Attorney, City of San Francisco  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attention: Public Works General Counsel

and to: Director of Property  
Real Estate Department  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94108

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(b) Construction Notices. Grantor shall provide prior written notice to City of any planned construction or installation activities in or affecting the Easement Area to City at the following address:

Bureau Chief of Street Use and Mapping  
c/o Director's Office

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

~~14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive~~  
benefit of Grantor and City and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and City. Nothing herein shall be deemed a dedication of any portion of the Burdened Property (including, without limitation, the Easement Area) to or for the benefit of the general public.

15. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement which is the subject matter of this Agreement.

17. Compliance With Laws. Grantor, at Grantor's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Easement Area, now in force or hereafter adopted, with respect to the use by the public of the Easement Area under the authority of the easement herein granted.

18. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

19. Burden on Land: Assignment and Release of Liability. The Public Sidewalk Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns. In the event of the conveyance of fee title to the entire Burdened Property from Grantor or any successor fee owner of the Burdened Property to a third party (each, an "Acquiring Party"), then from and after the date of such conveyance, Grantor or such successor fee owner, as applicable, shall be released from all of its respective obligations and liability under this Agreement thereafter accruing and such Acquiring Party shall automatically assume all the obligations of Grantor or such successor fee owner, as

applicable, under this Agreement at the time such Acquiring Party acquires fee interest of the Burdened Property. In connection with any such conveyance of fee title, Grantor or such successor fee owner, as applicable, and such Acquiring Party shall execute and deliver to the City a written assignment and assumption agreement; provided, however, that the failure of any party to execute or deliver such an agreement shall not affect the automatic transfer and assumption of obligations and liability under this Agreement by such Acquiring Party.

20. Survival. All representations, warranties, and waivers given or made hereunder shall survive termination of this Agreement.

[No further text this page.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on  
2017.

<b>CITY:</b>	<b>GRANTOR:</b>
<b>CITY AND COUNTY OF SAN FRANCISCO</b> , a municipal corporation	<b>923 FOLSOM ACQUISITION LLC</b> , A Delaware limited liability company
By: _____ JOHN UPDIKE Director of Property	By: _____ Name: _____ Title: _____
<b>APPROVED AS TO FORM:</b>  DENNIS HERRERA, City Attorney  By: _____ Deputy City Attorney <b>DESCRIPTION CHECKED/APPROVED:</b>  _____  Bruce Storrs P.L.S.                      Date City and County Surveyor City and County of San Francisco LS 6914 Expires _____	



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

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

WITNESS my hand and official seal.

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

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

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

WITNESS my hand and official seal.

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

(Notary Seal)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the grantor to the City and County of San Francisco, a charter city and county, is hereby accepted by order of its Board of Supervisors' Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

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

**CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
**JOHN UPDIKE**  
Director of Property

**EXHIBIT A**

**Legal Description of Bounded Property**

**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

**PARCEL ONE:**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SHIPLEY STREET, DISTANT THEREON 100 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

**PARCEL TWO:**

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 150 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; AND RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF FOLSOM STREET 75 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 75 FEET; AND THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

**PARCEL THREE:**

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 225 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FOLSOM STREET 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

APN: Lot 106; Block 3753 (Parcel One), Lot 142; Block 3753 (Parcel Two) and Lot 141; Block 3753 (Parcel Three).

**EXHIBIT B-1**

**Legal Description of Easement Area**



**ENGINEERS  
SURVEYORS  
PLANNERS**

July 8, 2016  
BKF No. 20130015-76

**LEGAL DESCRIPTION  
EXHIBIT A  
1.00 FOOT WIDE SIDEWALK EASEMENT**

All that certain real property situated in the City and County of San Francisco, State of California, being a portion of parcels 1, 2, and 3 as described in that certain Grant Deed recorded April 1, 2015, as Document Number 2015-K041040-00, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at a point on the northerly line of Shipley Street, distant thereon 100.00 feet westerly from the westerly line of 5<sup>th</sup> Street, said point being the **TRUE POINT OF BEGINNING** of this description;

Thence westerly along said northerly line of Shipley Street, 175.00 feet to the southerly prolongation of the easterly line Parcel B as shown on that certain Parcel Map 6314 filed in Book 48 of Parcel Maps at Pages 121 through 122 in the Office of the Recorder of the City and County of San Francisco;

Thence at a right angle northerly along said prolongation, 1.00 feet;

Thence leaving said prolongation at a right angle easterly, 175.00 feet to the easterly line of Parcel 1 as described in said Grant Deed;

Thence along said easterly line at a right angle southerly, 1.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 175 square feet, more or less.

Being part of 100 Van Hook Number 353.

A plat showing the above-described parcel is attached herein and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

  
Alex M. Calder, PLS #863

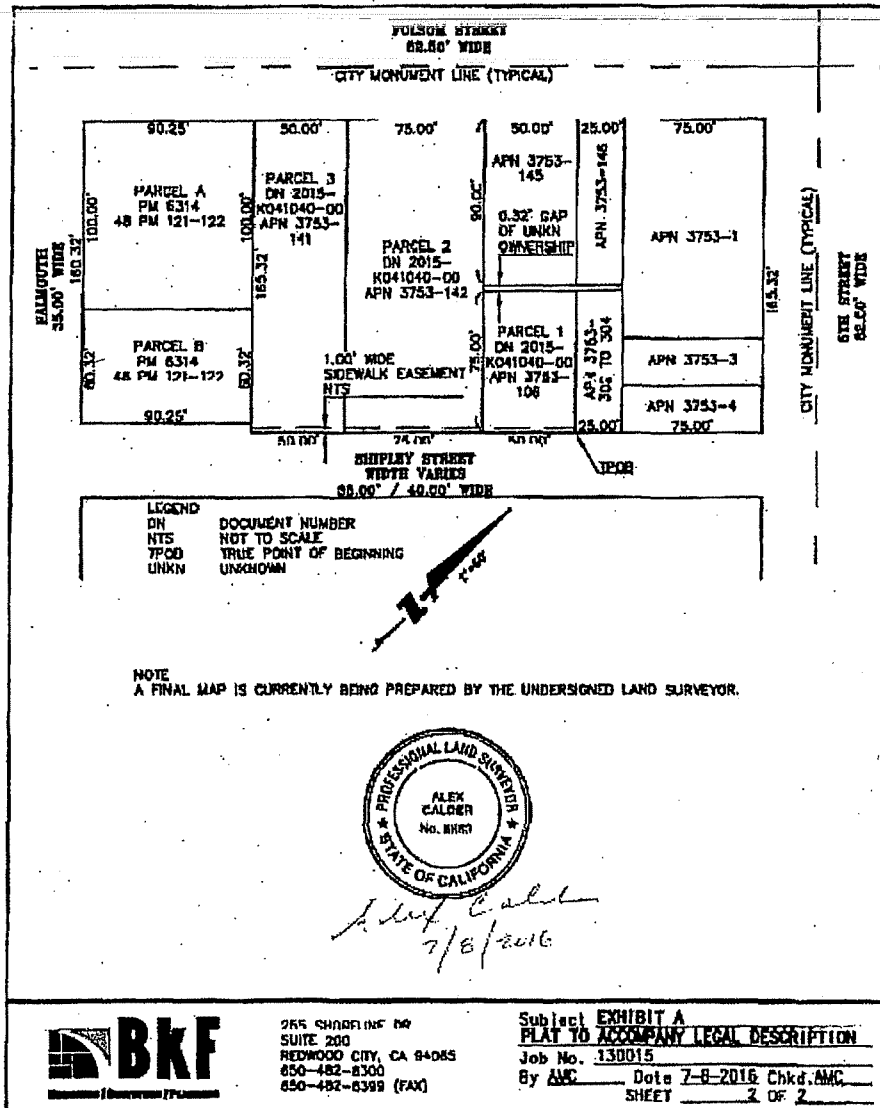


7/8/2016  
Dated

**END OF DESCRIPTION**

# EXHIBIT B-2

## Plat of Easement Area



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

The undersigned hereby declares this instrument to  
be exempt from Recording Fees (CA Govt. Code  
§27383) and Documentary Transfer Tax (CA Rev.  
& Tax Code § 11922)

(Space above this line reserved for Recorder's use only)

**EASEMENT AGREEMENT**  
**(Public Sidewalk Easement)**

This Easement Agreement ("**Agreement**") is made by and between 923 Folsom Acquisition LLC, a Delaware limited liability company ("**Grantor**"), and the City and County of San Francisco, a municipal corporation ("**City**"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, commonly known as 923 Folsom Street, described more particularly in **Exhibit A** attached to this Agreement (the "**Burdened Property**").

B. City desires an easement for pedestrian passage on, over and within that portion of the Burdened Property more particularly described in **Exhibit B-1** attached to this Agreement (the "**Easement Area**") and generally depicted as "Proposed Easement" on the Plat to Accompany Legal Description Public Sidewalk Easement ("**Plat**") attached as **Exhibit B-2** to this Agreement.

C. Grantor made an irrevocable offer of dedication of an easement to the City for public sidewalk purposes on, over, and within the Easement Area, subject to the terms set forth in this Agreement, and City accepted such offer of dedication subject to the covenants and restrictions set forth herein.

D. This Agreement is entered into by Grantor and City in order to provide the terms and conditions of the Public Sidewalk Easement (defined in Section 1 below), and among other matters, this Agreement prohibits the construction of any permanent structures within the Easement Area that are not consistent with the use of the Easement Area for the Public Sidewalk Easement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Public Sidewalk Easement. Subject to the provisions of this Agreement, Grantor hereby grants in perpetuity to City for the benefit of the public a nonexclusive, irrevocable easement on, over, and within the Easement Area solely for pedestrian access, passage, ingress, and egress for public sidewalk purposes ("**Public Sidewalk Easement**"). The Easement Area shall be free of any obstructions, except for those specific architectural and utility features either shown within the Easement Area on the attached Plat or otherwise approved by the Department of Building Inspection pursuant to City-issued permits. The Easement Area and the sidewalk and curb improvements thereon shall be subject to the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. City acknowledges that the easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, tenants and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Public Sidewalk Easement. Grantor and any subsequent fee owner of the Burdened Property shall, during such party's fee ownership of the Burdened Property, maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions (including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks), except for temporary obstructions reasonably required (i) in connection with the installation, maintenance, repair or replacement of structural elements of or utility facilities serving the improvements now or hereafter located on the Burdened Property, pursuant to City-issued permits (provided that the improvements to the Easement Area shall be promptly restored) or (ii) as needed for such activities not requiring City-issued permits, such as window-washing, which may require a limited use of the Easement Area for a temporary and reasonable period.

3. Term of Easement. The term of the Public Sidewalk Easement described in Section 1 of this Agreement shall be perpetual. City, may, however, terminate the Public Sidewalk Easement at any time as to all or any portion of the Easement Area by written notice to the Grantor and the City shall issue a Quitclaim Deed to confirm such termination at such time.

4. Condition of Burdened Property and Easement Area.

(a) As-Is. Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Burdened Property, including, without limitation, the Easement Area, and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Public Sidewalk Easement granted herein shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Easement Area for the uses permitted under Section 2 above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Public Sidewalk Easement granted herein.

(b) No Interference. Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Burdened Property, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Burdened Property through any such party, shall construct or permit any structures on the Easement Area that would interfere with or obstruct the use of the Easement Area for the Public Sidewalk



Easement without the City's prior written approval, which City may withhold in its sole discretion.

(c) Maintenance. Grantor shall maintain the Easement Area, including, without limitation, the sidewalk and curb improvements thereon, in a safe condition and in such physical condition as specified in City's Public Works Code, and in accordance with San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalks or sidewalk areas, including curbs and vegetation maintenance. Grantor shall perform such repair and maintenance at Grantor's expense and to the reasonable satisfaction of City.

#### 5. No Liability; Indemnity.

(a) No Liability. City, by acceptance of the Public Sidewalk Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except only such injury or damage as is caused exclusively by the willful misconduct or gross negligence of the City.

(b) Indemnification. Subject to Section 19 hereof, Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property (collectively called "**Indemnitors**"), shall defend, hold harmless and indemnify the City, including but not limited to all of its boards, commissions, departments, agencies and other subdivisions, and their respective officers, directors, commissioners, employees and agents (collectively, "**Indemnified Parties**"), of and all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation attorneys fees) (collectively, "**Indemnified Claims**"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement Area or actions on the Easement Area by or on behalf of any Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined below) by any party other than any of the Indemnified Parties on or about the Easement Area, except where such condition was at any time caused by migration of a Hazardous Material from another property that was owned, operated or controlled at the time of such migration by the Indemnified Party seeking indemnification; however, Indemnitors shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Subject to Section 19 hereof, Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a

significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

6. Enforcement. City, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Public Sidewalk Easement and the terms of this Agreement (including, but not limited to, remedies for violation of a building permit or San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement by Grantor or any successor fee owner of the Burdened Property, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City's Attorneys. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

8. Time. Time is of the essence of this Agreement and each and every part hereof.

9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and City, or the respective successors and assigns of each.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

13. Notices.

(a) Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Grantor:	923 Folsom Acquisition LLC c/o Align Real Estate One California, 4th Floor San Francisco, CA 94111 (415) 351-9842 Attention: Julian Marsh
With a copy to:	Reuben, Junius & Rose, LLP One Bush Street, Suite 600 San Francisco, CA 94104 Attention: Andrew J. Junius
City:	Director of Department of Public Works Department of Public Works City and County of San Francisco Room 348, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102
with copies to:	City Attorney, City of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attention: Public Works General Counsel
and to:	Director of Property Real Estate Department 25 Van Ness Avenue, Suite 400 San Francisco, California 94108

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the

date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(b) Construction Notices. Grantor shall provide prior written notice to City of any planned construction or installation activities in or affecting the Easement Area to City at the following address:

Bureau Chief of Street Use and Mapping  
c/o Director's Office  
Department of Public Works  
City and County of San Francisco  
Room 348, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and City and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and City. Nothing herein shall be deemed a dedication of any portion of the Burdened Property (including, without limitation, the Easement Area) to or for the benefit of the general public.

15. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement which is the subject matter of this Agreement.

17. Compliance With Laws. Grantor, at Grantor's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Easement Area, now in force or hereafter adopted, with respect to the use by the public of the Easement Area under the authority of the easement herein granted.

18. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

19. Burden on Land; Assignment and Release of Liability. The Public Sidewalk Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns. In the event of the conveyance of fee title to the entire Burdened Property from Grantor or any successor fee owner of the Burdened Property to a third party (each, an "*Aquiring Party*"), then from and after the date of such conveyance, Grantor or such successor fee owner, as applicable, shall be released from all of its respective obligations and liability under this Agreement thereafter accruing and such Aquiring Party shall automatically assume all the obligations of Grantor or such successor fee owner, as applicable, under this Agreement at the time such Aquiring Party acquires fee interest of the Burdened Property. In connection with any such conveyance of fee title, Grantor or such successor fee owner, as applicable, and such Aquiring Party shall execute and deliver to the City a written assignment and assumption agreement; provided, however, that the failure of any party to execute or deliver such an agreement shall not affect the automatic transfer and assumption of obligations and liability under this Agreement by such Aquiring Party.

20. Survival. All representations, warranties, and waivers given or made hereunder shall survive termination of this Agreement.

[No further text this page.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on \_\_\_\_\_, 2017.

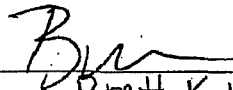
CITY:

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

GRANTOR:

923 FOLSOM ACQUISITION LLC,  
A Delaware limited liability company

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

By:   
Name: Brett Kahn  
Title: Executive Director

APPROVED AS TO FORM:

DENNIS HERRERA,  
City Attorney

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

Deputy City Attorney  
DESCRIPTION CHECKED/APPROVED:

\_\_\_\_\_  
Bruce Storrs P.L.S.                      Date  
City and County Surveyor  
City and County of San Francisco  
LS 6914  
Expires \_\_\_\_\_

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 Los Angeles ) ss  
~~San Francisco~~ )

On March 13, 2017, before me, Elizabeth Solano, a notary public in and for said State, personally appeared Brytt Kahn, 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

Elizabeth Solano

(Seal)



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

State of California )  
 ) ss  
County of San Francisco )

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

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

WITNESS my hand and official seal.

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

(Notary Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the grantor to the City and County of San Francisco, a charter city and county, is hereby accepted by order of its Board of Supervisors' Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

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

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

10/15/2015

**EXHIBIT A**

**Legal Description of Burdened Property**

**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

**PARCEL ONE:**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SHIPLEY STREET, DISTANT THEREON 100 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

**PARCEL TWO:**

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 150 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; AND RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF FOLSOM STREET 75 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 75 FEET; AND THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

**PARCEL THREE:**

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 225 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FOLSOM STREET 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

APN: Lot 106; Block 3753 (Parcel One), Lot 142; Block 3753 (Parcel Two) and Lot 141; Block 3753 (Parcel Three)

**EXHIBIT B-1**

**Legal Description of Easement Area**



**ENGINEERS  
SURVEYORS  
PLANNERS**

July 8, 2016  
BKF No. 20130015-76

**LEGAL DESCRIPTION  
EXHIBIT A  
1.00 FOOT WIDE SIDEWALK EASEMENT**

All that certain real property situated in the City and County of San Francisco, State of California, being a portion of parcels 1, 2, and 3 as described in that certain Grant Deed recorded April 1, 2015, as Document Number 2015-K041040-00, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at a point on the northerly line of Shipley Street, distant thereon 100.00 feet westerly from the westerly line of 5<sup>th</sup> Street, said point being the **TRUE POINT OF BEGINNING** of this description;

Thence westerly along said northerly line of Shipley Street, 175.00 feet to the southerly prolongation of the easterly line Parcel B as shown on that certain Parcel Map 6314 filed in Book 48 of Parcel Maps at Pages 121 through 122 in the Office of the Recorder of the City and County of San Francisco;

Thence at a right angle northerly along said prolongation, 1.00 feet;

Thence leaving said prolongation at a right angle easterly, 175.00 feet to the easterly line of Parcel 1 as described in said Grant Deed;

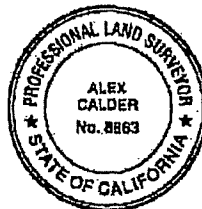
Thence along said easterly line at a right angle southerly, 1.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 175 square feet, more or less.

Being part of 100 Vara Block Number 383.

A plat showing the above-described parcel is attached herein and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.



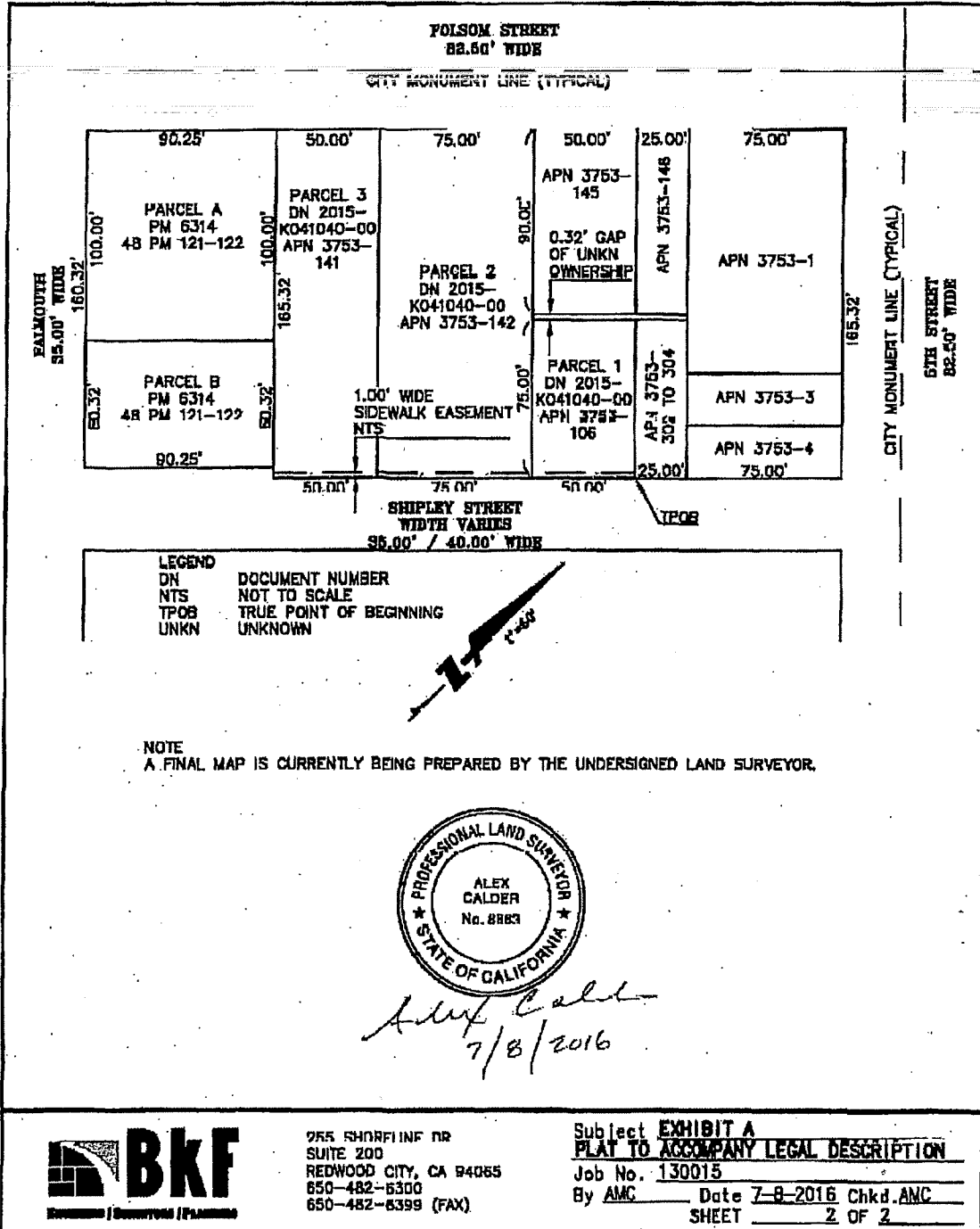
*Alex Calder*  
Alex M. Calder, PLS 8863

7/8/2016  
Dated

**END OF DESCRIPTION**

## EXHIBIT B-2

### Plat of Easement Area



3/13/2017



Office of the City and County Surveyor  
1155 Market Street, 3rd Floor  
San Francisco, Ca 94103  
(415) 554-5827 ■ [www.SFPublicWorks.org](http://www.SFPublicWorks.org)



Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Bruce R. Storrs, City and County Surveyor

**Public Works Order No: 186647**

**Recommending the acceptance of a public sidewalk easement on the portion of Shipley Street fronting 923 Folsom Street.**

WHEREAS, On September 22, 2017, 923 Folsom Acquisition LLC, a limited liability company, made an irrevocable offer ("Offer") of a public sidewalk easement over its property facing Shipley Street; and

WHEREAS, the public sidewalk easement is necessary to create a wider sidewalk and to accommodate the safe and accessible passage of members of the public on the Shipley Street sidewalk adjacent to 923 Folsom Street; and

WHEREAS, On July 17, 2014, the Planning Commission in Motion No. 19205 (Planning Case No. 2012.1333X), authorized a Large Project Authorization for 923 Folsom Street (subject to conditions and a mitigation monitoring and reporting program), and incorporated its prior findings under the California Environmental Quality Act for the Eastern Neighborhoods Plan (Motion No. 17661) and determined that no further environmental review was required; and

WHEREAS, The Director has determined that the public interest, convenience, and necessity require that the City obtain a non-exclusive easement for pedestrian passage on, over, and within that portion of Shipley Street fronting 923 Folsom Street; and

WHEREAS, On October 26, 2017 all work was completed, inspected, and certified as complete and that the sidewalk has been constructed in accordance with the Plans and Specifications and all City codes, regulations, standards thereof, and that such improvements are ready for their intended use, and to the satisfaction of the Director of Public Works; and

**NOW THEREFORE BE IT ORDERED THAT,**

The Director approves all of the following documents either attached hereto or referenced herein:

1. Resolution accepting a public sidewalk easement on Shipley Street fronting 923 Folsom Street
2. Easement Agreement
3. Offer of Dedication



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

The Director recommends that the Board of Supervisors move forward with the resolution accepting a public sidewalk easement on the portion of Shipley Street fronting 923 Folsom Street to take effect and to be implemented by the City on the effective date of this Resolution.

The Director recommends the Board of Supervisors approve all actions set forth herein and heretofore taken by the Officers of the City with respect to this vacation. The Director further recommends the Board of Supervisors authorize the Mayor, Clerk of the Board, Director of Property, County Surveyor, and Director of Public Works to take any and all actions which they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution.

10/30/2017

10/31/2017

**X** Bruce R. Storrs

Storrs, Bruce  
City and County Surveyor  
Signed by: Storrs, Bruce

**X** Mohammed Nuru

Nuru, Mohammed  
Director  
Signed by: Nuru, Mohammed



San Francisco Public Works  
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## SAN FRANCISCO PLANNING DEPARTMENT

*Subject to: (Select only if applicable)*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Affordable Housing (Sec. 415)           | <input checked="" type="checkbox"/> First Source Hiring (Admin. Code) |
| <input checked="" type="checkbox"/> Jobs Housing Linkage Program (Sec. 413) | <input type="checkbox"/> Child Care Requirement (Sec. 414)            |
| <input type="checkbox"/> Downtown Park Fee (Sec. 412)                       | <input checked="" type="checkbox"/> Other (EN Impact Fee – Sec. 423)  |

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## Planning Commission Motion No. 19205

HEARING DATE: JULY 24, 2014

*Date:* July 17, 2014  
*Case No.:* 2012.1333X  
*Project Address:* 923 Folsom Street  
*Zoning:* MUR (Mixed Use Residential) Zoning District  
45/85-X Height and Bulk District  
*Block/Lot:* 3753/106, 141 and 142  
*Project Sponsor:* Christopher Davenport  
Trumark Urban  
4185 Blackhawk Circle, Suite 200  
Danville, CA 94506  
*Staff Contact:* Doug Vu – (415) 575-9120  
[Doug.Vu@sfgov.org](mailto:Doug.Vu@sfgov.org)

ADOPTING FINDINGS RELATING TO A LARGE PROJECT AUTHORIZATION PURSUANT TO PLANNING CODE SECTION 329, TO ALLOW EXCEPTIONS TO (1) REAR YARD PURSUANT TO PLANNING CODE SECTION 134, (2) OFF-STREET PARKING PURSUANT TO PLANNING CODE SECTION 151.1, (3) OFF-STREET LOADING PURSUANT TO PLANNING CODE SECTION 152.1, AND (4) SPECIAL HEIGHT EXEMPTIONS PURSUANT TO PLANNING CODE SECTION 263, TO ALLOW CONSTRUCTION OF A NINE-STORY 85-FOOT TALL BUILDING FRONTING FOLSOM STREET, A FOUR-STORY 44-FOOT TALL BUILDING FRONTING SHIPLEY STREET WITH A COMBINED TOTAL INCLUDING UP TO 114 DWELLING UNITS, APPROXIMATELY 1,559 SQUARE FEET OF COMMERCIAL SPACE, AND UP TO 80 PARKING SPACES IN A BASEMENT LEVEL GARAGE LOCATED AT 923 FOLSOM STREET, LOTS 106, 141 AND 142 IN ASSESSOR'S BLOCK 3753, WITHIN THE MUR (MIXED USE RESIDENTIAL) DISTRICT, SOMA YOUTH AND FAMILY SPECIAL USE DISTRICT, AND AN 45/85-X HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

### PREAMBLE

On May 23, 2013, Christopher Davenport of Trumark Urban (hereinafter "Project Sponsor") filed an application with the Planning Department (hereinafter "Department") for Large Project Authorization (hereinafter "Application") under Planning Code Section 329 to allow construction of a nine-story 85-foot tall building fronting Folsom Street, and a four-story 45-foot tall building fronting Shipley Street with up to 114 dwelling units, approximately 1,559 square feet of commercial space, 80 parking spaces, and

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exceptions including rear yard, off-street parking, off-street loading, and special height exemptions within the MUR (Mixed Use Residential) District, SOMA Youth and Family Special Use District, and a 85/45-X Height and Bulk District.

The environmental effects of the Project were determined by the San Francisco Planning Department to have been fully reviewed under the Eastern Neighborhoods Area Plan Environmental Impact Report (hereinafter "EIR"). The EIR was prepared, circulated for public review and comment, and, at a public hearing on August 7, 2008, by Motion No. 17661, certified by the Commission as complying with the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"). The Commission has reviewed the Final EIR, which has been available for this Commission's review as well as public review.

The Eastern Neighborhoods EIR is a Program EIR. Pursuant to CEQA Guideline 15168(c)(2), if the lead agency finds that no new effects could occur or no new mitigation measures would be required of a proposed project, the agency may approve the project as being within the scope of the project covered by the program EIR, and no additional or new environmental review is required. In approving the Eastern Neighborhoods Plan, the Commission adopted CEQA Findings in its Motion No. 17661 and hereby incorporates such Findings by reference.

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

On June 20, 2014, the Department determined that the proposed application did not require further environmental review under Section 15183 of the CEQA Guidelines and Public Resources Code Section 21083.3. The Project is consistent with the adopted zoning controls in the Eastern Neighborhoods Area Plan and was encompassed within the analysis contained in the Eastern Neighborhoods Final EIR. Since the Eastern Neighborhoods Final EIR was finalized, there have been no substantial changes to the Eastern Neighborhoods Area Plan and no substantial changes in circumstances that would require major revisions to the Final EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR. The file for this project, including the Eastern Neighborhoods Final EIR and the Community Plan Exemption certificate, is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California.



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

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2012.1333X at 1650 Mission Street, Fourth Floor, San Francisco, California.

On July 24, 2014, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2012.1333X.

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

**MOVED**, that the Commission hereby authorizes the Large Project Authorization requested in Application No. 2012.1333X, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

#### **FINDINGS**

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The project site is located on a block bound by Folsom Street to the north, Fifth Street to the east, Shipley Street to the south, and Falmouth Street to the west. The project site is irregular in shape, is comprised of three contiguous lots that total 24,438 sq. ft., has 125' of frontage along both Folsom Street, and 175' of frontage along Shipley Street. The subject lots are currently improved with an approximately 7,500 square-foot, two-story office building originally constructed in 1967 and a 20,625 sq. ft. automobile parking lot that also accommodates large charter buses. The entire frontage of the site along Folsom and Shipley Streets are surrounded by a chain-link fence, and there are four street trees within the pedestrian right-of-way along Folsom Street.
3. **Surrounding Properties and Neighborhood.** The project site is located in the East SoMa neighborhood, which is characterized by a mixture of light industrial, residential, and commercial uses. The Transbay Terminal is located approximately five blocks east of the project site, and Market Street is located three blocks to the north. The Intercontinental Hotel and Westfield San Francisco Shopping Center at 5<sup>th</sup> Street are located one and two blocks to the north, respectively, and the recently completed Mosso (previously Avant Housing) 282-unit mixed-use residential building is located across the street on the north side of Folsom Street. The project site is bordered to the east by a four-story hotel with ground-floor commercial uses along the Folsom Street frontage, and a four-story multi-family residential building along the Shipley Street frontage. To the west, the site is bordered by the City owned Fire Station 1.

Numerous public transit routes are located near the proposed project. Within a several block radius, the routes include the MUNI and BART Powell Street station, the MUNI F line, the 8A-8X-8BX, 12, 14-14L-14X, 27, 30, 45, and several other MUNI bus lines north of Market Street. Golden Gate transit and SamTrans also operate bus routes in this radius.

The Mixed Use - Residential District serves as a buffer between the higher density, predominantly commercial area of Yerba Buena Center to the east and the lower scale, mixed use service/industrial and housing area west of Sixth Street. The MUR serves as a major housing opportunity area within the eastern portion of the South of Market. The district controls are intended to facilitate the development of high-density, mid-rise housing, including family-sized housing and residential hotels. The district is also designed to encourage the expansion of retail, business service, and commercial and cultural arts activities. Continuous ground floor commercial frontage with pedestrian-oriented retail activities along major thoroughfares is encouraged. Hotels, nighttime entertainment, movie theaters, adult entertainment and heavy industrial uses are not permitted.

4. **Project Description.** The proposed project includes demolition of the existing structure and new construction of a mixed-use project consisting of a nine-story 85-foot tall building fronting Folsom Street, and a four-story 44-foot tall building fronting Shipley Street. The buildings will be connected via a ground floor corridor along the western boundary of the project, have a total area of 138,980 gross square feet, and will include a total of up to 114 dwelling units, approximately 1,560 square feet of commercial space, and share a basement-level garage that will contain up to 80 off-street parking spaces (including stackers) and 114 Class 1 and eight Class 2 bicycle parking spaces.

The Folsom Street façade will include a ground floor that contains a storefront entrance to the commercial space, a residential lobby, and eight stories of residential use above. The Shipley Street façade includes four stories of residential use, including four townhouse units at the ground floor that directly access the street. The project includes a dwelling unit mix consisting of eight studios, 59 one-bedroom units, and 47 two-bedroom units. Open space for the dwelling units is provided through private balconies, a 5,670 square feet mid-block courtyard, and an 8,770 square feet roof deck atop the building fronting Shipley Street. A second pedestrian access to the residential uses is provided via a Shipley Street entrance, and vehicular access to the basement-level garage will be provided via a ramp off Shipley Street.

5. **Public Comment.** The Department has received 25 letters and 110 signatures in support of the Project, and one correspondence in opposition.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:
  - A. **Use.** Planning Code Section 841.09 identifies a minimum residential to non-residential ratio of at least 3 to 1, whereas dwelling units and retail sales and services are principally permitted pursuant to Planning Code Sections 841.20 and 841.45, respectively.

*The Project includes 1,559 sq. ft. of non-residential use on the ground floor of the building that fronts Folsom Streets, and 118,420 sq. ft. of residential use on every floor of both buildings that front Folsom and Shipley Streets, resulting in a residential to non-residential ratio well above 3 to 1.*

- B. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth beginning at the lowest story containing a dwelling unit.

*The Project does not comply with the rear yard requirement and is seeking an exception as part of the Large Project Authorization (See discussion below).*

- C. **Residential Open Space.** Planning Code Section 135 requires that usable open space be located on the same lot as the dwelling units it serves. At least 80 sq. ft. of usable open space per dwelling unit, or 54 sq. ft. per dwelling unit of publicly accessible open space, is required. Up to 50 percent of the publicly accessible open space may be provided off-site. The Project has a residential open space requirement of 9,120 sq. ft. of usable open space if private, or 6,156 sq. ft. of publicly accessible open space.

*The Project includes an 8,773 sq. ft. roof deck atop the building that fronts Shipley Street, and also includes nine private decks totaling 351 sq. ft. that meet the dimensional requirements of the Planning Code for usable open space, for a total of 9,124 sq. ft., which exceeds the minimum usable open space requirement.*

- D. **Commercial Open Space.** Planning Code Section 135.3 requires usable open space for uses other than dwelling units. For retail use, one square foot per 250 sq. ft. of occupied floor area of usable open space is required. In Eastern Neighborhoods Mixed Use Districts, this open space requirement may be satisfied through payment of a fee of \$87.84 for each sq. ft. of usable square footage not provided pursuant to this Code section.

*The Project is required to provide at least eight sq. ft. of commercial open space, and will comply with this Code section by submitting a payment of approximately \$702.72 prior to the issuance of the first site permit or building permit.*

- E. **Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires improvement of the public right-of-way associated with development projects that includes the installation of one street tree (minimum of 24-inch box) for every twenty feet of frontage of the property along each street or public alley, with any remaining fraction of ten feet or more of frontage requiring an additional tree. Planning Code Section 138.1 also requires streetscape and pedestrian elements in conformance with the Better Streets Plan when a project is on a lot that is greater than ½-acre in total area and the project includes new construction.

*The Project will include nine trees along the Shipley Street frontage and six trees along the Folsom Street frontage, which complies with this Code section. Since the Project will be located on three current lots that total 0.56 acres), a streetscape plan was submitted and will be reviewed by the Planning Department for compliance with the Better Streets Plan.*

- F. **Bird-Safe Standards.** Planning Code Section 139 outlines bird-safe standards for new construction to reduce bird mortality from circumstances that are known to pose a high risk to birds and are considered to be "bird hazards." Feature-related hazards may create increased risk to birds and need to be mitigated. The project site is not located within an urban bird refuge.

*The Project meets the requirements of Planning Code Section 139 and does not contain any feature-related hazards such as free-standing glass walls, wind barriers, or balconies that have unbroken glazed segments 24 square feet or larger in size.*

- G. **Dwelling Unit Exposure.** Planning Code Section 140 requires dwelling units to have at least one window facing a street or alley, a Code-complying rear yard, open space or inner court.

*All proposed dwelling units enjoy ample light and air by facing either Folsom or Shipley Streets, or the proposed mid-block court yard that meets the dimensional and square footage requirements for dwelling unit exposure.*

- H. **Street Frontages.** Planning Code Section 145.1 requires the following for street frontages in Eastern Neighborhood Mixed Use Districts: (1) not more than 1/3 the width of the building facing the street may be devoted to ingress/egress to parking; (2) off-street parking at street grade must be set back at least 25 feet; (3) "active" use shall be provided within the first 25 feet of building depth at the ground floor; (4) ground floor non-residential uses in UMU zoning district shall have a floor-to-floor height of 17-feet; (5) frontages with active uses shall be fenestrated with transparent windows; and, (6) decorative railings or grillwork placed in front of or behind ground floor windows, shall be at least 75 percent open to perpendicular views.

*The Project meets the requirements of Section 145.1 by (1) providing an approximately 20' wide garage opening along Shipley Street that is less than 1/3 the width of the approximately 175' wide building; (2) providing off-street parking that is entirely below grade; (3) incorporating an active commercial space and a residential lobby within the first 25' of the building depth at the ground floor along Folsom Street, and residential units with stoops along Shipley Street; (4) providing a floor-to-floor ground floor height of 18'-8" for the commercial frontage; and (5) providing transparent windows at the ground floor active use.*

- I. **Shadow.** Planning Code Section 147 requires reduction of substantial shadow impacts on public plazas and other publicly accessible spaces other than those protected under Planning Code Section 295. Section 295 restricts new shadow, cast by structures exceeding a height of 40 feet, upon property under the jurisdiction of the Recreation and Park Commission.

*The Shadow Analysis conducted for the Project indicates that the Project will not cast shadow upon any existing Public, Publicly Accessible or Publicly Financed or Subsidized Open Space.*

- J. **Off-Street Parking.** Planning Section 151.1 allows for the provision of up to three parking spaces for each four dwelling units, subject to the requirements of Sections 151.1(g) below. No additional parking is permitted above these amounts.

*The Project proposes a parking ratio of 0.68 and is seeking an exception as part of the Large Project Authorization (See discussion below).*

- K. **Off-Street Loading.** Planning Code Section 152.1 requires one off-street freight loading space for a residential use in the Eastern Neighborhoods Mixed Use Districts when the gross floor area is more than 100,000 square feet and up to 200,000 square feet.

*The Project proposes an on-street loading space in-lieu of an off-street space and is seeking an exception as part of the Large Project Authorization (See discussion below).*

- L. **Bicycle Parking.** Planning Code Section 155.2 requires one Class One bicycle space for each dwelling unit and one Class Two space for every twenty dwelling units.

*The Project includes 114 dwelling units and requires a total of 114 Class One bicycle parking spaces and six Class Two bicycle parking spaces. The Project exceeds this requirement by providing 114 Class One bicycle parking spaces and eight Class Two bicycle parking spaces.*

- M. **Car Share.** Planning Code Section 166 requires one space for projects proposing between 50 and 200 dwelling units.

*One car share space is required for the proposed 114 dwelling units. The Project exceeds the minimum requirement by providing two designated car share spaces.*

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

*The off-street parking spaces provided for the dwelling units will be unbundled and sold and/or leased separately from the dwelling units. Therefore, the Project meets this requirement.*

- O. **Dwelling Unit Mix.** Planning Code Section 207.6 requires at least 40 percent of the total number of proposed dwelling units to contain two or more bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

*The Project will be required to provide a minimum of 46 two-bedroom units or larger, and will exceed this requirement by providing 47 two-bedroom units, or 41 percent.*

- P. **Height Limit.** Planning Code Section 260 requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height. The Project Site is within a split 85/45-foot Height District.

*The portion of the Project Site that has frontage along Shipley Street has a height limit of 45' for one-half the depth of the two through Subject Lots (141 and 142) and the entire depth of the third Subject Lot (106), whereas the remainder of Lots 141 and 142 that have frontage along Folsom Street have a*

*height limit of 85'. The Project complies with this requirement as the heights of the buildings do not exceed their respective height limits.*

- A. **Narrow Streets.** Planning Code Section 261.1 outlines height and massing requirements for projects that front onto a "narrow street," which is defined as a public right of way less than or equal to 40 ft in width. Shipley Street measures approximately 35' wide, and is considered an east-west "narrow street." All subject frontages onto a narrow street shall have upper stories set back at least 10-ft at the property line above a height equivalent to 1.25 times the width of the abutting "narrow street." Therefore, the Project is required to provide a 10-ft setback above a height of 43-ft 9-in. The project site is located on the north side of an east-west "narrow street."

*The proposed four-story building that fronts onto Shipley Street has a maximum height of 44' and complies with Planning Code 261.1.*

- Q. **Height Limits: Special Exceptions.** Planning Code Section 263.21 permits vertical architectural elements on large lots that are excepted from the applicable height limits which mitigate the effect of long, monotonous individual buildings and create visual focal points that build upon the architectural tradition and character of an area. The mostly topographically flat Eastern Neighborhoods, particularly the South or Market, Showplace, and Mission Districts have a strong tradition of larger and longer buildings incorporating vertical architectural elements above the predominant roofline. These vertical elements are proportioned to the building and are generally not visible on the skyline or distant view.

*The Project proposes a 12' tall architectural element at the north corner of the building that exceeds the 85' building height limit and is seeking an exception as part of the Large Project Authorization (See discussion below).*

- R. **SoMa Youth and Family Special Use District.** The Project site is located in the SoMa Youth and Family Special Use District, which requires Conditional Use Authorization for certain land uses and increased affordable housing requirements for properties that front only on smaller streets within the District.

*The Project does not propose any land uses restricted by this Special Use District, and Lot 106 that fronts exclusively on Shipley Street is not subject to the increased affordable housing requirements because the proposed building does not exceed 45' in height, pursuant to Planning Code Section 249.40A(c)(C).*

- S. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 415.3, these requirements would apply to projects that consist of 10 or more units, where the first application (EE or BPA) was applied for on or after July 18, 2006. Pursuant to Planning Code Section 415.5 and 415.6, the Inclusionary Affordable Housing Program requirement for the On-site Affordable Housing Alternative is to provide 12% of the proposed dwelling units as affordable.

The Project Sponsor has demonstrated that it is eligible for the On-Site Affordable Housing Alternative under Planning Code Section 415.5 and 415.6, and has submitted a 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to satisfy the requirements of the Inclusionary Affordable Housing Program by providing the affordable housing on-site instead of through payment of the Affordable Housing Fee. In order for the Project Sponsor to be eligible for the On-Site Affordable Housing Alternative, the Project Sponsor must submit an 'Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415,' to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project. The Project Sponsor submitted such Affidavit on April 21, 2014. The EE application was submitted on January 16, 2014. Pursuant to Planning Code Section 415.3 and 415.6, the on-site requirement is 12%. Fourteen units (one studio, eight one-bedroom, and five two-bedroom) of the 114 units provided will be affordable units. If the Project becomes ineligible to meet its Inclusionary Affordable Housing Program obligation through the On-site Affordable Housing Alternative, it must pay the Affordable Housing Fee with interest, if applicable.

- T. **Eastern Neighborhoods Infrastructure Impact Fees.** The project shall comply with the provisions of Planning Code Section 423, including payment of the Eastern Neighborhoods Impact Fee, or execution of an In-Kind Agreement with the Planning Department prior to issuance of the first site or building permit.

The Project includes the continuation of 1,559 sq. ft. of non-residential use, the conversion of approximately 5,941 sq. ft. of existing non-residential use to residential use, and the establishment of approximately 112,479 sq. ft. of new residential use. This new residential use is subject to the Eastern Neighborhoods Infrastructure Impact Fees, as outlined in Planning Code Section 423. These fees must be paid by the Project Sponsor prior to the issuance of the building permit application.

7. **Large Project Authorization in Eastern Neighborhoods Mixed Use District.** Planning Code Section 329(c) lists nine aspects of design review in which a project must comply; the Planning Commission finds that the project is compliant with these nine aspects as follows:

- A. **Overall building massing and scale;**

The Project conforms to the applicable height and bulk requirements. The community in the vicinity of the Project is constantly evolving with development in the entire South of Market region and the Eastern Neighborhoods Area Plans, and contains a range of building masses. The Project, with residential and a commercial use, will be consistent with the evolving character of the area. The Project massing will improve the character of the neighborhood and general pedestrian accessibility by providing streetscape improvements along both Folsom and Shipley Streets. Additionally, the Project steps down in height as it approaches Shipley Street, providing light and air access to this narrow right-of-way.

The most substantial structure in the vicinity is the Intercontinental Hotel (888 Howard St.), which rises 32-stories (340 feet) above the northeast corner of the intersection of Fifth and Howard Streets, one block north of the project site. There are several residential loft or condominium buildings within the surrounding blocks, including a 65' residential building (436 Clementina Street) to the northwest of the site, an 85' residential building (829 Folsom Street) one half-block to the east on Folsom Street, and the recently completed 85' Mosso mixed-use residential buildings (900 Folsom Street and 260 5<sup>th</sup>

Street) that contain more than 460 residential units. The Project will replace a commercial office building and a surface parking lot with a new residential building with ground floor commercial space along Folsom Street. A defining trend in the area has been redevelopment and adaptive reuse of underutilized parcels to meet the increased demand for housing and service-based businesses. The project falls within this trend and will be compatible with its surroundings. The proposed building fronting Folsom Street will be approximately 85', and the building fronting Shipley Street will be 44'. The buildings will fall within height restrictions set in the Planning Code and will be similar in scale to uses within a block of the project site, such as the aforementioned recently constructed projects. In addition, the Yerba Buena Lofts building (885 Folsom Street), one block east of the project site, is also 85' in height. Additionally, the 14-story Alexis Towers apartment building located one block north on Fifth Street is approximately 120' in height.

B. Architectural treatments, facade design and building materials;

The architecture of this Project responds to the site's location between the traditional warehouse aesthetic of West Soma, and the contemporary architecture of the Yerba Buena District to the east. The Project's facade along Folsom Street presents a fenestration pattern and scale that is unified and includes an architectural ribbon motif of composite resin panels that wraps up the building, breaking up the massing of the structure. This motif creates a distinctive facade design that adds interest to the high-performance, lightly tinted, non-reflective vision glass that comprises the balance of the residential floors. Juliet balconies are incorporated throughout this facade, providing residents access to the outdoors while recognizing the limited usefulness of these features along a major roadway. At the top of the Folsom Street building is an architectural element with subtly placed accent colors that balances the building, drawing the eye up to the top of the fritted glass and interior lighting that creates a signature visual element.

The building along Shipley Street is smaller in scale and incorporates a variety of materials including two colors of cladding, decorative perforated metal gates and balcony guardrails, horizontal plank tile and patina steel planters. The design also includes articulation and massing breaks consistent with the scale of the surrounding structures with a majority of the dwelling units having private open space looking out, or opening onto Shipley Street.

C. The design of lower floors, including building setback areas, commercial space, townhouses, entries, utilities, and the design and siting of rear yards, parking and loading access;

The ground floor character of the Folsom Street building is active with a ground floor commercial space that has an 18' clear ceiling height and clear glass facade to allow natural light into the ground floor spaces and provide visual interest at the pedestrian level. To clearly mark the residential lobby entry, the facade is set back 3'-6" from the property line and delineated by distinctive color accent panels and a 3' deep canopy. It is also flanked on both sides by a public art wall or a bike repair area to create additional interest and depth at a pedestrian scale.

D. The provision of required open space, both on- and off-site. In the case of off-site publicly accessible open space, the design, location, access, size, and equivalence in quality with that otherwise required on-site;

The Project provides a combined 9,124 sq. ft. of private and common usable open space through private balconies, stoops, and common open space. Common open space is provided by an 8,773 sq. ft. fifth floor roof deck overlooking Shipley Street and 351 sq. ft. of private open space in nine units fronting



*Shipley Street. Furthermore, ten ground floor dwelling units that face the interior mid-block courtyard will have private access to additional open space. Finally, the nominal requirement for eight square feet of publicly-accessible open space will be satisfied through a payment of an in-lieu fee by the Sponsor.*

- E. Streetscape and other public improvements, including tree planting, street furniture, and lighting;

*The Project will include the installation of fifteen street trees along the Folsom and Shipley Street frontages, sidewalk upgrades, and other improvements that are consistent with the Better Streets Plan.*

- F. Circulation, including streets, alleys and mid-block pedestrian pathways;

*The Project proposes only one 20' wide ingress/egress access at Shipley Street and is not anticipated to create circulation problems. No other ingress/egress is proposed anywhere to prevent possible conflicts and congestion, and an indoor corridor that is accessible to residents and connects the two buildings will be located along the western boundary of the Project.*

- G. Bulk limits;

*The Project site is located in an X Bulk District, which provides no bulk restrictions.*

- H. Other changes necessary to bring a project into conformance with any relevant design guidelines, Area Plan or Element of the General Plan.

*The Project generally meets the Objectives and Policies of the General Plan and is compliant with the East SoMa Area Plan.*

8. **Exceptions.** Proposed Planning Code Section 329 allows exceptions for Large Projects in the Eastern Neighborhoods Mixed Use Districts.

- A. Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth beginning at the lowest story containing a dwelling unit. The subject property is an irregular lot with two frontages. Planning Code Section 329(d) allows an exception for the rear yard requirement pursuant to requirements of Planning Code Section 134(f).

1. Residential uses are included in the new or expanding development and a comparable amount of readily accessible usable open space is provided elsewhere on the lot:

*The Project is occupied by a residential uses except for a small amount of ground floor commercial space, and a comparable amount of readily accessible open space is proposed. Per the Planning Code, the required rear yard should equal 25 percent of the lot area, which is approximately 6,110 sq. ft. for this property. The proposed interior courtyard provides 5,670 sq. ft. (23.2 percent), and is a nominal deficit of 440 sq. ft. However, this deficit is mitigated through the provision of an additional 9,124 sq. ft of usable open space.*

2. The proposed new or expanding structure will not significantly impede the access to light and air from adjacent properties:

*The Project is located mid-block and the two buildings will occupy the northwest and southeast edges of the property. The 85' tall building will front Folsom Street, which has an approximately 80' wide right-of-way, and the 44' tall building will front Shipley Street in compliance with the Planning Code. As a result, the Project will have no significant impact on light and air to the adjacent properties.*

3. The proposed new or expanding structure will not adversely affect the interior block open space formed by the rear yards of adjacent properties:

*The adjacent properties to the east have no rear yard, and the area within the rear yard for the adjacent property to the west is used as an automobile parking lot; therefore, there is no existing interior block open space. However, the Project will include a 35' wide accessible interior courtyard.*

- B. Planning Code Section 151.1 allows for the provision of up to three parking spaces for each four dwelling units, subject to the requirements of Sections 151.1(g) below. No additional parking is permitted above these amounts.

(1)(A) Parking for All Uses.

- (i) Vehicle movement on or around the project does not unduly impact pedestrian spaces or movement, transit service, bicycle movement, or the overall traffic movement in the district;
- (ii) Accommodating excess accessory parking does not degrade the overall urban design quality of the project proposal;
- (iii) All above-grade parking is architecturally screened and lined with active uses according to the standards of Section 145.1, and the project sponsor is not requesting any exceptions or variances requiring such treatments elsewhere in this Code; and
- (iv) Excess accessory parking does not diminish the quality and viability of existing or planned streetscape enhancements.

*The Project will include 78 off-street parking spaces (not including the two car-share spaces), which represents 0.68 spaces per dwelling unit, and one 20' wide, two-way vehicular access ramp off Shipley Street that accesses a subterranean parking garage. This singular ingress/egress point to the off-street parking will minimize any impact to pedestrian spaces or movement. All parking spaces will be located underground, will not be visible from the street, and will not diminish the quality and viability of the existing and planned streetscape. The proposed bicycle parking is at the ground level and will be accessible through the building lobby.*

(B) Parking for Residential Uses.

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

*The maximum number of parking spaces permitted is 86, or a parking ratio of approximately 0.75 spaces per dwelling unit, not including any required car-share spaces. The project proposes 78 parking spaces, or a parking ratio of approximately 0.68 spaces per dwelling unit, whereby a minimum of 21 spaces must be accessed by mechanical stackers. The Project complies with this Code section by proposing 60 spaces that will be accessed by mechanical stackers.*

- C. Planning Code Section 152.1 requires one off-street freight loading space for a residential use in the Eastern Neighborhoods Mixed Use Districts when the gross floor area is more than 100,000 square feet and up to 200,000 square feet.

*The Project proposes to designate a loading zone on Shipley Street that would be used in conjunction with a scissors lift within an adjacent service vestibule to allow loading to be completed at the ground level and access to the basement level via an interior corridor without the need to use the automobile ramp. The permanent lift system would bridge the 3' elevation change between the Shipley Street grade and the interior corridor, and will eliminate safety hazards associated with drivers colliding with moving personnel and "runaway" dollies full of heavy items. The proposed loading zone will be used primarily by residents moving in/out of the building and service vehicles for building maintenance. Since the width of the Shipley street right-of-way is between 35' and 40', the establishment of an on-street loading zone would not negatively impact automobile or pedestrian circulation.*

- D. Planning Code Section 263.21 permits vertical architectural elements on large lots that are excepted from the applicable height limits which mitigate the effect of long, monotonous individual buildings and create visual focal points that build upon the architectural tradition and character of an area. The mostly topographically flat Eastern Neighborhoods, particularly the South of Market, Showplace, and Mission Districts have a strong tradition of larger and longer buildings incorporating vertical architectural elements above the predominant roofline. These vertical elements are proportioned to the building and are generally not visible on the skyline or distant view.

*The Project proposes an approximately 12' tall architectural element atop the north corner of the Folsom Street building that has a 25' x 25' footprint and is clad with subtly placed accent colors that balances the building, drawing the eye up to the top of the fritted glass and interior lighting that creates a signature visual element. This architectural element is equal in height to the adjacent screened areas for the rooftop mechanical equipment, but is distinguished by the cladding materials, fritted glazing, and interior lighting, and will create a visual focal point to mitigate any effects of a long and monotonous individual building.*

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

## HOUSING

### Objectives and Policies

#### OBJECTIVE 1:

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

#### Policy 1.1

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

*The Project is a residential mixed-use development in an area that features civic, commercial and residential uses. The subject lots are an ideal infill site occupied by a single commercial office building and an at-grade parking lot. The project site was rezoned to MUR as part of a long range planning goal to*

*create a cohesive, higher density residential and mixed-use neighborhood. The surrounding neighborhood features a wide variety of zoning, which is consistent with the desired mixed-use character. The Project will provide opportunities for affordable housing across the City by offering fourteen on-site BMR units that will remain affordable for the life of the Project.*

**OBJECTIVE 11:**

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

**Policy 11.1**

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

**Policy 11.2**

Ensure implementation of accepted design standards in project approvals.

**Policy 11.3**

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

**Policy 11.4**

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

**Policy 11.6**

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

**Policy 11.8**

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

*The architecture of this Project responds to the site's location as a mixed-use area with civic, commercial and residential uses. The Project's facades provide an expression that relates to the surrounding neighborhood, while providing for a material palette and aesthetic that is contemporary in character and relatively simple in design. The exterior is designed with modern materials vision and spandrel glass, composite black opal cladding, accent tiles, and metal slab edge cover. The massing and scale are indicative of the urban fabric of the surrounding area.*

**RECREATION AND OPEN SPACE ELEMENT**

**Objectives and Policies**

**OBJECTIVE 4:**

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

**Policy 4.5**

Require private usable outdoor open space in new residential development.

**Policy 4.6**

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

*The Project will create private and common outdoor open spaces in a new residential mixed-use development through private balconies, an interior courtyard, and a roof deck. It will not cast shadows over any open spaces under the jurisdiction of the Recreation and Park Department.*

**TRANSPORTATION ELEMENT**

**Objectives and Policies**

**OBJECTIVE 24:**

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

**Policy 24.2**

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

**Policy 24.3**

Install pedestrian-serving street furniture where appropriate.

**Policy 24.4**

Preserve pedestrian-oriented building frontages.

*The Project will install street trees at approximately 20' intervals along the frontages of Folsom and Shipley Streets, and landscaping with pedestrian-serving site furniture will also be installed. The frontages are designed with active spaces oriented at the pedestrian level that have an 18' clear ceiling height along Folsom Street, and dwelling units with raised entry stoops that directly access the pedestrian realm along Shipley Street.*

**OBJECTIVE 28:**

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

**Policy 28.1:**

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

**Policy 28.3:**

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

*The Project includes 114 Class One bicycle parking spaces in secure, convenient locations on the basement-level garage and eight Class Two spaces in the Folsom Street public right-of-way.*

**OBJECTIVE 34:**

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

**Policy 34.1:**

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

**Policy 34.3:**

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

**Policy 34.5:**

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

*The Project has a parking to dwelling unit ratio of 0.68 spaces per unit, below the maximum permitted ratio of 0.75. The parking spaces are accessed by one ingress/egress point measuring 20' wide from Shipley Street. The Project does not provide any off-street parking for the commercial use, which is not required by the Eastern Neighborhoods Area Plan. Overall, the parking is adequate for the project and complies with maximum prescribed by the Planning Code.*

**URBAN DESIGN ELEMENT**

**Objectives and Policies**

**OBJECTIVE 1:**

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

**Policy 1.7:**

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

*The Project is located within the East SoMa neighborhood surrounded by the Western SoMa Special Use and the Service/Arts/Light Industrial Districts that is characterized with civic, commercial and residential uses. As such, the Project provides an appropriate ground floor, massing, and scale that respond to the form and scale of the existing neighborhood, while also providing a new contemporary architectural vocabulary and a better pedestrian experience, as compared to the existing site.*

**OBJECTIVE 4:**

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

**Policy 4.5:**

Design walkways and parking facilities to minimize danger to pedestrians:

**Policy 4.13:**

Improve pedestrian areas by providing human scale and interest.

*Although the Project Site has two street frontages, it will only provide one vehicular access point for the entire project, limiting conflicts with pedestrians and bicyclists. Numerous street trees will be planted along each street, and the Project provides ample frontages for commercial and residential use and an active ground floor, which appropriately engages the street. Along the project site, the pedestrian experience will be greatly improved with upgraded sidewalks, landscaping and site furniture, whereas the existing site contains a commercial office building and an at-grade parking lot.*

## **EAST SOMA AREA PLAN**

### **Objectives and Policies**

#### Land Use

##### **OBJECTIVE 1.1:**

ENCOURAGE PRODUCTION OF HOUSING AND OTHER MIXED-USE DEVELOPMENT IN EAST SOMA WHILE MAINTAINING ITS EXISTING SPECIAL MIXED-USE CHARACTER.

##### **Policy 1.1.8**

Permit small and moderate retail establishments in mixed use areas of East SoMa, but permit larger retail only as part of a mixed-use development.

##### **OBJECTIVE 1.2**

MAXIMIZE HOUSING POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER

##### **Policy 1.2.1**

Encourage development of new housing throughout East SoMa.

##### **Policy 1.2.2**

Ensure that in-fill housing development is compatible with its surroundings.

##### **Policy 1.2.3**

For new construction, and as part of major expansion of existing buildings, encourage housing development over commercial.

##### **Policy 1.2.4**

In general, where residential development is permitted, control residential density through building height and bulk guidelines and bedroom mix requirements.

#### Housing

##### **OBJECTIVE 2.3**

ENSURE THAT NEW RESIDENTIAL DEVELOPMENTS SATISFY AN ARRAY OF HOUSING NEEDS WITH RESPECT TO TENURE, UNIT MIX AND COMMUNITY SERVICES.

##### **Policy 2.3.2**

Prioritize the development of affordable family housing, both rental and ownership, particularly along transit corridors and adjacent to community amenities.

##### **Policy 2.3.3**

Require that 40 percent of all units in new developments have two or more bedrooms and encourage that at least 10 percent of all units in new development have three or more bedrooms, except Senior Housing and SRO developments.

**Policy 2.3.5**

~~Explore a range of revenue-generating tools including impact fees, public funds and grants, assessment districts, and other private funding sources, to fund community and neighborhood improvements.~~

**Policy 2.3.6**

Establish an Eastern Neighborhoods Public Benefit Fund to mitigate the impacts of new development on transit, pedestrian, bicycle, and street improvements, park and recreational facilities, and community facilities such as libraries, child care and other neighborhood services in the area.

*The Project will provide fourteen BMR units on-site that will remain affordable ownership units for the life of the project. The appropriate dwelling unit mix is proposed with approximately 41%, or 47 of the units being two-bedroom dwellings. The Project will also pay the appropriate development impact fees, including the Eastern Neighborhoods Impact Fees.*

**Built Form**

**OBJECTIVE 3.1**

**PROMOTE AN URBAN FORM THAT REINFORCES THE EAST SOMA'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.**

**Policy 3.1.1**

Adopt heights that are appropriate for SoMa's location in the city, the prevailing street and block pattern, and the anticipated land uses, while preserving the character of its neighborhood enclaves.

**Policy 3.1.8**

New development should respect existing patterns of rear yard open space. Where an existing pattern of rear yard open space does not exist, new development on mixed-use-zoned parcels should have greater flexibility as to where open space can be located.

**Policy 3.1.11**

Establish and require height limits along alleyways to create the intimate feeling of an urban room.

**OBJECTIVE 3.2**

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

**Policy 3.2.1**

Require high quality design of street-facing building exteriors.



Policy 3.2.4

Strengthen the relationship between a building and its fronting sidewalk.

*The Project is located within the prescribed height and bulk guidelines and is largely residential, but does include one ground floor commercial space that provides the mix of uses encouraged by the Area Plan for this location. Further, the Project includes the appropriate massing setbacks along Shipley Street, which is identified as a narrow street. The Project introduces a contemporary architectural vocabulary, which responds to the prevailing scale and neighborhood fabric and compliments the broader context of large buildings along Howard, Mission and Market Streets. The Project provides strong, repeating vertical articulation to achieve the visual presence necessary to sustain pedestrian interest and activity. Massing is differentiated with different building heights, notches, recesses, and projections. The Project provides strong, repeating vertical articulation to achieve the visual presence necessary to sustain pedestrian interest and activity. Massing is differentiated with different building heights, notches, recesses, and projections. The proposed fenestration represents the commercial and residential uses behind them which minimizes visual clutter, harmonizes with the prevailing conditions, and provides architectural interest. Proposed windows are recessed and are generally oriented vertically with metal mullions and trim. The Project provides an exterior that features a variety of materials, colors, and textures, including cement plaster, metal panels, vision glass, and tile trim.*

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

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

*There are no existing neighborhood-serving retail uses on the site, and the Project will provide approximately 1,559 square feet of ground floor commercial space. The Project will also add new residents, visitors, and employees to the neighborhood that would strengthen nearby retail uses and provide new opportunity for retail employment/ownership.*

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

*No housing exists on the project site. The project will provide up to 114 new dwelling units, which will significantly increase the neighborhood housing stock. The design of the Project is compatible and relates to the scale and form of the surrounding neighborhood by providing architectural gestures to the surrounding residential complexes and residential hotels. For these reasons, the proposed project would protect and preserve the cultural and economic diversity of the neighborhood.*

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

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

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

*The project site is well-served by public transportation and is located within half a block from various bus routes. In addition, the Project is within walking distance to the Powell Street MUNI and BART Stations. Future residents would be afforded close proximity to bus or rail transit. The Project also provides sufficient off-street parking at a ratio of 0.68 per dwelling unit, and sufficient bicycle parking for residents and their guests. The majority of future residents are expected to use alternative methods of transportation other than private automobiles, and the number of vehicle trips generated by this project would not impede MUNI transit service or overburden streets.*

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

*The Project is consistent with the East SoMa Area Plan, which encourages new mixed-use development. The Project will enhance opportunities for resident employment and ownership by providing new housing and a retail space that will increase the diversity of the City's housing supply, which is a top priority in the City, and also provide a new neighborhood-serving use.*

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

*The project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. This proposal will not impact the property's ability to withstand an earthquake.*

- G. That landmarks and historic buildings be preserved.

*There are no landmarks or historic buildings on the project site or within the immediate vicinity.*

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

*The Project will not affect the City's parks or open space or their access to sunlight and vistas. A shadow study was completed and concluded that the Project will not cast shadows on any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission.*

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

and the First Source Hiring Administrator agree, the approval of the Employment Program may be delayed as needed.

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

12. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
13. The Commission hereby finds that approval of the Large Project authorization would promote the health, safety and welfare of the City.

## DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Large Project Authorization Application No. 2012.1333X** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated July 16, 2014, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

The Planning Commission hereby adopts the MMRP attached hereto as "EXHIBIT C" and incorporated herein as part of this Motion by this reference thereto. All required mitigation measures identified in the Eastern Neighborhoods Plan EIR and contained in the MMRP are included as conditions of approval.

**APPEAL AND EFFECTIVE DATE OF MOTION:** Any aggrieved person may appeal this Large Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. 19205. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 575-6880, 1650 Mission Street, Room 304, San Francisco, CA 94103.

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

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

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on July 24, 2014.

Jonas P. Ionin  
Acting Commission Secretary

AYES: Commissioners Antonini, Hillis, Johnson, Moore, Sugaya, and Wu  
NAYS: None  
ABSENT: Commissioner Fong  
ADOPTED: July 24, 2014

## EXHIBIT A

### AUTHORIZATION

This authorization is for a Large Project Authorization to allow for the construction of a nine-story residential building fronting Folsom Street and a four-story building fronting Shipley Street with a total of up to 114 dwelling units, approximately 1,559 square feet of commercial space, and up to 80 off-street parking spaces in a below-grade garage, and modification to the requirements for rear yard, off-street parking, off-street loading, and special height exceptions, located at 923 Folsom Street, Lots 106, 141 and 142 in Assessor's Block 3753 pursuant to Planning Code Section 329 within the MUR (Mixed Use - Residential) Zoning District, and a split 85/45-X Height and Bulk District; in general conformance with plans, dated July 16, 2014, and stamped "EXHIBIT B" included in the docket for Case No. 2012.1333X and subject to conditions of approval reviewed and approved by the Commission on July 24, 2014, under Motion No. 19205. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

### RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on July 24, 2014, under Motion No. 19205.

### PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 19205 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Large Project Authorization and any subsequent amendments or modifications.

### SEVERABILITY

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

### CHANGES AND MODIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

## DESIGN

**Final Materials.** The Project Sponsor shall continue to work with the Planning Department on the building design and the design and development of the streetscape and pedestrian elements in conformance with the Better Streets Plan. Final materials, glazing, color, texture, landscaping, and

detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, [www.sf-planning.org](http://www.sf-planning.org)*

**Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the 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 415-558-6613, [www.sf-planning.org](http://www.sf-planning.org)*

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

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

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

- A. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
- B. On-site, in a driveway, underground;
- C. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
- D. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding impacts on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
- E. Public right-of-way, underground; and based on Better Streets Plan guidelines;
- F. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
- G. On-site, in a ground floor façade (the least desirable location).

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

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

**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)*

**Noise.** Plans submitted with the building permit application for the approved project shall incorporate acoustical insulation and other sound proofing measures to control noise.

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

**Street Trees.** Pursuant to Planning Code Section 138.1 (formerly 143), the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating that street trees, at a ratio of one street tree of an approved species for every 20 feet of street frontage along public or private streets bounding the Project, with any remaining fraction of 10 feet or more of frontage requiring an extra tree, shall be provided. The street trees shall be evenly spaced along the street frontage except where proposed driveways or other street obstructions do not permit. The exact location, size and species of tree shall be as approved by the Department of Public Works (DPW). In any case in which DPW cannot grant approval for installation of a tree in the public right-of-way, on the basis of inadequate sidewalk width, interference with utilities or other reasons regarding the public welfare, and where installation of such tree on the lot itself is also impractical, the requirements of this Section 428 may be modified or waived by the Zoning Administrator to the extent necessary.

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

## **AFFORDABLE HOUSING**

**Number of Required Units.** Pursuant to Planning Code Section 415.6, the Project is required to provide 12% of the proposed dwelling units as affordable to qualifying households. The Project contains 114 units; therefore, fourteen affordable units are required. The Project Sponsor will fulfill this requirement by providing the fourteen affordable units on-site. If the number of market-rate units change, the number of required affordable units shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing and Community Development ("MOHCD").

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

**Unit Mix.** The Project contains eight studios, 59 one-bedroom, and 47 two-bedroom units; therefore, the required affordable unit mix is one studio, eight one-bedroom, and five two-bedroom, for a total of fourteen affordable units. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOH.

**Unit Location.** The BMR units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of first construction permit.



**Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than sixteen percent (16%) of the each phase's total number of dwelling units as on-site BMR units. Alternatively, if the Project Sponsor has entered into an agreement with the City to provide rental housing for 30 years under Section 419.5(b) of the Planning Code, the Project shall have designated not less than thirteen percent (13%) of the each phase's total number of dwelling units as on-site BMR units.

**Duration.** Under Planning Code Section 419.8, all units constructed pursuant to Section 419.6, must remain affordable to qualifying households for the life of the project.

**Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 415 et seq. of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or 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.

- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.
- b. If the units in the building are offered for sale, the affordable unit(s) shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average of ninety (90) 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 sales price of such units shall be calculated according to the Procedures Manual. Limitations on (i) reselling; (ii) renting; (iii) recouping capital improvements; (iv) refinancing; and (v) procedures for inheritance apply and are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOHCD shall be

responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.

- d. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.
- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 415.6 instead of payment of the Affordable Housing Fee, and has submitted the *Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415* to the Planning Department stating that any affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the Project.
- 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 419 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOH and pay interest on the Affordable Housing Fee at a rate equal to the Development Fee Deferral Surcharge Rate in Section 107A.13.3.2 of the San Francisco Building Code and penalties, if applicable.

## PARKING AND TRAFFIC

**Unbundled Parking.** All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The required parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may

homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.

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

**Car Share.** Pursuant to Planning Code Section 166, at least one car share space shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers.

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

**Bicycle Parking.** Pursuant to Planning Code Sections 155.1, 155.4, and 155.5, the Project shall provide no fewer than 122 bicycle parking spaces (114 Class 1 spaces and 8 Class 2 spaces).

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

**Parking Maximum.** Pursuant to Planning Code Section 151.1, the Project shall provide no more than 86 off-street parking spaces.

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

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

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

## PROVISIONS

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

*For information about compliance, contact the First Source Hiring Manager at 415-581-2335, [www.onestopSF.org](http://www.onestopSF.org)*

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

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

## MONITORING

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

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

**Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

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

## OPERATION

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

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

**Garbage, Recycling, and Composting Receptacles.** Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.

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

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

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

**Motion No. 19205**  
**July 24, 2014**

**CASE NO. 2012.1333X**  
**923 Folsom Street**

**Mitigation Measures.** Mitigation measures described in the MMRP for the Eastern Neighborhoods Plan EIR (Case No. 2012.1333E) attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor.

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

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**923 FOLSOM STREET - MITIGATION MONITORING AND REPORTING PROGRAM**  
**(Also includes text for Improvement Measures)**

MONITORING AND REPORTING PROGRAM					
Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<b>MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR</b>					
<b>ARCHEOLOGICAL RESOURCES</b>					
Mitigation Measure M-CP-1 – Archeological Testing (Implements Mitigation Measure J-2 of the Eastern Neighborhoods FEIR). Based on a reasonable presumption that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archaeological consultant from the rotational Department Qualified Archaeological Consultants List (QACL) maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this requirement. The archeological consultant's work shall be conducted in accordance with this requirement 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 requirement could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Sect. 15064.5 (a)(c).	Project sponsor.	Prior to issuance of grading or building permits.	Project sponsor to retain archeological consultant to undertake archaeological monitoring program in consultation with ERO.	Project sponsor, archeologist, and ERO.	Complete when project sponsor retains a qualified archeological consultant.
<i>Consultation with Descendant Communities:</i> On discovery of an archeological site <sup>1</sup> associated with descendant Native Americans or the Overseas Chinese an appropriate representative <sup>2</sup> of the descendant group and the ERO shall be contacted. The representative of the	Project sponsor/archeological consultant	In the event of discovery of an archeological	Contact any individual listed in the current	Archeological consultant and ERO.	Considered complete upon

<sup>1</sup> By the term "archeological site" is intended here to minimally included any archeological deposit, feature, burial, or evidence of burial.

<sup>2</sup> An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America.

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
descendant group shall be given the opportunity to monitor archeological field investigations of the site and to consult with ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.	in consultation with any individual listed in the current Native American Contact List and Chinese Historical Society of America.	site associated with descendant Native Americans or Overseas Chinese.	Native American Contact List and Chinese Historical Society of America and implement any further mitigation advised.		notification of appropriate organization and implementation of any further mitigation as advised.
<i>Archeological Testing Program.</i> The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to soil-disturbing activities on the project site.	Prepare and submit draft ATP.  Implement ATP.	Archeological consultant and ERO.	After consultation with and approval by ERO of ATP. Considered complete on submittal to ERO of report on ATP findings.
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of ATP.	Submit report to ERO of the findings of the ATP.	Archeological consultant and ERO.	Considered complete on submittal to ERO of report on ATP findings.

- A) The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<p>B) A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p> <p><i>Archeological Monitoring Program.</i> If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> <li>The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context;</li> <li>The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource;</li> <li>The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits;</li> </ul> <p>The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis.</p> <ul style="list-style-type: none"> <li>If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the</li> </ul>	<p>Project sponsor/ archeological consultant/ archeological monitor / contractor(s) at the direction of the ERO.</p> <p>Archeological consultant.</p>		<p>ERO and archeological consultant meet prior to commencement of soil-disturbing activity. If ERO determines that an AMP is necessary, monitor throughout all soil-disturbing activities.</p> <p>Notify ERO if intact archeological deposit is encountered.</p>	<p>Implement AMP.</p> <p>Archeological consultant and ERO.</p>	<p>Considered complete on findings by ERO that AMP implemented.</p>



# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<p>ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO.</p> <p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO.</p> <p><i>Archeological Data Recovery Program.</i> The archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> <li>• <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations.</li> <li>• <i>Cataloguing and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures.</li> <li>• <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies.</li> <li>• <i>Interpretive Program.</i> Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.</li> <li>• <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.</li> <li>• <i>Final Report.</i> Description of proposed report format and distribution of results.</li> <li>• <i>Curation.</i> Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation</li> </ul>	Archeological consultant at the direction of the ERO.	If there is determination by the ERO that an ADRP is required.	Prepare an ADRP.	Archeological consultant and ERO.	Considered complete on findings by ERO that ADRP is implemented.

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
facilities, and a summary of the accession policies of the curation facilities.					
<i>Human Remains and Associated or Unassociated Funerary Objects.</i> The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines, Sec. 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.	Project sponsor/ archeological consultant in consultation with the San Francisco Coroner, NAHC, and MLD.	In the event human remains and/or funerary objects are encountered.	Contact San Francisco County Coroner. Implement regulatory requirements, if applicable, regarding discovery of Native American human remains and associated/ unassociated funerary objects.	Archeological consultant and ERO.	Considered complete on notification of the San Francisco County Coroner and NAHC, if necessary.
<i>Final Archeological Resources Report.</i> The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of archeological data recovery, inventorying, analysis, and interpretation.	Submit a draft FARR.	Archeological consultant and ERO.	Considered complete on submittal of FARR.
Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.	Archeological consultant at the direction of the ERO.	Written certification submitted to ERO that required FARR distribution has been completed.	Distribute FARR.	Archeological consultant and ERO.	Considered complete on distribution of FARR.

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<b>NOISE</b>					
Mitigation Measure M-NO-1: Siting of Noise-Sensitive Uses (Implements Mitigation Measure F-4 of the Eastern Neighborhoods FEIR). To reduce potential conflicts between existing noise-generating uses and new sensitive receptors, for new development including noise-sensitive uses, the Planning Department shall require the preparation of an analysis that includes, at a minimum, a site survey to identify potential noise-generating uses within 900 feet of, and that have a direct line-of-sight to, the project site, and including at least one 24-hour noise measurement (with maximum noise level readings taken at least every 15 minutes), prior to the first project approval action. The analysis shall be prepared by persons qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that Title 24 standards, where applicable, can be met, and that there are no particular circumstances about the proposed project site that appear to warrant heightened concern about noise levels in the vicinity. Should such concerns be present, the Department may require the completion of a detailed noise assessment by person(s) qualified in acoustical analysis and/or engineering prior to the first project approval action, in order to demonstrate that acceptable interior noise levels consistent with those in the Title 24 standards can be attained.	Project sponsor; project contractor(s).	During environmental review process.	Design measures to be incorporated into project design; prior to issuance of a building permit.	Planning Department; Department of Building Inspection.	Considered complete upon approval of final construction drawing set.
Mitigation Measure M-NO-2: Open Space in Noisy Environments (Implements Mitigation Measure F-6 of the Eastern Neighborhoods FEIR). To minimize effects on development in noisy areas, for new development including noise sensitive uses, the Planning Department shall, through its building permit review process, in conjunction with noise analysis required pursuant to Mitigation Measure F-4, require that open space required under the Planning Code for such uses be protected, to the maximum feasible extent, from existing ambient noise levels that could prove annoying or disruptive to users of the open space. Implementation of this measure could involve, among other things, site design that uses the building itself to shield on-site open space from the greatest noise sources, construction of noise barriers between noise sources and open space, and appropriate use of both common and private open space in multi-family dwellings, and implementation would also be undertaken consistent with other principles of urban design.	Project sponsor; project contractor(s).	During environmental review process.	Design measures to be incorporated into project design; prior to issuance of a building permit.	Planning Department; Department of Building Inspection.	Considered complete upon approval of final construction drawing set.

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<b>AIR QUALITY</b>					
<b>Mitigation Measure M-AQ-1: Construction Emissions Minimization (Implements a portion of Mitigation Measure G-1 of the Eastern Neighborhoods FEIR)</b>	Project sponsor; project contractor(s).	Prior to issuance of a permit specified in Section 106A.3.2.6 of the Francisco Building Code.	Prepare and submit a Plan.	Project sponsor/ contractor(s) and the ERO.	Considered complete on findings by ERO that Plan is complete.
<p><b>A. Construction Emissions Minimization Plan.</b> Prior to issuance of a construction permit, 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 detail project compliance with the following requirements:</p> <ol style="list-style-type: none"> <li>1. All off-road equipment greater than 25 hp 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 USEPA or ARB Tier 2 off-road emission standards, <i>and</i></li> <li>ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).<sup>3</sup></li> </ol> </li> <li>c) Exceptions: <ol style="list-style-type: none"> <li>i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for onsite power generation.</li> <li>ii. Exceptions to A(1)(b)(ii) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is: (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3)</li> </ol> </li> </ol> </li> </ol>					

<sup>3</sup> Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet this requirement, therefore a VDECS would not be required.  
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923 Folsom Street

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<p>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 A(1)(b)(ii), the project sponsor must comply with the requirements of A(1)(c)(iii).</p> <p>iii. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step down schedules in Table A1 below.</p>					

TABLE A1  
OFF-ROAD EQUIPMENT COMPLIANCE STEP DOWN SCHEDULE\*

Compliance Alternative	Engine Standard	Emission	Emissions Control
1	Tier 2		ARB Level 2 VDECS
2	Tier 2		ARB Level 1 VDECS
3	Tier 2		Alternative Fuel*

\*How to use the table. If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.

\*\*Alternative fuels are not a VDECS

- 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

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<p>exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two minute idling limit.</p> <p>3. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.</p> <p>4. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p> <p>5. The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of Plan to members of the public as requested.</p>					
<p>B. <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 A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.</p>	Project sponsor/ contractor(s).	Monthly.	Submit monthly reports.	Project sponsor/ contractor(s) and the ERO.	Considered complete on findings by ERO that Plan is being/was implemented.
<p>Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.</p>		Within six months of completion of construction activities.	Submit a final report of construction activities.		

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
C. <i>Certification Statement and On-site Requirements.</i> Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.	Project sponsor/contractor(s).	Prior to construction activities requiring the use of off-road equipment.	Submit certification statement.	Project sponsor / contractor(s) and the ERO.	Considered complete on submittal of certification statement.
Mitigation Measure M-AQ-2 – Air Filtration (Implements Mitigation Measure G-2 of the Eastern Neighborhoods FEIR). <i>Air Filtration and Ventilation Requirements for Sensitive Land Uses.</i> Prior to receipt of any building permit, the project sponsor shall submit a ventilation plan for the proposed building(s). The ventilation plan shall show that the building ventilation system removes at least 80 percent of the outdoor PM <sub>2.5</sub> concentrations from habitable areas and be designed by an engineer certified by ASHRAE, who shall provide a written report documenting that the system meets the 80 percent performance standard identified in this measure and offers the best available technology to minimize outdoor to indoor transmission of air pollution.	Project sponsor; licensed mechanical engineer or authorized professional.	Prior to issuance of building permit.	Submit a ventilation plan.	Department of Public Health (DPH); Planning Department; Department of Building Inspection (DBI).	Considered complete upon DPH approval of enhanced ventilation plan.
<i>Maintenance Plan.</i> Prior to receipt of any building permit, the project sponsor shall present a plan that ensures ongoing maintenance for the ventilation and filtration systems.	Project sponsor.	Prior to issuance of building permit.	Submit a maintenance plan.	DPH; DBI.	Considered complete upon approval of maintenance plan.
<i>Disclosure to buyers and renters.</i> The project sponsor shall also ensure the disclosure to buyers (and renters) that the building is located in an area with existing sources of air pollution and as such, the building includes an air filtration and ventilation system designed to remove 80 percent of outdoor particulate matter and shall inform occupants of the proper use of the installed air filtration system.	Project sponsor.	Prior to sale and/or lease or sub-lease.	Provide disclosure to buyer and renters; include appropriate air filtration and ventilation system in the project.	Project sponsor.	Considered complete upon disclosure to potential and future occupants.

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Mitigation Reporting Responsibility	Monitoring Schedule
<b>HAZARDOUS MATERIALS</b>					
Mitigation Measure M-HZ-1 – Hazardous Building Materials (Implements Mitigation Measure L-1 of the Eastern Neighborhoods FEIR). The City shall condition future development approvals to require that the subsequent project sponsors ensure that any equipment containing PCBs or DEPH, such as fluorescent light ballasts, are removed and properly disposed of according to applicable federal, state, and local laws prior to the start of renovation, and that any fluorescent light tubes, which could contain mercury, are similarly removed and properly disposed of. Any other hazardous materials identified, either before or during work, shall be abated according to applicable federal, state, and local laws.	Project sponsor, contractor(s).	Prior to demolition of structures.	Ensure equipment containing PCBs or DEHP and other hazardous materials is properly disposed.	Project sponsor, contractor(s), DPH, various federal and state agencies.	Considered complete when equipment containing PCBs or DEHP or other hazardous materials is properly disposed.



# IMPROVEMENT MEASURES AGREED TO BY PROJECT SPONSOR

	Responsibility for Implementation	Implementation Schedule	Implementation Action	Implementation Reporting Responsibility	Monitoring Schedule
<b>TRANSPORTATION AND CIRCULATION</b>					
<p><b>Improvement Measure I-TR-1: Monitoring and Abatement of Queues.</b> As an improvement measure to reduce the potential for queuing of vehicles accessing the project site, it shall be the responsibility of the property owner to ensure that recurring vehicle queues do not occur within the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the underground parking garage) blocking any portion of the Shipley Street sidewalk or travel lane for a consecutive period of three minutes or longer on a daily or weekly basis.</p> <p>If a recurring queue occurs, the owner/operator of the parking facility shall employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional bicycle parking, customer shuttles, delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.</p> <p>If the Planning Director, or his or her designee, suspects that a recurring queue is present, the Planning Department shall notify the Project Sponsor in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant shall prepare a monitoring report to be submitted to the Planning Department for review.</p> <p>If the Planning Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to abate the queue.</p>	Owner/operator of off-street parking facility.	Upon operation of the off-street parking facility.	Ensure a vehicle queue does not block any portion of public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis.	Owner/operator; Planning Department	Ongoing during operation.
<p><b>Improvement Measure I-TR-2: Installation of Visual/Audible Devices at Underground Garage Driveway.</b> As an improvement measure to reduce potential conflicts between vehicles entering and exiting the underground garage and pedestrians traveling along the north side sidewalk of Shipley Street, the Project Sponsor shall install visual and/or</p>	Project sponsor, contractor(s).	Upon operation of the off-street parking facility.	<p>Install visual and/or audible notification.</p> <p>Hire transportation consultant to evaluate conditions.</p> <p>Employ abatement methods.</p>	Owner/operator; Planning Department	Considered complete upon

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audible notifications (alarms) to alert pedestrians of vehicles traveling in and out of the underground parking garage.

installation.

**Improvement Measure I-TR-3: Coordination of Move-in/Move-Out Operations and Large Deliveries.** To reduce the potential for parking of delivery vehicles within the travel lane adjacent to the curb lane on Shipley Streets (in the event that the on-street loading is occupied), residential move-in and move-out activities and larger deliveries shall be scheduled and coordinated through building management. Appropriate move-in/move-out procedures shall be enforced to avoid any blockages of Shipley Street over an extended period of time and reduce any potential conflicts between movers and pedestrians walking along Shipley Street. Curb parking on Shipley Street shall be reserved through SFMTA.

Project sponsor, building management.

Upon building occupancy.

Develop procedures for coordinating move-in/move-out activities and large deliveries.

Project sponsor.

Considered complete upon submittal of procedures to Planning Department.

**Improvement Measure I-TR-4: Construction Truck Deliveries During Off-Peak Periods.** Any construction traffic occurring between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m. would coincide with peak hour traffic and could temporarily impede traffic and transit flow, although it would not be considered a significant impact. Limiting truck movements to the hours between 9:00 a.m. and 3:30 p.m. (or other times, if approved by SFMTA) would further minimize disruption of the general traffic flow on adjacent streets during the a.m. and p.m. peak periods.

Project sponsor, construction contractor(s), SFMTA, Fire Department, Muni and Planning Department.

Prior to construction commencement.

Coordinate regarding limiting truck movements to the hours between 9:00 a.m. and 3:30 p.m. Schedule a meeting between project sponsor, construction contractor(s), SFMTA, Fire Department, Muni and Planning Department.

Project sponsor.

Upon completion of project construction.

As required, the Project Sponsor and construction contractor(s) shall meet with the Sustainable Streets Division of the SFMTA, the Fire Department, Muni, and the Planning Department to determine feasible measures to reduce traffic congestion, including potential transit disruption, and pedestrian circulation impacts during construction of the project. To minimize cumulative traffic impacts due to project construction, the Project Sponsor shall coordinate with construction contractors for any concurrent nearby projects (e.g., along Fifth Street, between Howard and Folsom Streets) that are planned for construction or which later become known.

**Improvement Measure I-TR-5: Construction Management Plan.** In addition to items required in the Construction Management Plan, the project sponsor shall include the following:

Project sponsor, contractor(s).

Prior to and during construction.

Implement Construction Management Plan.

Project sponsor.

Upon completion of project construction.

**Carpool and Transit Access for Construction Workers** – As an improvement measure to minimize parking demand and vehicle trips associated with construction workers, the construction contractor shall include methods to encourage carpooling and transit use to the project site by construction workers in the Construction Management Plan/contracts.

**Project Construction Updates** – As an improvement measure to minimize construction impacts on nearby businesses, the project sponsor shall provide regularly-updated information (typically in the form of website, news articles, on-site posting, etc.) regarding project construction and schedule, as well as contact information for specific construction

inquiries or concerns.

**Improvement Measure I-TR-6: Implement Travel Demand Management (TDM) Measures.** Prior to issuance of a temporary permit of building occupancy, the Project Sponsor must execute an agreement with the Planning Department for the provision of TDM services. Recommended components of the TDM program include the following:

- Provide information in the move-in packets and lobby (or electronic) bulletin boards for transit service (Muni and BART lines, schedules and fares), particularly for local trips (such as to the nearest grocery store, hardware store, shopping center, restaurants, and other nearby neighborhood commercial areas), information on where transit passes could be purchased in person and on-line, and information on the Clipper Card and 511 Regional Rideshare Program;
- Include one or more Muni FastPass (loaded onto a Clipper card) as part of the monthly rent, or homeowner association fee;
- Provide TDM training for property managers and coordinators; and have at least one contact person, preferably in the building for tenants with alternative mode travel questions.
- Promote and coordinate ridesharing activities (i.e. establish a "ride board") for all building residents and employees, particularly to popular local events;
- Facilitate access to carshare spaces provided in the parking garage through on-site signage and information on the carshare company, rates, and how to enroll in the carshare program;
- Ensure that the points of access to bicycle parking through elevators on the ground floor and the garage ramp include signage indicating the location of these facilities.
- Ensure that bicycle safety strategies are developed along the sides of the property, avoiding conflicts with private cars, transit vehicles and loading vehicles, posting signs where necessary to increase awareness of the presence of bicycle traffic;
- Facilitate access to the Folsom Street, Howard Street, and Fifth Street bicycle routes via on-site signage;
- Actively encourage alternative mode choice by actively monitoring above efforts effectiveness, and fostering local deliveries from nearby businesses where appropriate; and
- Participate with other project sponsors in a network of transportation brokerage services.

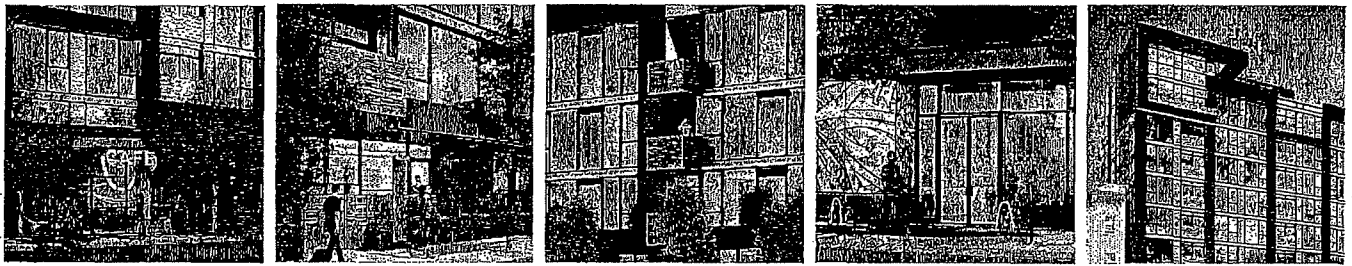
Project sponsor,  
building  
management,  
Planning  
Department  
staff.

Prior to and  
during  
occupancy.

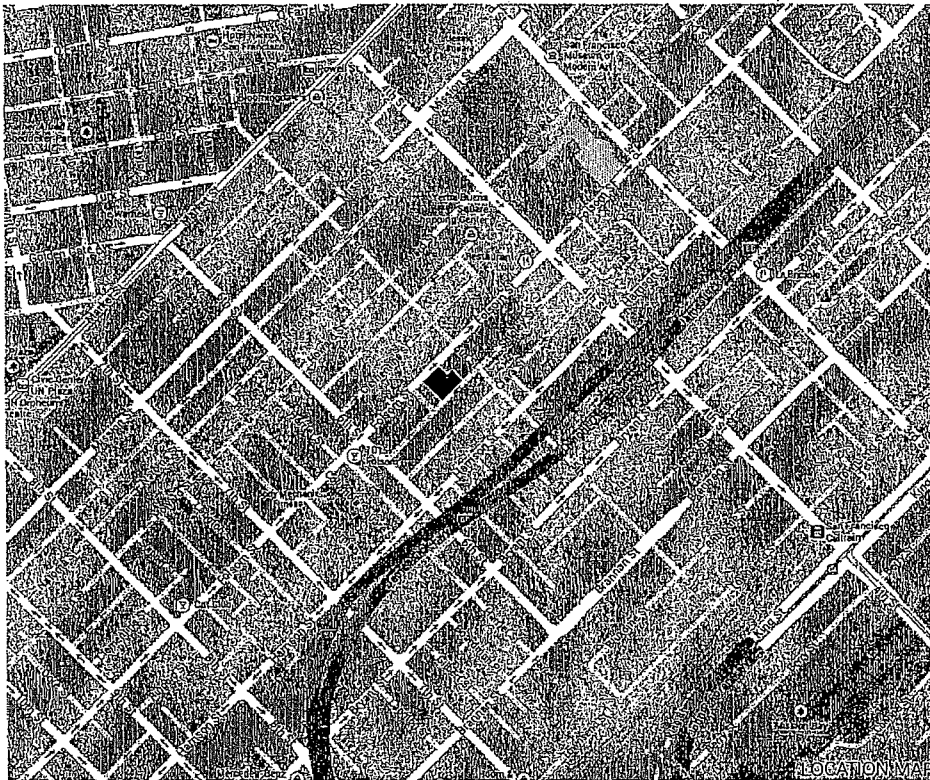
Implement TDM  
measures.

Project sponsor.

Ongoing  
during  
occupancy.



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# DRAWING INDEX

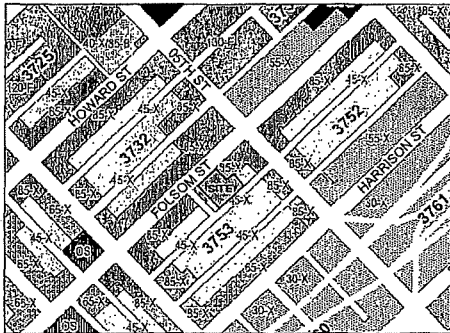
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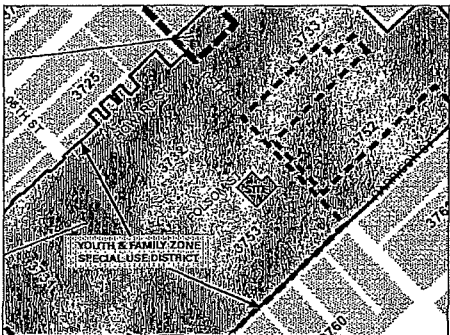
TRUMARK / B-B-N

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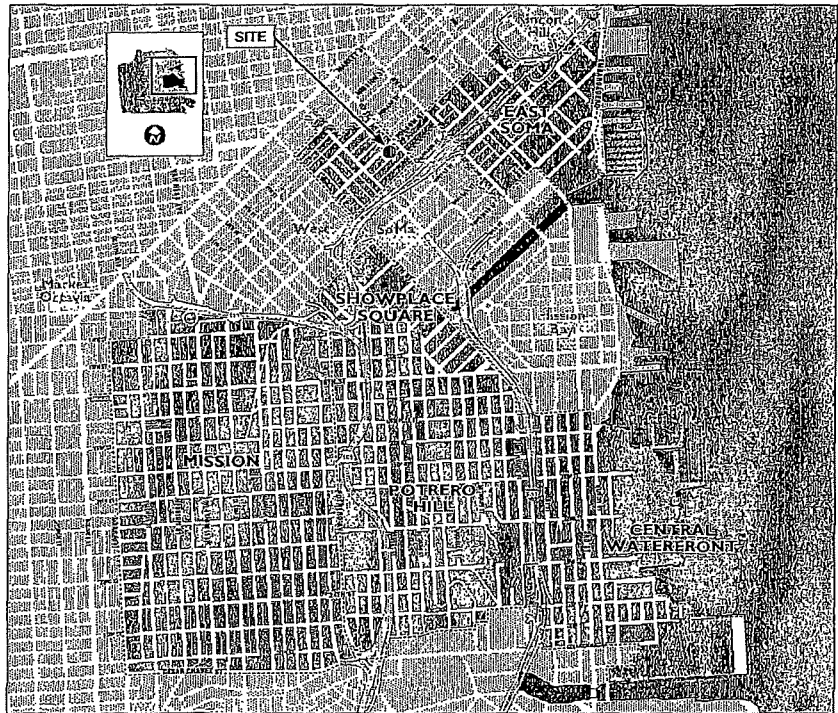
DRAWING INDEX & MAP



HEIGHT & BULK DISTRICTS



YOUTH & FAMILY ZONE  
SPECIAL USE DISTRICT



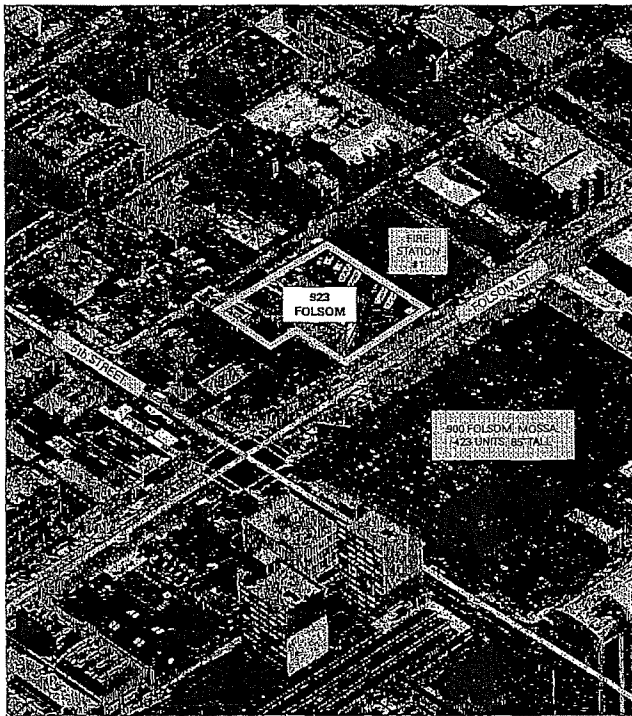
EASTERN NEIGHBORHOODS  
PLAN AREA

SCB 100

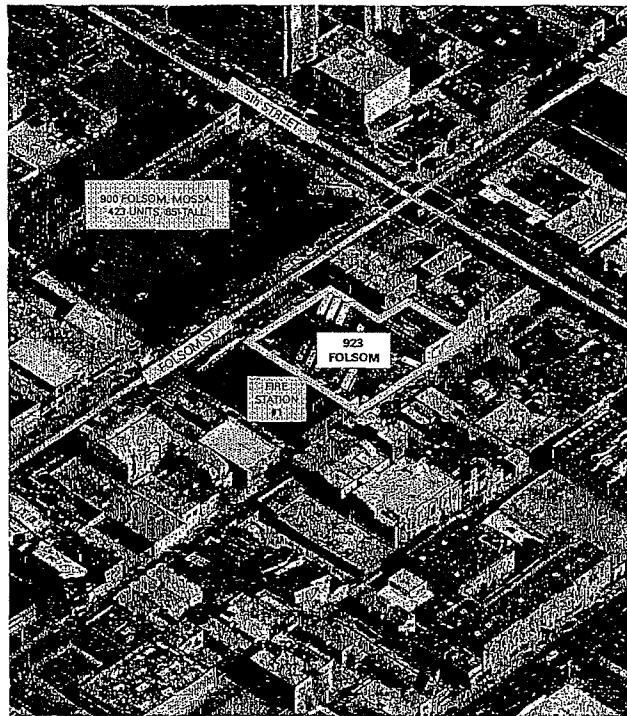
TRUMARK JIMEN

923 FOLSON

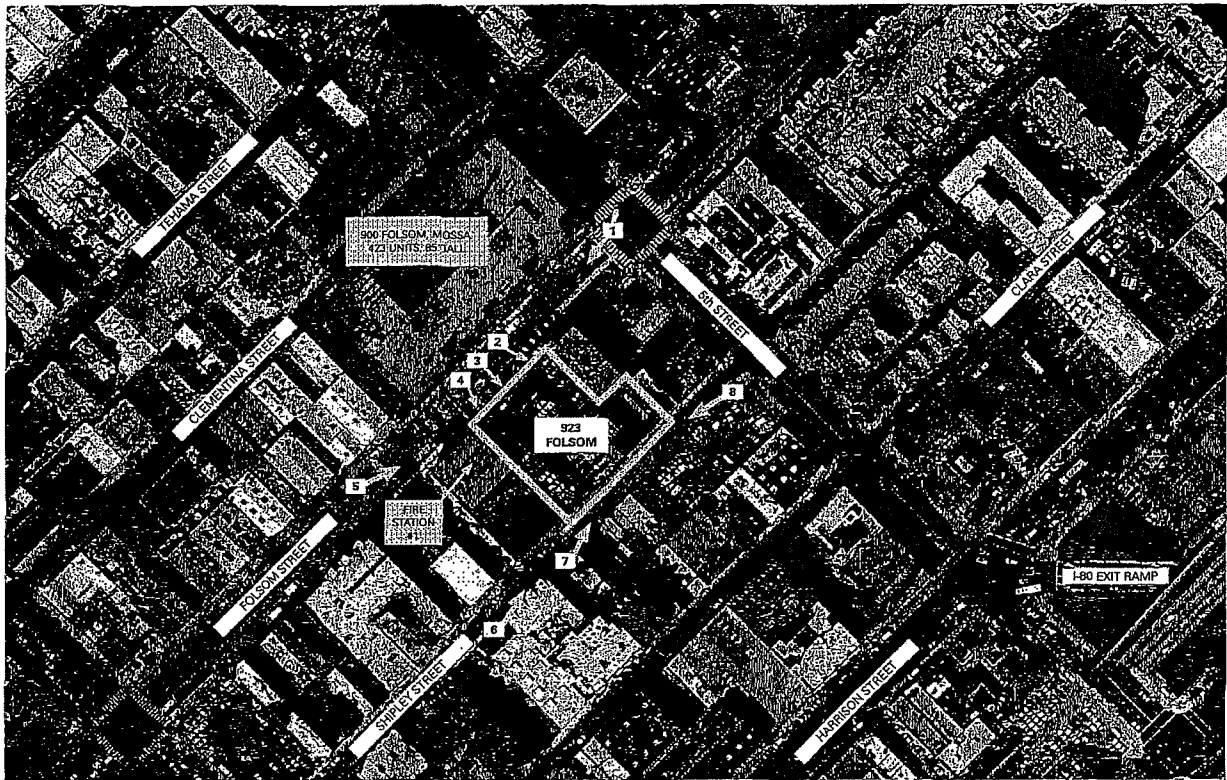
ZONING & NEIGHBORHOODS



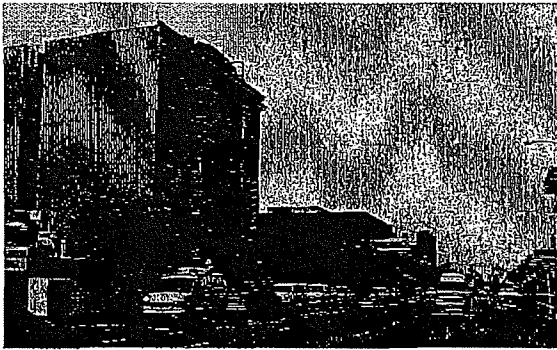
SITE AERIAL, LOOKING SOUTH



SITE AERIAL, LOOKING NORTH



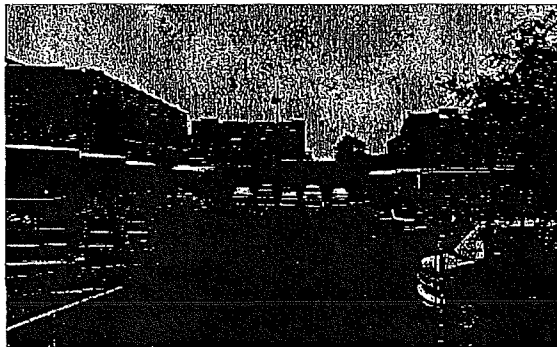




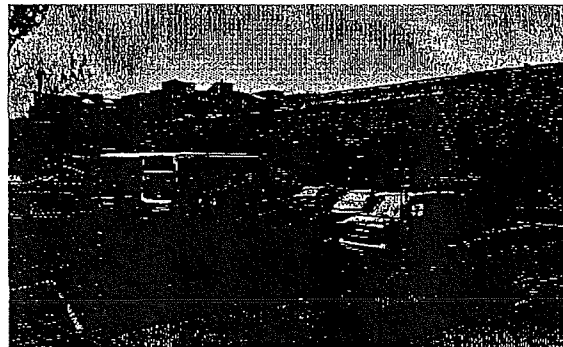
1. NEIGHBORING PROPERTY; LOOKING SOUTH-WEST DOWN FOLSOM



2. SUBJECT PROPERTY



3. SUBJECT PROPERTY

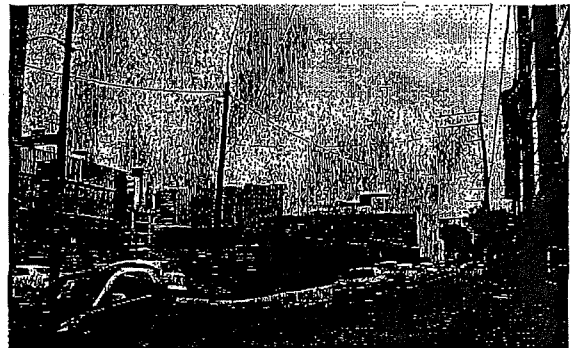


4. SUBJECT PROPERTY

SCB TRUMARK LITIGATION 923 FOLSOM CONTEXT PHOTOGRAPHS



5. NEIGHBORING PROPERTY; LOOKING NORTH-EAST UP FOLSOM



6. NEIGHBORING PROPERTY, LOOKING NORTH-EAST UP SHIPLEY



7. SUBJECT PROPERTY



8. NEIGHBORING PROPERTY, LOOKING SOUTH-WEST DOWN SHIPLEY

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CONTEXT PHOTOGRAPHS

### Area / Unit Analysis

**SITE:** 24,438 sf

14 BMR UNITS

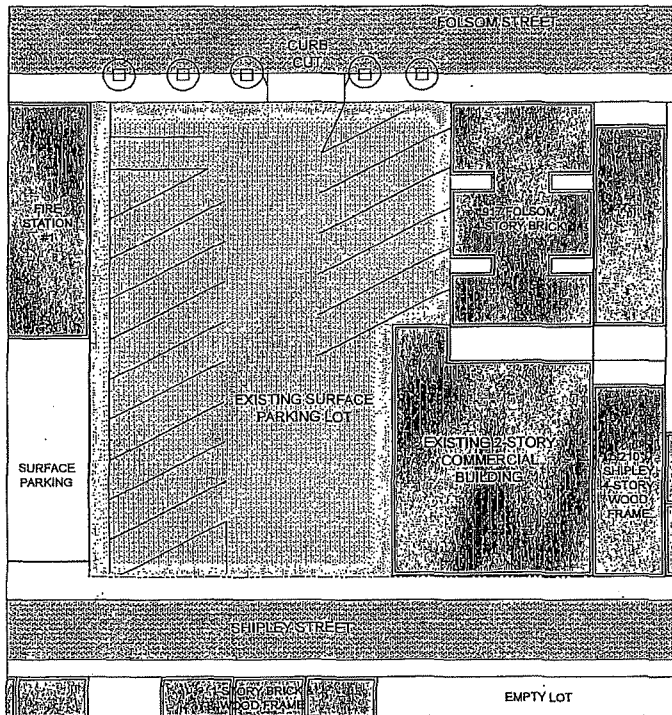
## BIKES

CLASS 1, COMMERCIAL

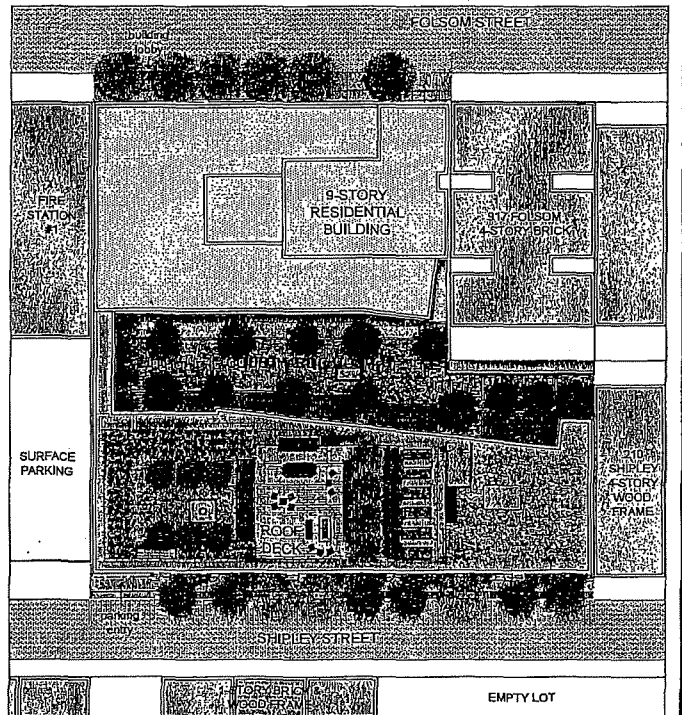
### **PARKING**

### RESIDENTIAL OPEN SPACE

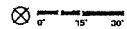
5th FLOOR ROOF D

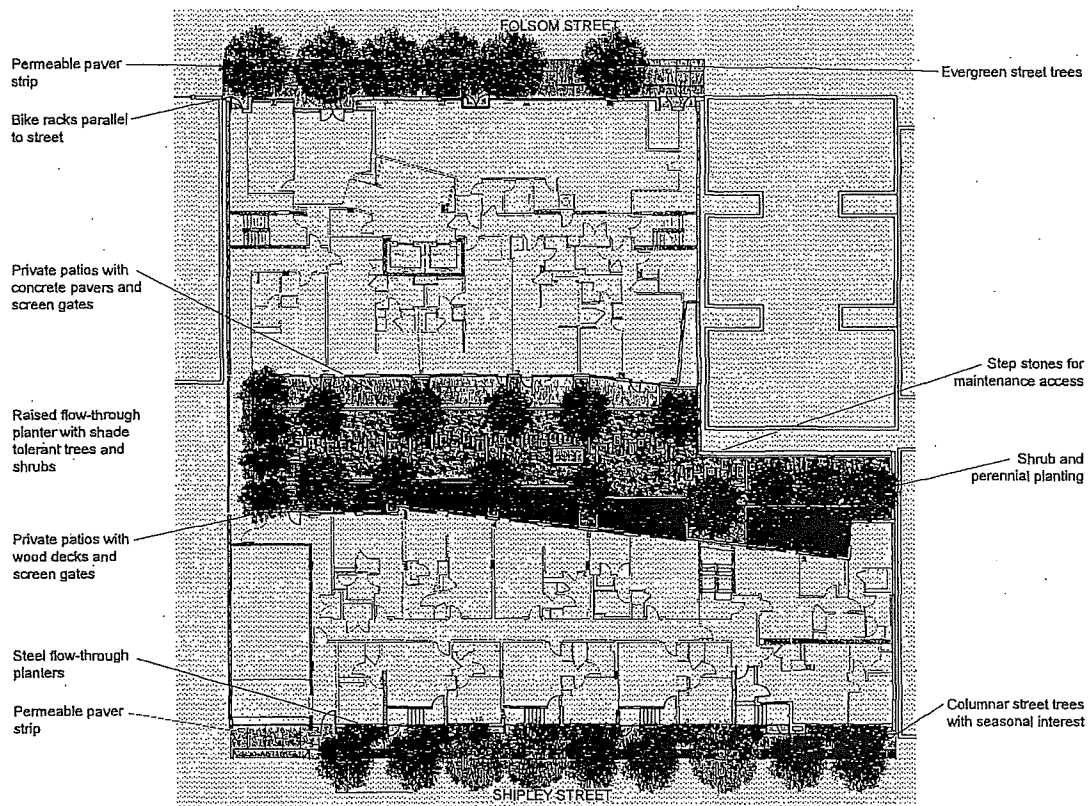


EXISTING SITE PLAN



PROPOSED SITE PLAN

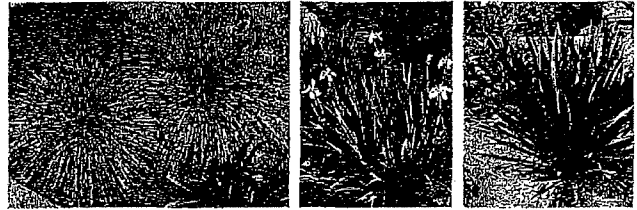




Street Trees



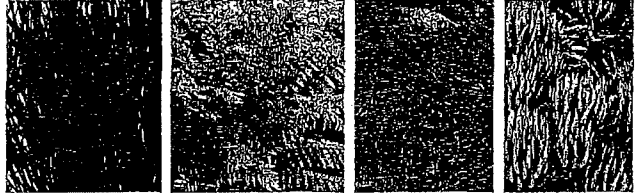
Street Perennials



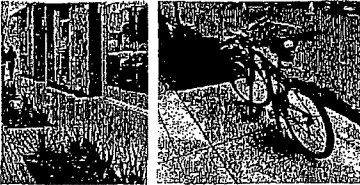
Second Floor Patio - Trees



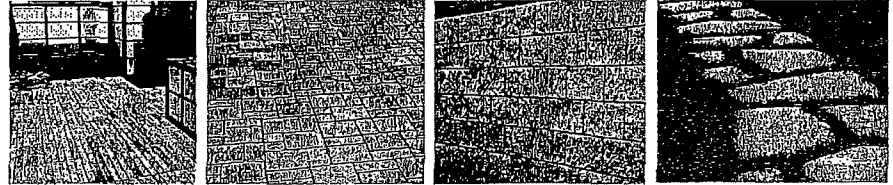
Second Floor Patio - Perennials

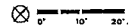
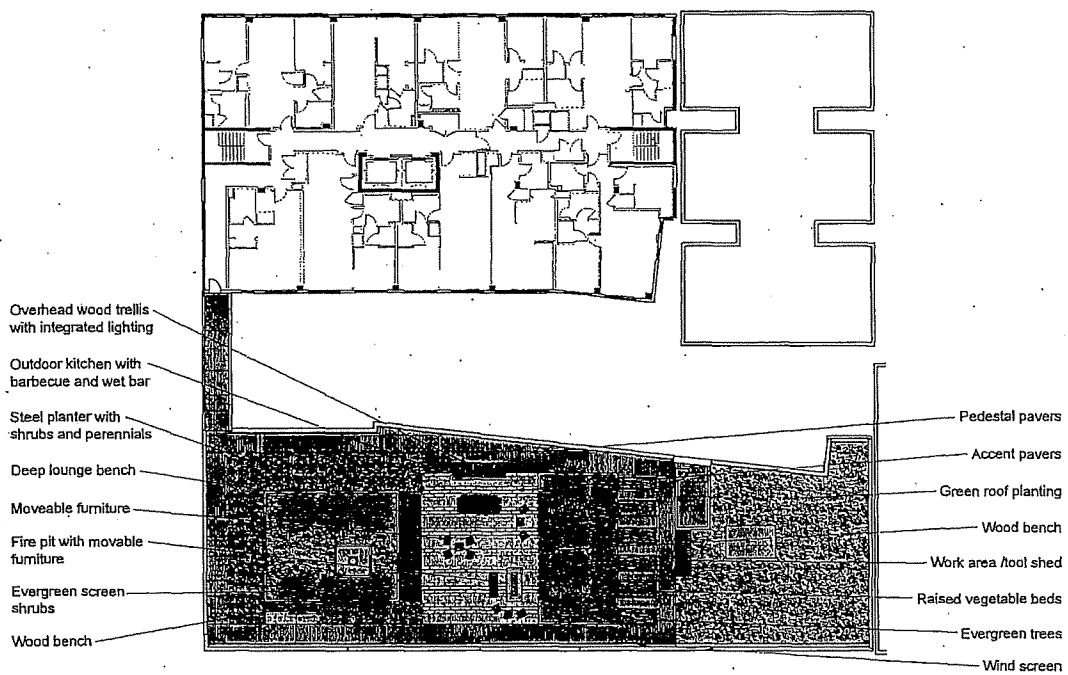


Street - Materials and Furnishing

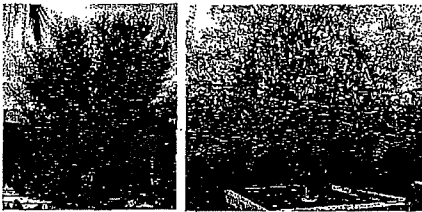


Second Floor Patio - Materials

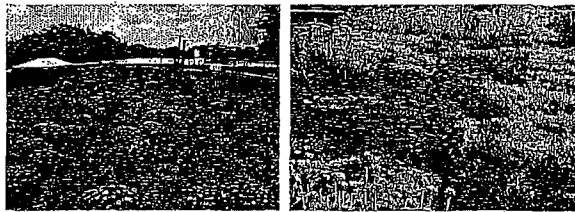




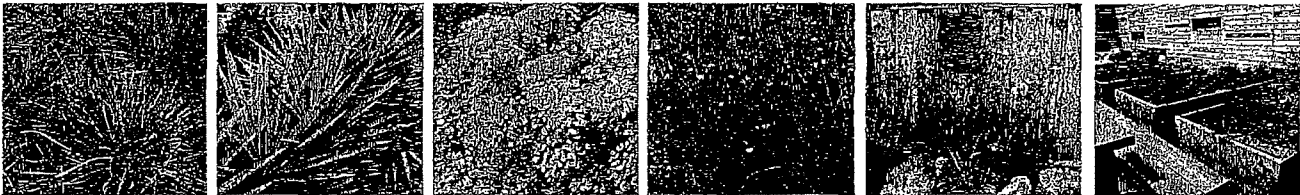
Roof Garden - Trees



Green Roof Planting



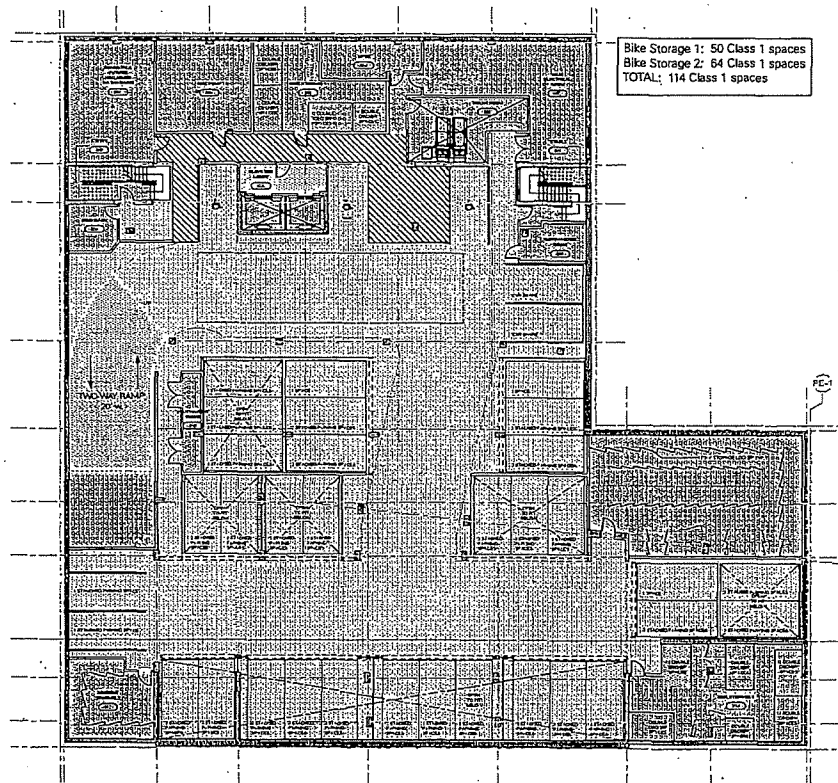
Roof Garden - Perennials



Roof Garden - Outdoor Furniture







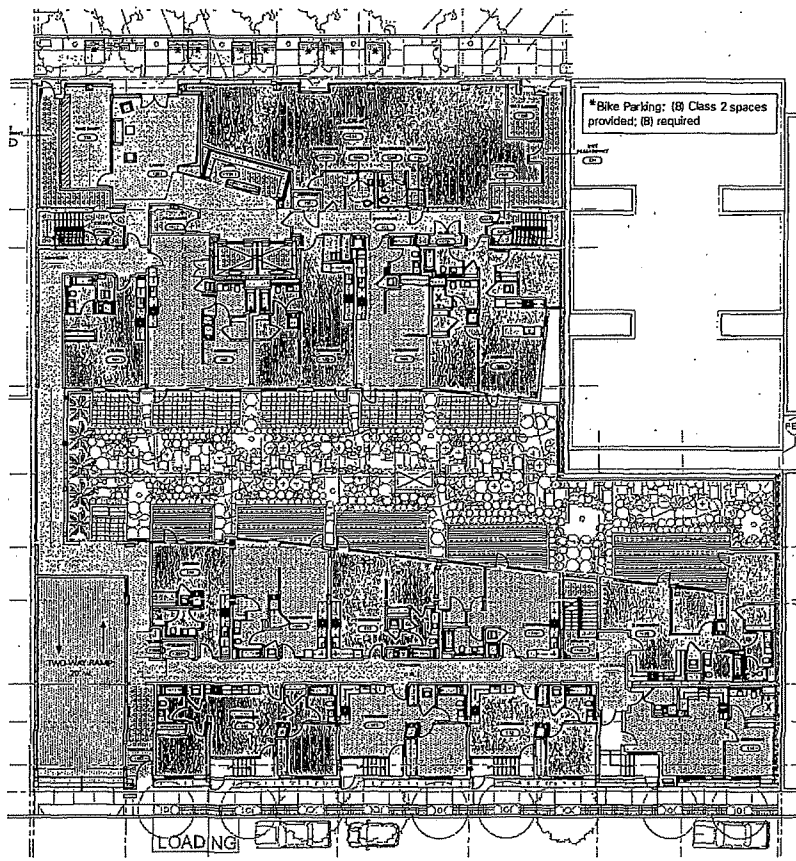
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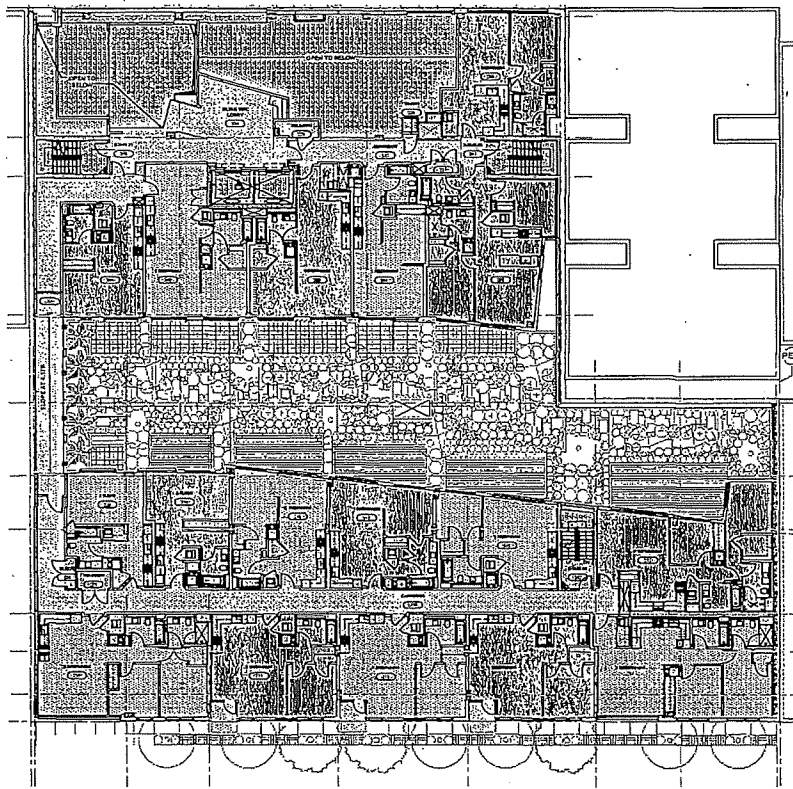
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LOWER LEVEL PLAN





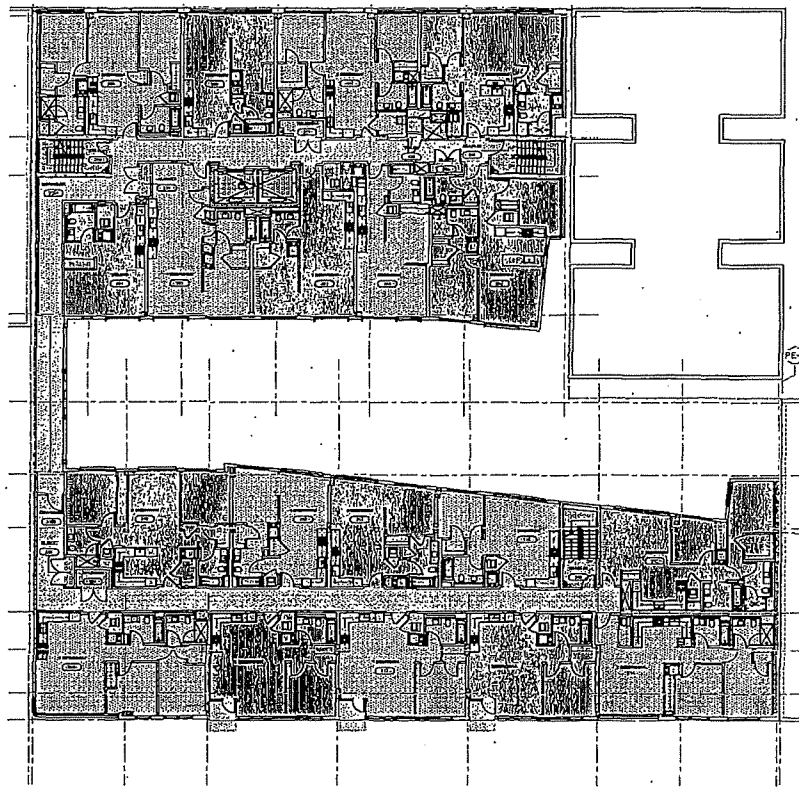
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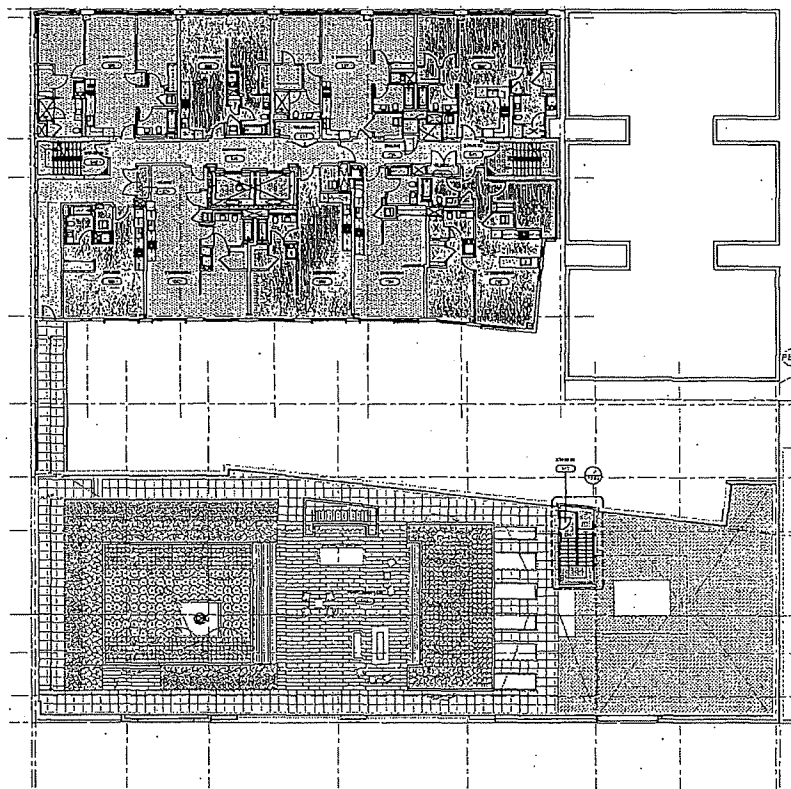
923 FOLSOM

2ND FLOOR PLAN



0' 10' 20'

SCB TRUMARK IRISH 923 FOLSON 3RD FLOOR PLAN

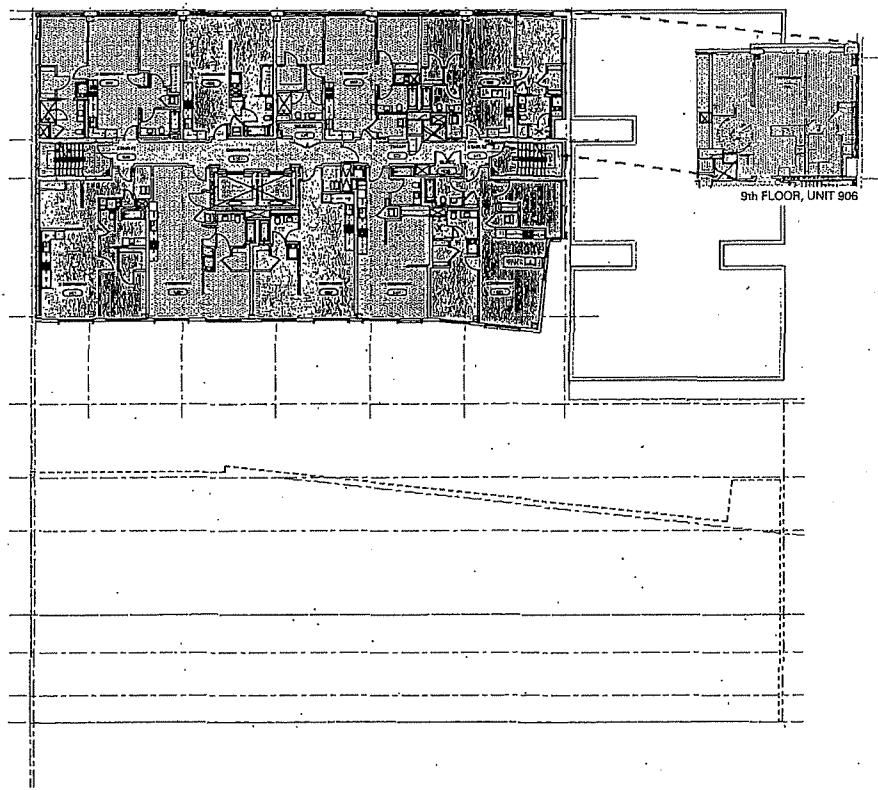


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TRUMARK URBAN

923 FOLSOM

5TH FLOOR PLAN



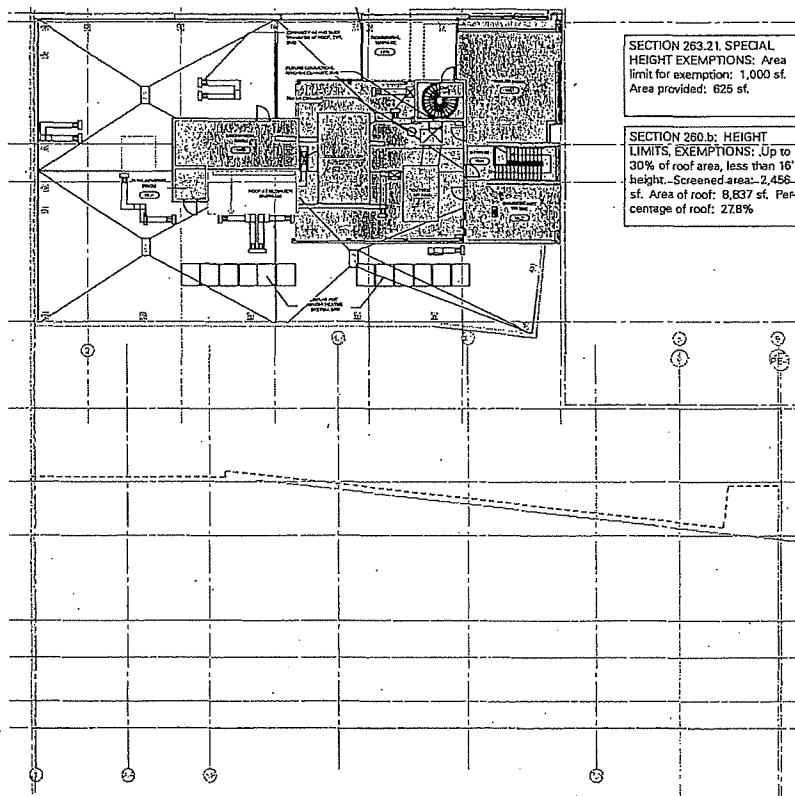
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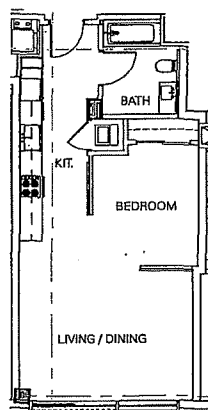
SCB

TRUMARKURBAN

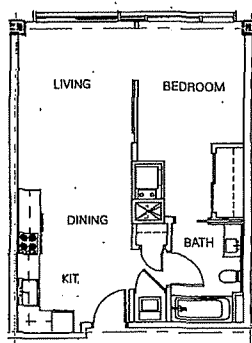
923 MOLSON

6th 9th FLOOR PLAN

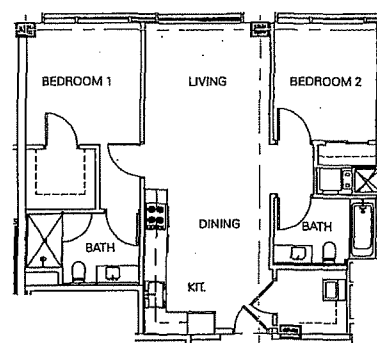




1 BEDROOM



1 BEDROOM



2 BEDROOM



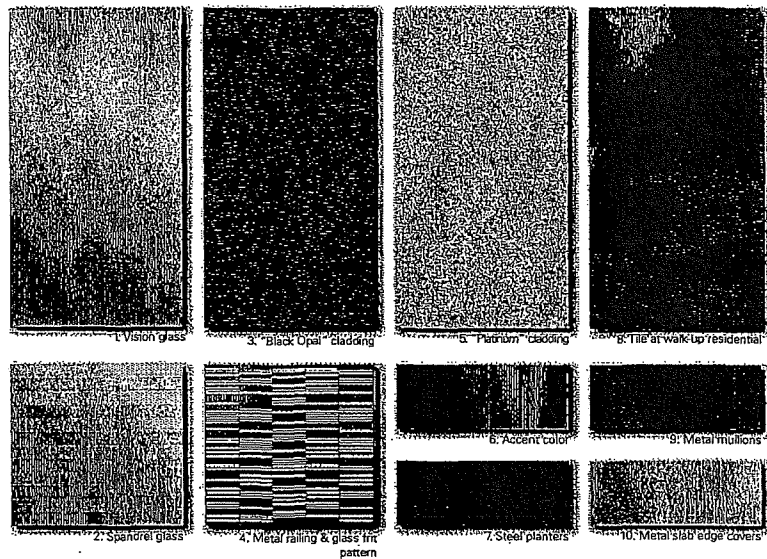
SCB

TRUMARK LEBAN

923 FOLSON

TYPICAL UNIT PLANS







FOLSOM STREET

1. Vision glass
2. Spandrel glass
3. "Black Opal" cladding
4. Metal railing & glass frit pattern
5. "Platinum" cladding
6. Accent color
7. Steel planters
8. Accent tile
9. Metal mullions
10. Metal slab edge covers

SCB

TRUMARKU-LEAH

923 FOLSOM

EXTERIOR RENDERINGS



1. Vision glass
2. Spandrel glass
3. "Black Opal" cladding
4. Metal railing & glass frit pattern
5. "Platinum" cladding
6. Accent color
7. Steel planters
8. Accent tile
9. Metal mullions
10. Metal slab edge covers
11. Building identification art
12. Clear retail & lobby glazing
13. Entry canopy

FOLSOM STREET RESIDENTIAL ENTRY



1. Vision glass
2. Spandrel glass
3. "Black Opal" cladding
4. Metal railing & glass frit pattern
5. "Platinum" cladding
6. Accent color
7. Steel planters
8. Accent tile
9. Metal mullions
10. Metal slab edge covers
11. Building identification art
12. Clear retail & lobby glazing

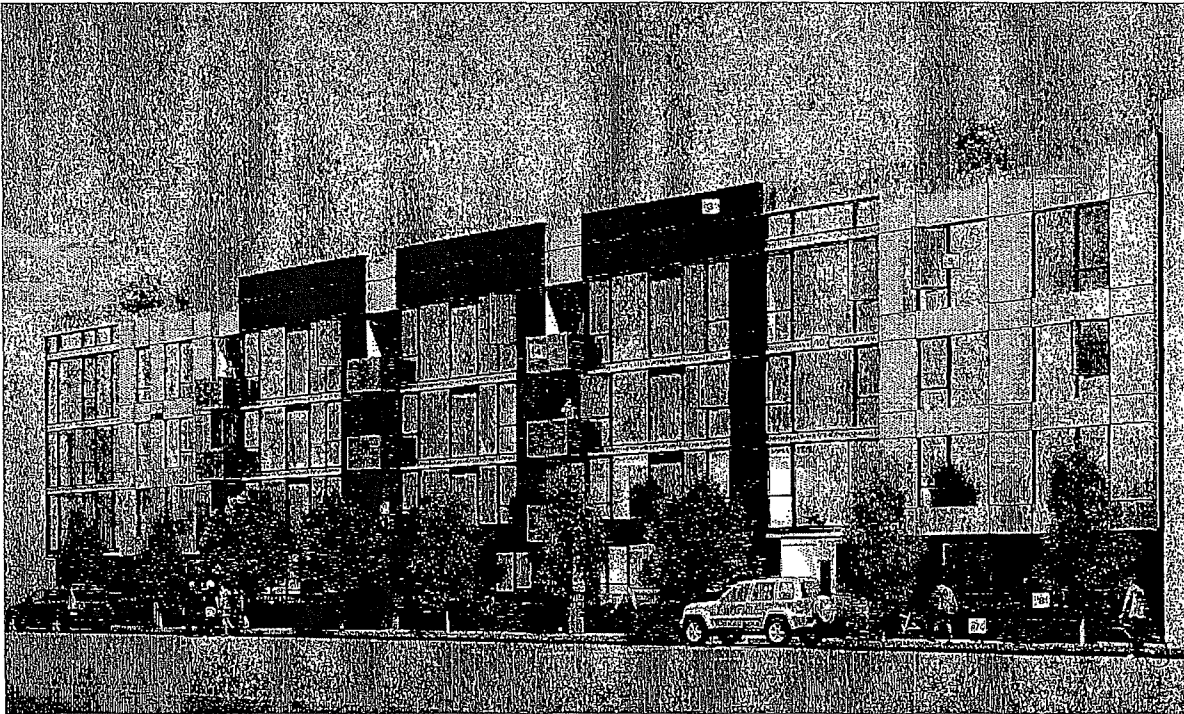
FOLSOM STREET RETAIL

SCB 0276

TRUMARK INTERIORS

923 FOLSOM

EXTERIOR RENDERINGS



1. Vision glass
2. Spandrel glass
3. "Black Opal" cladding
4. Metal railing & glass frit pattern
5. "Platinum" cladding
6. Accent color
7. Steel planters
8. Accent tile
9. Metal mullions
10. Metal slab edge covers

SHIPLEY STREET

SCB

TRUMARK URBAN

823 FOLSON

EXTERIOR RENDERINGS



1. Vision glass
2. Spandrel glass
3. "Black Opal" cladding
4. Metal railing & glass frit pattern
5. "Platinum" cladding
6. Accent color
7. Steel planters
8. Accent tile
9. Metal mullions
10. Metal slab edge covers

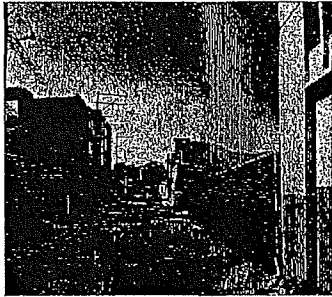
DETAIL AT WALK-UP RESIDENTIAL ON SHIPLEY STREET

SCB

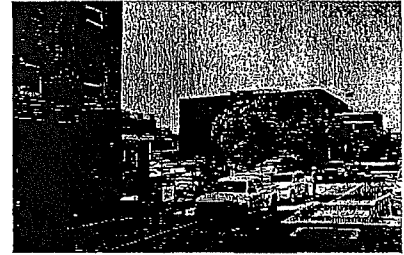
TRUMARK URBAN

825 FOLSON

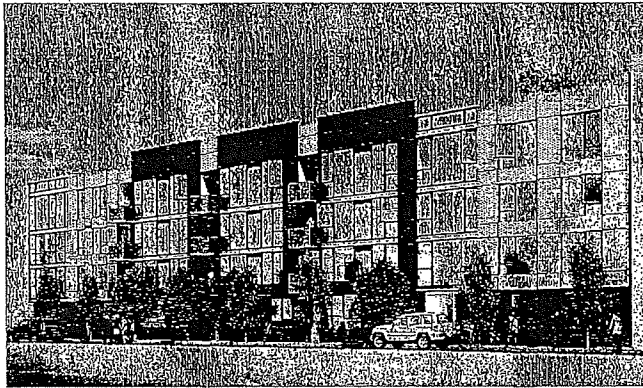
EXTERIOR RENDERINGS



EXISTING: SHIPLEY STREET



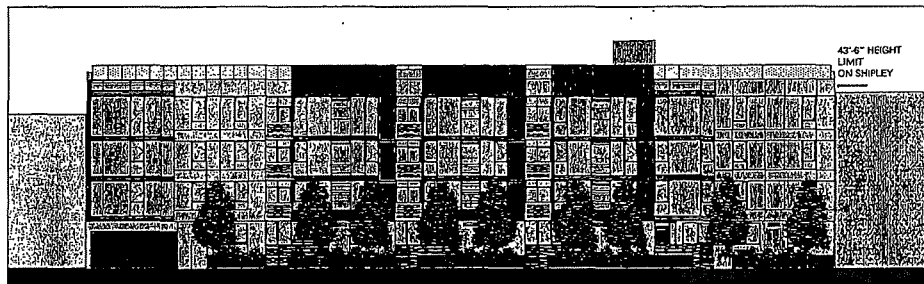
EXISTING: FOLSOM STREET



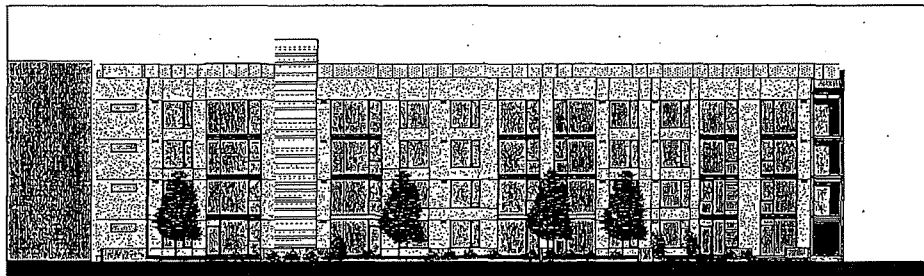
PROPOSED: SHIPLEY STREET



PROPOSED: FOLSOM STREET



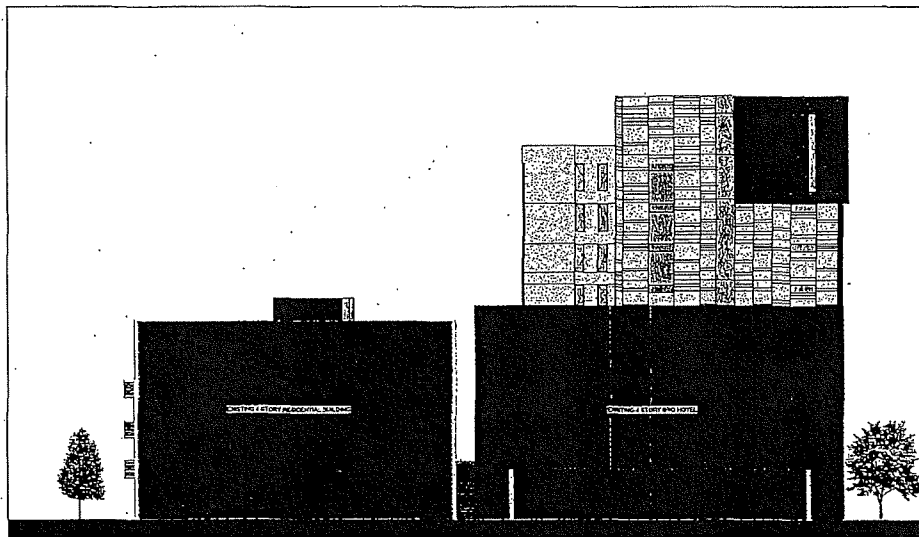
SHIPLEY (SOUTH-EAST) ELEVATION



NORTH-WEST ELEVATION (COURTYARD SIDE)

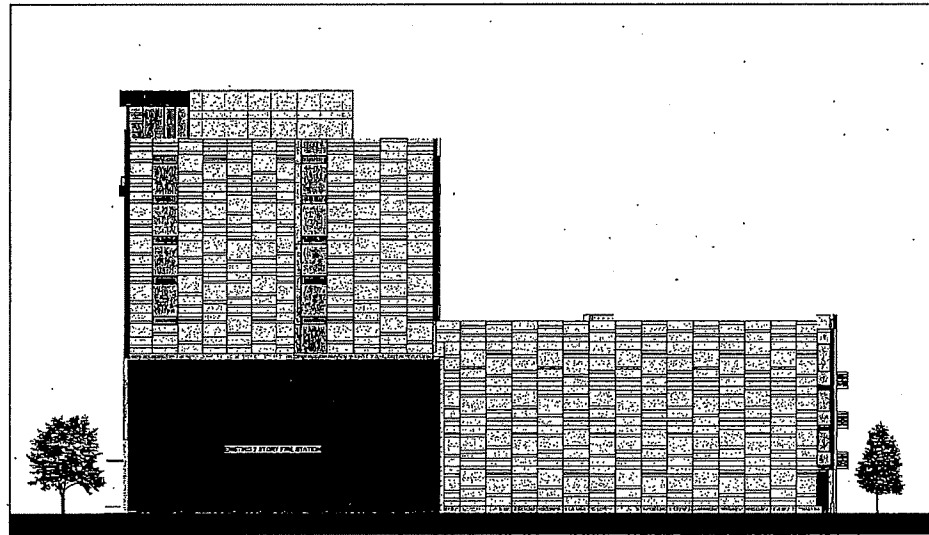
0' 10' 20'





NORTH-EAST ELEVATION

0' 10' 20'



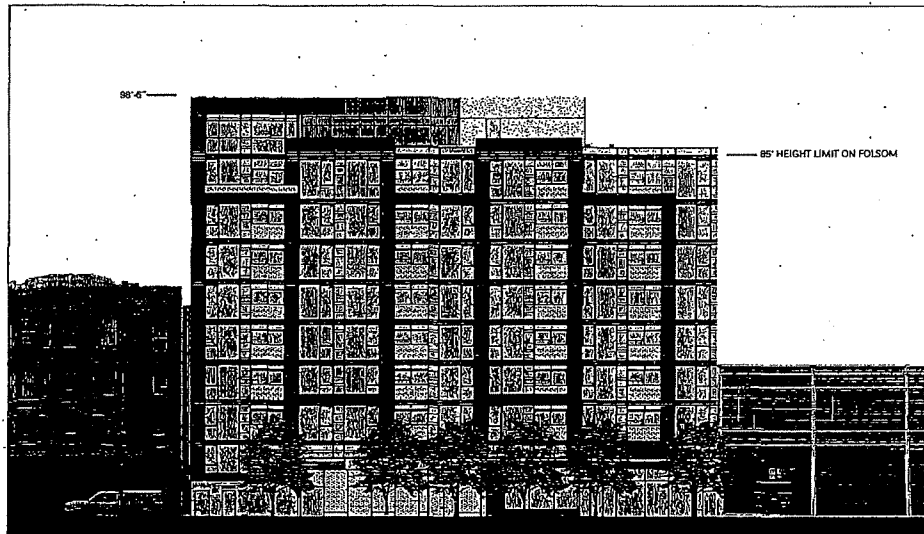
SOUTH-WEST ELEVATION

0' 10' 20'

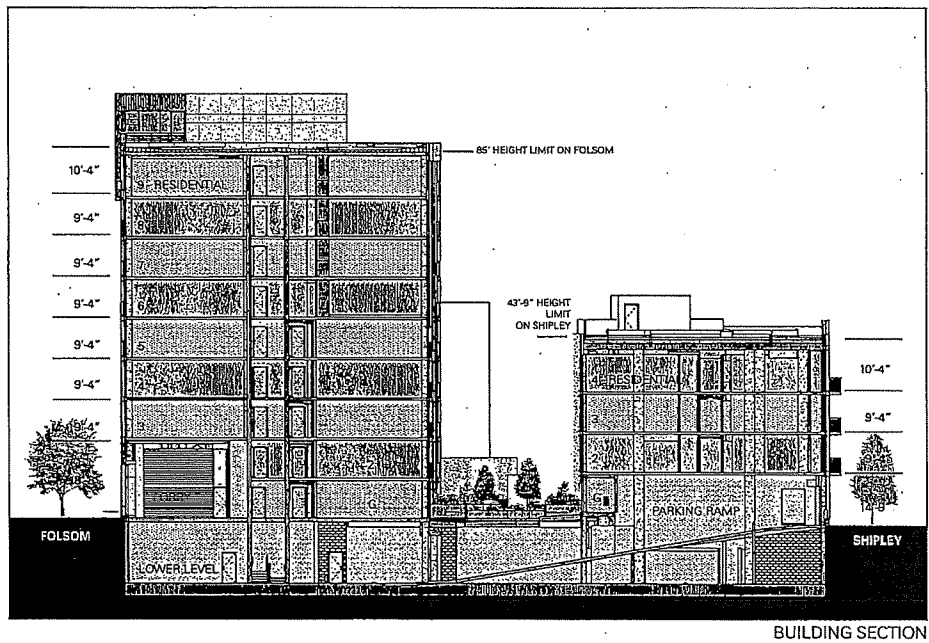


SOUTH-EAST ELEVATION (COURTYARD SIDE)

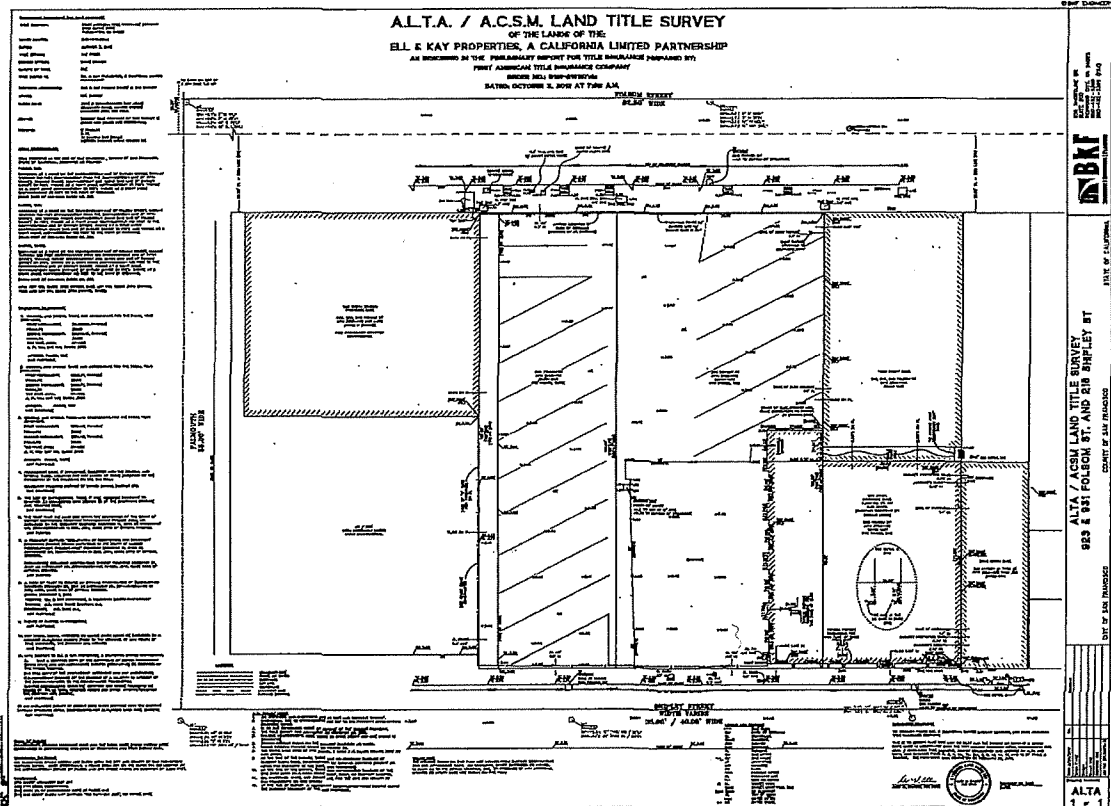
0' 10' 20'



NORTH-WEST ELEVATION (FOLSOM)



BUILDING SECTION



SCB/02/01

TRUMARK (P) (P)

923 FOLSOM

SURVEY

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel: No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Mohammed Nuru, Director, Public Works  
John Rahaim, Director, Planning Department

FROM: *ll*  
*fr* Alisa Somera, Legislative Deputy Director  
Land Use and Transportation Committee

DATE: December 5, 2017

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Kim on November 28, 2017:

**File No. 171257**

**Resolution accepting a public sidewalk easement on Shipley Street adjacent to the development project at 923 Folsom Street; adopting the Public Works Order concerning the easement; making findings under the California Environmental Quality Act; and adopting findings that the sidewalk easement is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1.**

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [alisa.somera@sfgov.org](mailto:alisa.somera@sfgov.org).

c: David Steinberg, Public Works  
Jeremy Spitz, Public Works  
Jennifer Blot, Public Works  
John Thomas, Public Works  
Lena Liu, Public Works  
Scott Sanchez, Planning Department  
Lisa Gibson, Planning Department  
AnMarie Rodgers, Planning Department  
Aaron Starr, Planning Department  
Joy Navarrete, Planning Department  
Laura Lynch, Planning Department

**Introduction Form**

By a Member of the Board of Supervisors or Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN JOSE, CALIF.  
NOV 28 2011Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- ☒ 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- ☐ 2. Request for next printed agenda Without Reference to Committee.
- ☐ 3. Request for hearing on a subject matter at Committee.
- ☐ 4. Request for letter beginning : "Supervisor [ ] inquiries"
- ☐ 5. City Attorney Request.
- ☐ 6. Call File No. [ ] from Committee.
- ☐ 7. Budget Analyst request (attached written motion).
- ☐ 8. Substitute Legislation File No. [ ]
- ☐ 9. Reactivate File No. [ ]
- ☐ 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- ☐ Small Business Commission      ☐ Youth Commission      ☐ Ethics Commission
- ☐ Planning Commission      ☐ Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Kim

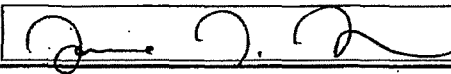
Subject:

[Accepting a Public Sidewalk Easement along Shipley Street adjacent to 923 Folsom Street]

The text is listed:

Resolution accepting a public sidewalk easement on Shipley Street adjacent to the development project at 923 Folsom Street; adopting the Public Works Order concerning the easement; making findings under the California Environmental Quality Act; and adopting findings that the sidewalk easement is consistent with the General Plan and the eight priority policies of Planning Code, Section 101.1.

Signature of Sponsoring Supervisor:



For Clerk's Use Only