



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Large Project Authorization

HEARING DATE: MAY 21, 2015
CONTINUED FROM: MAY 7, 2015

Date: May 14, 2015
Case No.: **2013.0321X**
Project Address: **901 TENNESSEE STREET**
Zoning: UMU (Urban Mixed-Use) Zoning District
40-X Height and Bulk District
Dogpatch Landmark District
Block/Lot: 4108/017
Project Sponsor: Will Mollard, Workshop1
1030 Grayson Street
Berkeley, CA 94710
Staff Contact: Richard Sucre – (415) 575-9108
richard.sucre@sfgov.org
Recommendation: **Approval with Conditions**

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PROJECT DESCRIPTION

The proposed project consists of the demolition of the existing one-story warehouse building, and the new construction of a new, four-story (40-ft tall) with basement residential building (approximately 41,200 square feet). The proposed project includes 44 dwelling units, 33 off-street parking spaces, 88 Class 1 bicycle parking spaces, and 2 Class 2 bicycle parking spaces. The dwelling unit mix includes 3 studios, 23 one-bedroom units, 15 two-bedroom units (including 5 “flexible-occupancy” units), and 3 three-bedroom units. The project incorporates approximately 3,697 square feet of common open space via a roof deck.

SITE DESCRIPTION AND PRESENT USE

The proposed project is located on a rectangular parcel (approximately 10,000 square feet) at the southeast corner of 20th and Tennessee Streets. The subject parcel has a length of 100-ft along 20th Street and 100-ft along Tennessee Street. Currently, the subject lot contains a one-story warehouse that measures approximately 9,000 square feet.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project site is located in the Dogpatch Landmark District and UMU Zoning District along a transitioning industrial corridor within the Central Waterfront Area Plan. The immediate neighborhood includes a former historic firehouse and a former historic police station to the south and east, a former two-story industrial building across Tennessee Street and several smaller-scale light industrial properties

to the south and north along Tennessee Street. The project site is located one block away from 3rd Street, which is a transit corridor for the Muni T-Line. Along this portion of 3rd Street are a series of smaller-scale industrial properties. Along Tennessee Street to the south are a number of smaller-scale commercial and industrial properties, as well as several residential properties, which start mid-block past 20th Street and demarcate the Dogpatch Landmark District. Other zoning districts in the vicinity of the project site include: P (Public); RH-2 (Residential, House, Two-Family); RH-3 (Residential, House, Three-Family) and, PDR-1-G (Production, Distribution and Repair-General).

ENVIRONMENTAL REVIEW

Pursuant to the Guidelines of the State Secretary of Resources for the implementation of the California Environmental Quality Act (CEQA), on March 26, 2015, the Planning Department of the City and County of San Francisco determined that the proposed application was exempt from further environmental review under Section 15183 of the CEQA Guidelines and California 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 Area Plan Final EIR. Since the 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.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	April 17, 2015	April 17, 2015	20 days
Posted Notice	20 days	April 17, 2015	April 17, 2015	20 days
Mailed Notice	20 days	April 17, 2015	April 17, 2015	20 days

The proposal requires a Section 312 Neighborhood notification, which was conducted in conjunction with the required hearing notification for the Large Project Authorization.

PUBLIC COMMENT

As of May 14, 2015, the Department has received five public correspondences expressing support for the proposed project.

ISSUES AND OTHER CONSIDERATIONS

- Large Project Authorization Modifications: As part of the Large Project Authorization (LPA), the Commission may grant modifications from certain Planning Code requirements for projects that exhibit outstanding overall design and are complementary to the design and values of the surrounding area. The proposed project requests modifications from: 1) rear yard (Planning Code Section 134); 2) permitted obstructions over the street, setback, yard or useable open space (Planning Code Section 136); 3) dwelling unit exposure (Planning Code Section 140); and, 4)

accessory use provisions for dwelling units (Planning Code Section 329(d)(10) and 803.03(b)(1)(c)). Department staff is generally in agreement with the proposed modifications given the overall project and its outstanding and unique design.

- Historic Preservation Commission: Since the project is located within a landmark district designated in Article 10 of the San Francisco Planning Code, the Project was reviewed by the Historic Preservation Commission (HPC) on April 15, 2015. The HPC granted a Certificate of Appropriateness and found the project to be compatible infill new construction within a designated landmark district (See Attached-HPC Motion No. 0256).
- Inclusionary Affordable Housing: The Project has elected the on-site affordable housing alternative, identified in Planning Code Section 415.6 and 419.3. The project site is located within the UMU Zoning District, and is subject to the Tier A Affordable Housing Program Requirements, which requires 14.4% of the total number of units to be designated as part of the inclusionary affordable housing program. The Project contains 44 units and the Project Sponsor will fulfill this requirement by providing the 6 affordable units on-site, which will be available for rent. As part of the project, the Project Sponsor has entered into a Costa-Hawkins Agreement with the City. A copy of this agreement will be provided at the Planning Commission Hearing.
- Development Impact Fees: The Project would be subject to the following development impact fees, which are estimated as follows:

FEE TYPE	PLANNING CODE SECTION/FEE	AMOUNT
Eastern Neighborhoods Impact Fee (9,000 sq ft – Tier 1; Change in Use from PDR to Residential)	423 (@ \$6.07)	\$54,630
Eastern Neighborhoods Impact Fee (32,200 sq ft – Tier 1; New Residential)	423 (@ \$9.71)	\$312,662
	TOTAL	\$367,292

Please note that these fees are subject to change between Planning Commission approval and approval of the associated Building Permit Application, as based upon the annual updates managed by the Development Impact Fee Unit of the Department of Building Inspection.

- May 7, 2015 Planning Commission Hearing: On May 7, 2015, the Planning Commission reviewed the proposed project, and requested additional modifications to the inner court to address potential issues with privacy and dwelling unit exposure. The Project Sponsor has incorporated the following revisions: 1) increase of the width of the inner court from 20-ft to 25-ft, and 2) reduction of the overall gross square footage from 42,400 gsf to 41,200 gsf. These modifications have not affected the total amount of dwelling units (including the number of provided below market rate units) or the dwelling unit mix. In addition, the project plans include a section drawing and elevations of the proposed inner court, which demonstrate that the courtyard units have offset windows on the upper levels and privacy screens on the ground floor level.

REQUIRED COMMISSION ACTION

In order for the project to proceed, the Commission must grant a Large Project Authorization pursuant to Planning Code Section 329 to allow the new construction of a four-story residential building with 44 dwelling units and 33 off-street parking spaces, and to allow modifications to the requirements for rear yard (Planning Code Section 134), permitted obstructions over the street, setback, yard or useable open space (Planning Code Section 136), dwelling unit exposure (Planning Code Section 140), and accessory use provisions for dwelling units (Planning Code Section 329(d)(10) and 803.03(b)(1)(c)).

BASIS FOR RECOMMENDATION

The Department believes this project is approvable for the following reasons:

- The Project complies with the applicable requirements of the Planning Code.
- The Project is consistent with the objectives and policies of the General Plan.
- The Project is located in a zoning district where residential use is principally permitted.
- The Project produces a new residential development with significant site updates, including landscaping and common open space.
- The Project received a Certificate of Appropriateness from the Historic Preservation Commission, thus providing for compatible infill new construction within a designated landmark district.
- The Project is consistent with and respects the existing neighborhood character, and provides an appropriate massing and scale for a large block.
- The Project complies with the First Source Hiring Program.
- The Project adds 44 new dwelling units to the City's housing stock.
- The Project includes six on-site affordable housing units, which complies with the UMU District's goal to provide a higher level of affordability.
- The Project will fully utilize the Eastern Neighborhoods Area Plan controls, and will pay the appropriate development impact fees.

RECOMMENDATION:	Approval with Conditions
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Attachments:

Draft Motion-Large Project Authorization
Parcel Map
Sanborn Map
Aerial Photograph
Zoning Map
Major Projects Map
HPC Motion No. 0256
Architectural Drawings
Affordable Housing Affidavit
First Source Hiring Affidavit

Executive Summary
Hearing Date: May 21, 2015

CASE NO. 2013.0321X
901 Tennessee Street

Anti-Discriminatory Housing Policy Affidavit
Public Correspondence
Community Plan Exemption

Attachment Checklist

- | | |
|---|--|
| <input checked="" type="checkbox"/> Executive Summary | <input checked="" type="checkbox"/> Project Sponsor Submittal |
| <input checked="" type="checkbox"/> Draft Motion | Drawings: <u>Existing Conditions</u> |
| <input checked="" type="checkbox"/> Environmental Determination | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Zoning District Map | Drawings: <u>Proposed Project</u> |
| <input checked="" type="checkbox"/> Height & Bulk Map | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Parcel Map | <input type="checkbox"/> Health Dept. Review of RF levels |
| <input checked="" type="checkbox"/> Sanborn Map | <input type="checkbox"/> RF Report |
| <input checked="" type="checkbox"/> Aerial Photo | <input type="checkbox"/> Community Meeting Notice |
| <input checked="" type="checkbox"/> Context Photos | <input checked="" type="checkbox"/> Inclusionary Affordable Housing Program:
Affidavit for Compliance |
| <input checked="" type="checkbox"/> Site Photos | |

Exhibits above marked with an "X" are included in this packet

RS
Planner's Initials

RS: G:\Documents\Large Project Authorization\2013.0321X 901 Tennessee St\ExecutiveSummary_901 Tennessee St.doc



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 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 Fees) |

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Planning Commission Draft Motion

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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) PERMITTED OBSTRUCTIONS OVER THE STREET, SETBACK, YARD OR USEABLE OPEN SPACE PURSUANT TO PLANNING CODE SECTION 136, 3) DWELLING UNIT EXPOSURE, PURSUANT TO PLANNING CODE SECTION 140, AND 4) ACCESSORY USE PROVISIONS TO DWELLING UNITS, PURSUANT TO PLANNING CODE SECTIONS 329(D)(10) AND 803.03(B)(1)(C), TO ALLOW CONSTRUCTION OF A NEW FOUR-STORY RESIDENTIAL BUILDING (APPROXIMATELY 41,200 GSF) WITH 44 DWELLING UNITS (CONSISTING OF 3 STUDIOS, 23 1-BEDROOM UNITS, 15 2-BEDROOM UNITS, AND 3 3-BEDROOM UNITS), LOCATED AT 901 TENNESSEE STREET, LOT 017 IN ASSESSOR'S BLOCK 4108, WITHIN THE DOGPATCH LANDMARK DISTRICT, UMU (URBAN MIXED-USE) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On June 19, 2014, Will Mollard of Workshop1 (hereinafter "Project Sponsor") filed Application No. 2013.0321X (hereinafter "Application") with the Planning Department (hereinafter "Department") for a Large Project Authorization to construct a new four-story residential building with 44 dwelling units at 901 Tennessee Street (Block 4108 Lots 007) in San Francisco, California.

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 March 26, 2015, 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.

On May 21, 2015, the Planning Commission ("Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Large Project Authorization Application No. 2013.0321X.

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. 2013.0321X, 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 proposed project is located on a rectangular parcel (approximately 10,000 square feet) at the southeast corner of 20th and Tennessee Streets. The subject parcel has a length of 100-ft along 20th Street and 100-ft along Tennessee Street. Currently, the subject lot contains a one-story warehouse that measures approximately 9,000 square feet.
3. **Surrounding Properties and Neighborhood.** The project site is located in the Dogpatch Landmark District and UMU Zoning District along a transitioning industrial corridor within the Central Waterfront Area Plan. The immediate neighborhood includes a former historic firehouse and a former historic police station to the south and east, a former two-story industrial building across Tennessee Street and several smaller-scale light industrial properties to the south and north along Tennessee Street. The project site is located one block away from 3rd Street, which is a transit corridor for the Muni T-Line. Along this portion of 3rd Street are a series of smaller-scale industrial properties. Along Tennessee Street to the south are a number of smaller-scale commercial and industrial properties, as well as several residential properties, which start mid-block past 20th Street and demarcate the Dogpatch Landmark District. Other zoning districts in the vicinity of the project site include: P (Public); RH-2 (Residential, House, Two-Family); RH-3 (Residential, House, Three-Family) and, PDR-1-G (Production, Distribution and Repair-General).
4. **Project Description.** The proposed project consists of the demolition of the existing one-story warehouse building, and the new construction of a new, four-story (40-ft tall) with basement residential building (approximately 41,200 square feet). The proposed project includes 44 dwelling units, 33 off-street parking spaces, 88 new Class 1 bicycle parking spaces, and 2 Class 2 bicycle parking spaces. The dwelling unit mix includes 3 studios, 23 one-bedroom units, 15 two-

bedroom units (including 5 “flexible-occupancy” units), and 3 three-bedroom units. The project incorporates approximately 3,697 square feet of common open space via a roof deck.

5. **Public Comment.** To date, the Department has received five public correspondences expressing support for the proposed project.
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. **Permitted Uses in UMU Zoning Districts.** Planning Code Section 843.20 states that residential use is principally permitted use within the UMU Zoning District.

The Project would construct a new residential use within the UMU Zoning District; therefore, the proposed project complies with Planning Code Sections 843.20.

- B. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard equal to 25 percent of the total lot depth of the lot to be provided at every residential level. Therefore, the Project would have to provide a rear yard, which measures approximately 5,000 sq ft, located along the rear property line.

Currently, the Project occupies a corner lot at the intersection of 20th and Tennessee Streets. Since the surrounding area is primarily industrial, the subject block does not possess a pattern of mid-block open space.

The Project features a rear yard on the ground floor, which extends mid-block from 20th Street and measures approximately 20-ft wide by 100-ft long. The Project provides open space through a series of private yards, a ground floor courtyard, and a roof deck. The Project provides a total of 3,697 sq ft of code-complying open space. Thus, the total amount of open space, which would have been provided through the required rear yard (2,500 square feet), is exceeded. The Project is seeking a modification of the rear yard requirement as part of the Large Project Authorization, since the proposed rear yard (or rear courtyard) does not meet the minimum required dimensions (See Below).

- C. **Useable Open Space.** Planning Code Section 135 requires a minimum of 80 sq ft of open space per dwelling unit, if not publically accessible, or 54 sq ft of open space per dwelling unit, if publically accessible. Private useable open space shall have a minimum horizontal dimension of six feet and a minimum area of 36 sq ft is located on a deck, balcony, porch or roof, and shall have a minimum horizontal dimension of 10 feet and a minimum area of 100 sq ft if located on open ground, a terrace or the surface of an inner or outer court. Common useable open space shall be at least 15 feet in every horizontal dimension and shall be a minimum of 300 sq ft. Further, inner courts may be credited as common useable open space if the enclosed space is not less than 20 feet in every horizontal dimension and 400 sq ft in area, and if the height of the walls and projections above the court on at least three sides is such that no point on any such wall or projection is higher than one foot for each foot that such point is horizontally distant from the opposite side of the clear space in the court.

For the proposed 44 dwelling units, the Project is required to provide 3,520 sq ft of open space, either private or common.

In total, the Project exceeds the amount of open space by constructing a total of 3,697 sq ft of useable code-complying common open space via a roof deck. The Project incorporates additional open space via private terraces, which face Tennessee Street, and a series of private courts on the ground floor in the interior courtyard. Overall, the Project complies with Planning Code Section 135.

- D. Permitted Obstructions.** Planning Code Section 136 outlines the requirements for features, which may be permitted over street, alleys, setbacks, yards or useable open space.

Currently, the Project includes a large rectilinear bay window along Tennessee Street and an angled bay window on 20th Street, which project over the street. These two features do not meet the dimensional requirements specified in the Planning Code; therefore, the Project is seeking a modification of the permitted obstruction requirements as part of the Large Project Authorization, since the proposed bay windows does not meet the maximum required dimensions (See Below).

- E. Streetscape and Pedestrian Improvements.** Planning Code Section 138.1 requires one new street tree for every 20 feet of street frontage for projects proposing new construction, as well as a streetscape plan, which includes elements from the Better Streets Plan.

The Project includes the new construction of a four-story residential building on a lot with approximately 100-ft of frontage along 20th Street and 100-ft of frontage along Tennessee Street. Therefore, the Project is required to provide a total of five street trees along 19th Street, and five street trees along Tennessee Street.

Currently, the Project meets the street tree requirement by providing five street trees along 19th Street and five street trees along Tennessee Street. Depending on consultation with the Department of Public Works (DPW), the Project shall seek a waiver from the Zoning Administrator and pay an in-lieu fee for any street tree not provided along the street.

In addition, the Project includes streetscape elements, including a bulb-out at the corner of 20th and Tennessee Streets, as well as new sidewalk plantings, bicycle parking and street furniture.

Therefore, the Project complies with Planning Code Section 138.1.

- F. Bird Safety.** Planning Code Section 139 outlines the standards for bird-safe buildings, including the requirements for location-related and feature-related hazards.

The subject lot is not located in close proximity to an Urban Bird Refuge. The proposed project meets the requirements of feature-related standards and does not include any unbroken glazed segments 24-sq ft and larger in size; therefore, the proposed project complies with Planning Code Section 139.

- G. **Dwelling Unit Exposure.** Planning Code Section 140 requires that at least one room of all dwelling units face onto a public street, rear yard or other open area that meets minimum requirements for area and horizontal dimensions. To meet exposure requirements, a public street, public alley, side yard or rear yard must be at least 25 ft in width, or an open area (inner court) must be no less than 25 ft in every horizontal dimension for the floor at which the dwelling unit is located.

The Project organizes the dwelling units to have exposure either on 20th or Tennessee Streets, or along the inner court. As proposed, the inner court does not meet the dimensional requirements of the Planning Code. Currently, eight dwelling units (three on the ground floor and five on the second floor) do not face onto an open area, which meets the dimensional requirements of the Planning Code. Therefore, the Project is seeking a modification of the dwelling unit exposure requirements for eight dwelling units as part of the Large Project Authorization (See Below).

- H. **Street Frontage in Mixed Use Districts.** Planning Code Section 145.1 requires off-street parking at street grade on a development lot to be set back at least 25 feet on the ground floor; that no more than one-third of the width or 20 feet, whichever is less, of any given street frontage of a new structure parallel to and facing a street shall be devoted to parking and loading ingress or egress; that space for active uses be provided within the first 25 feet of building depth on the ground floor; that non-residential uses have a minimum floor-to-floor height of 14 feet; that the floors of street-fronting interior spaces housing non-residential active uses and lobbies be as close as possible to the level of the adjacent sidewalk at the principal entrance to these spaces; and that frontages with active uses that are not residential or PDR be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level.

The Project meets the requirements of Planning Code Section 145.1. The off-street parking is located below grade. The Project has only one 8-ft wide garage entrance to the off-street parking located along 20th Street. The Project features active uses on the ground floor with walk-up dwelling units with direct, individual pedestrian access to a public sidewalk. Finally, the Project features appropriate street-facing ground level spaces, as well as the ground level transparency and fenestration requirements.

- I. **Off-Street Parking.** Planning Section 151.1 of the Planning Code allows off-street parking at a maximum ratio of .75 per dwelling unit.

For the 44 dwelling units, the Project is allowed to have a maximum of 33 off-street parking spaces. Currently, the Project provides 33 below-grade off-street parking spaces. Therefore, the proposed project complies with Planning Code Section 151.1.

- J. **Bicycle Parking.** Planning Section 155.2 of the Planning Code requires at least one Class 1 bicycle parking spaces for each dwelling unit and one Class 2 bicycle parking spaces for every 20 dwelling units.

The Project includes 44 dwelling units; therefore, the Project is required to provide 44 Class 1 bicycle parking spaces and 2 Class 2 bicycle parking spaces. The Project will provide 88 Class 1 bicycle parking spaces and 2 Class 2 bicycle parking spaces, thus exceeding the requirement. Therefore, the proposed project complies with Planning Code Section 155.2.

- K. **Unbundled Parking.** Planning Code Section 167 requires that all off-street parking spaces accessory to residential uses in new structures of 10 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 Project is providing off-street parking that is accessory to the dwelling units. These spaces will be unbundled and sold and/or leased separately from the dwelling units; therefore, the Project meets this requirement.

- L. **Dwelling Unit Mix.** Planning Code Section 207.6 requires that no less than 40 percent of the total number of proposed dwelling units contain at least two bedrooms, or no less than 30 percent of the total number of proposed dwelling units contain at least three bedrooms.

For the 44 dwelling units, the Project is required to provide at least 18 two-bedroom units or 14 three-bedroom units. The Project provides 3 studios, 23 one-bedroom units, 15 two-bedroom units (including 5 "flexible-occupancy" units), and 3 three-bedroom units. Therefore, the Project meets and exceeds the requirements for dwelling unit mix.

- M. **Inclusionary Affordable Housing Program.** Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Since the subject property is located within the UMU Zoning District, the Project is subject to the inclusionary affordable housing requirements identified in Planning Code Section 419. The subject property has been designated as Tier A, thus a minimum of 14.4 percent of the total units constructed shall be considered affordable.

The Project Sponsor has submitted an '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. Based upon the Affidavit dated January 15, 2015, the Project Sponsor has elected the On-Site Affordable Housing Alternative. Therefore, for 44 total dwelling units, the Project shall provide 6 affordable dwelling units for rent.

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.

- N. **Eastern Neighborhood Infrastructure Impact Fees.** Planning Code Section 423 is applicable to any development project within the UMU (Urban Mixed-Use) Zoning District that results in the addition of gross square feet of non-residential space.

The Project includes approximately 41,200 gross square feet of new residential development. The Project shall receive credit for existing uses on the project site. These uses are subject to Eastern Neighborhood Infrastructure Impact Fees, as outlined in Planning Code Section 423. These fees must be paid prior to the issuance of the building permit application.

- O. **Certificate of Appropriateness.** Planning Code Section 1006 outlines the requirements for a Certificate of Appropriateness for projects involving new construction within a designated landmark district identified in Article 10 of the San Francisco Planning Code.

On April 15, 2015, the Project received a Certificate of Appropriateness from the Historic Preservation Commission, as outlined in HPC Motion No. 0256.

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 mass and scale.

The Project's mass and scale are appropriate for a large corner lot and the surrounding context, which includes smaller-scale industrial properties and larger-scale residential buildings that create a varied street wall. In particular, the proposed project is consistent with the mass and scale of nearby industrial properties, including those larger-scale four-story industrial properties located within the surrounding Dogpatch Landmark District. The Project divides the massing into two distinct elements, which addresses the frontages along 20th and Tennessee Streets. Along Tennessee Street, the fourth floor steps in deference to the adjacent historic firehouse. This feature helps to scale down the Project's overall mass, while relating to the surrounding varied industrial context. Thus, the project is appropriate and consistent with the mass and scale of the surrounding neighborhood.

- B. Architectural treatments, facade design and building materials:

The proposed project's architectural treatments, façade design and building materials include painted wood siding, aluminum and industrial sash windows, and cement plaster with a smooth concrete finish. The Project provides for a unique expression along the street, which draws from the residential and industrial language of the surrounding landmark district. Along Tennessee Street, the Project draws from the area's industrial heritage by incorporating a regular pattern of industrial sash fenestration and a cement plaster exterior. Along 20th Street, the building's architectural language shifts towards the district's residential vocabulary, as evidenced by the usage of painted wood siding and two-panel, dark-colored windows. Overall, the Project offers a high quality architectural treatment, which provides for unique and expressive architectural design that is consistent and compatible with the surrounding neighborhood.

- 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;

Along the lower floors, the Project provides for five walk-up dwelling units with individual pedestrian access on 20th and Tennessee Streets. These dwelling units provide for activity along the street. Along 20th Street, the Project provides an entry breezeway and small residential lobby.

- 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 the required open space for the 44 dwelling units through a roof deck. In total, the Project provides 3,697 sq ft of open space, which exceeds the required amount for the dwelling units. In addition, the Project includes private decks and yards for the ground floor units in the interior court.

- E. The provision of mid-block alleys and pathways on frontages between 200 and 300 linear feet per the criteria of Section 270, and the design of mid-block alleys and pathways as required by and pursuant to the criteria set forth in Section 270.2;

The Project is not subject to the mid-block alley requirements of Planning Code Section 270.2.

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

In compliance with Planning Code Section 138.1, the Project provides 10 new street trees along the street frontages on 20th and Tennessee Streets, and would pay an in-lieu fee for any required street trees not provided due to proximity of underground utilities, etc., as specified by the Department of Public Works. In addition, the Project includes streetscape elements, including a corner bulb out, sidewalk planters and site furnishings. The Department finds that these improvements would improve the public realm.

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

The Project provides ample circulation in and around the project site through the sidewalk improvements and a private courtyard. The primary focal point for the residents would occur along 20th Street via the entry breezeway and residential lobby. Automobile access is limited to the one entry/exit (measuring 8-ft wide) on the 20th Street façade.

- H. Bulk limits;

The Project is within an 'X' Bulk District, which does not restrict bulk.

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

The Project, on balance, meets the Objectives and Policies of the General Plan. See Below.

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

A. Exception for rear yards, pursuant to the requirements of Section 134(f);

Modification of Requirements in the Eastern Neighborhoods Mixed Use Districts. The rear yard requirement in Eastern Neighborhoods Mixed Use Districts may be modified or waived by the Planning Commission pursuant to Section 329. The rear yard requirement in Eastern Neighborhoods Mixed Use Districts may be modified by the Zoning Administrator pursuant to the procedures set forth in Section 307(h) for other projects, provided that:

- (1) A comparable, but not necessarily equal amount of square footage as would be created in a code conforming rear yard is provided elsewhere within the development;

The Project provides for a comparable amount of open space, in lieu of the required rear yard. Overall, the project site is 10,000 sq ft in size, and would be required to provide a rear yard measuring 2,500 sq ft. The Project provides 3,697 sq ft of open space through a roof deck, thus exceeding the amount of space, which would have been provided in a code-conforming rear yard. In addition, the Project provides additional private open space via ground floor decks and private yards located in the interior courtyard. Further, the amount of ground floor open space is comparable to the amount of open space, which would have been via the required rear yard.

- (2) The proposed new or expanding structure will not significantly impede the access to light and air from adjacent properties or adversely affect the interior block open space formed by the rear yards of adjacent properties; and

The Project does not impede access to light and air for the adjacent properties. The adjacent properties are not residential in nature. In addition, the subject block does not have a pattern of rear yard open space.

- (3) The modification request is not combined with any other residential open space modification or exposure variance for the project, except exposure modifications in designated landmark buildings under Section 307(h)(1).

The Project is not seeking a modification to the open space requirements; however, the Project is seeking a modification to the exposure requirements for 8 of the 44 dwelling units. Given the quality of the overall design, the Department supports the modification to the dwelling unit exposure requirements, as outlined in Planning Code Section 140 (See Below).

- B. Modification of the accessory use provisions of Section 803.3(b)(1)(c) for dwelling units. Dwelling units modified under this Subsection shall continue to be considered dwelling

units for the purposes of this Code and shall be subject to all such applicable controls and fees. Additionally, any building which receives a modification pursuant to this Subsection shall (i) have appropriately designed street frontages to accommodate both residential and modified accessory uses and (ii) obtain comment on the proposed modification from other relevant agencies prior to the Planning Commission hearing, including the Fire Department and Department of Building Inspection. Modifications are subject to the following:

(i) A modification may only be granted for the ground floor portion of dwelling units that front on a street with a width equal to or greater than 40 feet.

The Project seeks a modification to the accessory use provisions for five two-bedroom dwelling units on the ground floor along Tennessee Street, which is greater than 40-ft wide.

(ii) The accessory use may only include those uses permitted as of right at the subject property. However, uses permitted in any unit obtaining an accessory use modification may be further limited by the Planning Commission.

The Project will only include accessory uses that are principally-permitted uses in the UMU Zoning District, as defined in Planning Code Section 843. The anticipated accessory uses will either be retail or home office.

(iii) The Planning Commission may grant exceptions to the size of the accessory use, type and number of employees, and signage restrictions of the applicable accessory use controls.

The Project is seeking modification to the accessory use provisions for dwelling units to allow for greater flexibility in the size of an accessory use on the ground floor level only, to provide for a limited number of employees, and to allow for public access.

- C. Where not specified elsewhere in Planning Code Section 329(d), modification of other Code requirements which could otherwise be modified as a Planned Unit Development (as set forth in Section 304), irrespective of the zoning district in which the property is located;

In addition to the modification of the requirements for rear yard and accessory use provisions for dwelling units, the proposed project is seeking modifications of the requirements for permitted obstructions over streets, setbacks, yards, and useable open space (Planning Code Section 136) and dwelling unit exposure (Planning Code Section 140).

Under Planning Code Section 136, rectangular bay windows are limited to 9-ft wide, and 3-ft deep over a street, alley or setback. The Project proposes a single angled bay over 20th Street and a corner bay window along Tennessee Street, which both exceed the dimensions outlined within Planning Code Section 136. Given the overall design and composition, the Commission finds this modification is warranted, due to the project's quality of design and integration with the surrounding landmark district.

Under Planning Code Section 140, all dwelling units must face onto an open area, which is at least 25-wide. The Project organizes the dwelling units to have exposure either on 20th or Tennessee Streets, or within the mid-block courtyard, which measures 20-ft wide. Currently, eight dwelling units do not face onto an open area, which meets the dimensional requirements of the Planning Code. However, these dwelling units still face onto an open area, which affords sufficient access to light and air. Given the overall design and composition of the Project, the Department is in support of this modification, due to the Project's high quality of design and amount of open space/open areas.

8. **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 higher density residential development in a transitioning industrial area. The Project site is an ideal infill site that is currently occupied by a smaller-scale industrial building. The project site was rezoned to UMU as part of a long range planning goal to create a cohesive, higher density residential and mixed-use neighborhood. The project includes six on-site affordable housing units, which complies with the UMU District's goal to provide a higher level of affordability.

OBJECTIVE 4

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

The Project meets the affordable housing requirements for the UMU Zoning District, and provides six on-site affordable units.

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 transition between industrial zones and the contemporary and traditional architecture of residential zones. As noted in HPC Motion No. 0256, the Historic Preservation Commission has reviewed and approved the Project, and its design and integration with the surrounding landmark district. The Project's facades provide a unique expression not commonly found within the surrounding area, while providing for a material palette, which draws from the surrounding industrial context. The exterior is designed with compatible materials, including painted wood siding, aluminum and industrial-sash windows, and cement plaster.

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 4.6:

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

The Project will create private and common open space areas in a new residential development through private decks and yards, and a code-complying roof deck. The project 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 new street trees along 20th and Tennessee Street. Further, the Project will provide a new corner bulb-out, street plantings, and new site furnishings. Frontages are designed with active spaces oriented at the pedestrian level.

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 88 Class 1 bicycle parking spaces and 2 Class 2 bicycle parking spaces in secure, convenient locations.

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 .75 space per unit, which is permitted ratio within the zoning district. The parking spaces are accessed by one ingress/egress point measuring 8-ft wide from 20th Street. Parking is adequate for the project and complies with maximums 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.

OBJECTIVE 2:

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

Policy 2.6:

Respect the character of older development nearby in the design of new buildings.

The Project is located within the Central Waterfront Area and Dogpatch neighborhood, which is characterized by the mix of residential and industrial uses. As such, the Project provides expressive street façades, which respond to form, scale and material palette of the existing neighborhood, while also providing a new contemporary architectural vocabulary. Further, the Project has been found to be compatible with the surrounding landmark district, as evidenced by HPC Motion No. 0256.

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 only provides one vehicular access point for the entire project, limiting conflicts with pedestrians and bicyclists. Numerous street trees will be planted on each street. Along the project site, the pedestrian experience will be greatly improved.

CENTRAL WATERFRONT AREA PLAN

Objectives and Policies

Land Use

OBJECTIVE 1.1

ENCOURAGE THE TRANSITION OF PORTIONS OF THE CENTRAL WATERFRONT TO A MORE MIXED-USE CHARACTER, WHILE PROTECTING THE NEIGHBORHOOD'S CORE OF PDR USES AS WELL AS THE HISTORIC DOGPATCH NEIGHBORHOOD.

OBJECTIVE 1.2

IN AREAS OF THE CENTRAL WATERFRONT WHERE HOUSING AND MIXED-USE IS ENCOURAGED, MAXIMIZE DEVELOPMENT POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER.

Policy 1.2.3

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

Housing

OBJECTIVE 2.3

REQUIRE THAT A SIGNIFICANT NUMBER OF UNITS IN NEW DEVELOPMENTS HAVE TWO OR MORE BEDROOMS EXCEPT SENIOR HOUSING AND SRO DEVELOPMENTS UNLESS ALL BELOW MARKET RATE UNITS ARE TWO OR MORE BEDROOM UNITS.

Policy 2.3.3

Require that a significant number of units in new developments have two or more bedrooms, except Senior Housing and SRO developments.

Policy 2.3.6

Establish an impact fee to be allocated towards 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.

Urban Form

OBJECTIVE 3.1

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

Policy 3.1.6

New buildings should epitomize the best in contemporary architecture, but should do so with full awareness of, and respect for, the height, mass, articulation and materials of the best of the older buildings that surrounds them.

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 3.2.5

Building form should celebrate corner locations.

The Project is residential in use and provides a new use, which is encouraged by the Area Plan for this location. In addition, the Project is located within the prescribed height and bulk guidelines, and includes the appropriate dwelling unit mix, since approximately 40.9% or 18 units are two- or three-bedroom dwellings. The Project introduces a contemporary architectural vocabulary, which is sensitive to the prevailing scale and neighborhood fabric. The Project provides for a high quality designed exterior, which features a variety of materials, colors and textures, including painted wood siding, cement plaster, and aluminum windows. The Project will also pay the appropriate development impact fees, including the Eastern Neighborhoods Impact Fees.

9. **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.

Currently, the project site does not contain any existing neighborhood-serving uses. The Project improves the urban form of the neighborhood by replacing an underused industrial building with a new residential development. The Project would add new residents, visitors, and employees to the neighborhood, which would assist in strengthening nearby retail uses.

- 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 44 new dwelling units, thus resulting in an increase in the neighborhood housing stock. The Project is expressive in design, and relates to the scale and form of the surrounding neighborhood by providing relationships to the smaller-scale industrial properties as well as the newer, larger-scale nearby residential properties. Further, the Project obtained a Certificate of Appropriateness from the Historic Preservation Commission, who found the Project to be compatible infill new construction within the Dogpatch Landmark District. For these reasons, the 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, 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. The Project is located within one block of the MUNI T-Line Station. In addition, the Project is located within the vicinity of the 22nd Street Caltrain Station. Future residents would be afforded close proximity to bus or rail transit. The Project also provides sufficient off-street parking at a ratio of .75 per dwelling unit, and sufficient bicycle parking for residents and their guests.

- 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 Central Waterfront Area Plan, which provides for a balance between industrial and residential development. The Project does not displace the City's industrial and services sectors for commercial office development. The Project provides new housing, which is a top priority in the City.

- 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 will be 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.

The existing building is a non-contributing resource located within the Dogpatch Landmark District. The removal of the existing building will not impact any historic buildings or landmark properties.

The Project obtained a Certificate of Appropriateness from the Historic Preservation Commission, who found the Project to be compatible infill new construction within the Dogpatch Landmark District. Thus, the Project preserves the character and integrity of a designated landmark district.

- 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, since the Project is not taller than 40-ft.

9. **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.

10. 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.
11. 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. 2013.0321X** under Planning Code Section 329 to allow the new construction of a four-story residential building with 44 dwelling units, and a modification to the requirements for: 1) rear yard (Planning Code Section 134); 2) permitted obstructions over the street, setback, yard or useable open space (Planning Code Section 136); 3) dwelling unit exposure (Planning Code Section 140); and 4) accessory use provisions for dwelling units (Planning Code Sections 329(d)(10) and 803.03(b)(1)(c)), within the Dogpatch Landmark District, UMU (Urban Mixed-Use) Zoning District, and a 40-X Height and Bulk District. The project is subject to the following conditions attached hereto as “EXHIBIT A” in general conformance with plans on file, dated May 11, 2015, 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 Section 329 Large Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion. The effective date of this Motion shall be the date of adoption 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, 1660 Mission, Room 3036, 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 May 21, 2015.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: May 21, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for a Large Project Authorization to allow for the new construction of a four-story residential building with 44 dwelling units, and a modification to the requirements for 1) rear yard, 2) permitted obstructions over the street, setback, yard or useable open space, 3) dwelling unit exposure, and 4) accessory use provisions for dwelling units, located at 901 Tennessee Street, Lot 017 in Assessor's Block 4108 pursuant to Planning Code Section 329 within the UMU (Urban Mixed-Use) Zoning District, and a 40-X Height and Bulk District; in general conformance with plans, dated May 11, 2015, and stamped "EXHIBIT B" included in the docket for Case No. 2013.0321X and subject to conditions of approval reviewed and approved by the Commission on May 21, 2015 under Motion No. XXXXX. 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 May 21, 2015 under Motion No. XXXXX.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. XXXXX 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 Office Development 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 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.sfpplanning.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.sfpplanning.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.sfpplanning.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.sfpplanning.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.sfpplanning.org

Additional Project Authorization. The Project Sponsor must obtain a project authorization from the Historic Preservation Commission, under Planning Code Section 1006 for new construction within a

designated landmark district, and satisfy all the conditions thereof. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Mitigation Measures. Mitigation measures described in the MMRP for the Eastern Neighborhoods Plan EIR (Case No. 2013.0321E) 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

DESIGN – COMPLIANCE AT PLAN STAGE

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

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, 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. Therefore, the Project shall provide at least five street trees along 20th Street and five street trees along Tennessee Street. 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

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 architectural addenda. 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 415-558-6378, www.sf-planning.org

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

1. 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;
2. On-site, in a driveway, underground;
3. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
4. Public right-of-way, underground, under sidewalks with a minimum width of 12-feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
5. Public right-of-way, underground; and based on Better Streets Plan guidelines;
6. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
7. 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://sfdpw.org>

PARKING AND TRAFFIC

Unbundled Parking. Per Planning Code Section 167, 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

Parking Maximum. Pursuant to Planning Code Section 151.1, the Project shall provide no more than 33 off-street parking spaces for the 44 dwelling units (or .75 off-street parking spaces for each dwelling unit) contained therein.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Bicycle Parking. Pursuant to Planning Code Section 155.2, the Project shall provide no fewer than **44** Class 1 bicycle parking spaces and **2** Class 2 bicycle parking spaces.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, 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 effects during construction of the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, 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

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

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

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

OPERATION

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>

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>

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

Lighting. All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

INCLUSIONARY HOUSING

Eastern Neighborhoods Affordable Housing Requirements for UMU. Pursuant to Planning Code Section 419.3, Project Sponsor shall meet the requirements set forth in Planning Code Section 419.3 in addition to the requirements set forth in the Affordable Housing Program, per Planning Code Section 415. Prior to issuance of first construction document, the Project Sponsor shall select one of the options described in Section 419.3 or the alternatives described in Planning Code Section 419.5 to fulfill the affordable housing requirements and notify the Department of their choice. Any fee required by Section 419.1 et seq. shall be paid to the Development Fee Collection Unit at DBI prior to issuance of the first construction document an option for the project sponsor to defer payment to prior to issuance of the first certificate of occupancy upon agreeing to pay a deferral surcharge in accordance with Section 107A.13.3 of the San Francisco Building Code.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

Affordable Units

1. **Number of Required Units.** Pursuant to Planning Code Section 415.6 and 419.3, the Project is required to provide 14.4% of the proposed dwelling units as affordable to qualifying households. The Project contains 44 units; therefore, 6 affordable units are required. The Project Sponsor will fulfill this requirement by providing the 6 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 or the Mayor's Office of Housing and Community Development at 415-701-5500, www.sf-moh.org.

2. **Unit Mix.** The Project contains 3 studios, 23 one-bedroom, 15 two-bedroom units, and 3 three-bedroom units; therefore, the required affordable unit mix is 3 one-bedroom units, 2 two-bedroom units, and 1 three-bedroom unit. 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.

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

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

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

4. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than 14.4 percent of the each phase's total number of dwelling units as on-site affordable units.

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

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

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

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

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

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

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

- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.
- b. If the units in the building are offered for rent, the affordable unit(s) shall be rented to qualifying households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average fifty-five (55) percent of Area Median Income under the income table called "Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco." The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. 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.
- d. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOH shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.
 - e. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.
 - f. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
 - g. 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.
 - h. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
 - i. If the Project becomes ineligible at any time for the On-Site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOHCD and pay interest on the Affordable Housing Fee.

MITIGATION MONITORING AND REPORTING PROGRAM
(Including the Text of the Mitigation Measures Adopted as Conditions of Approval)

MITIGATION MEASURES	Responsibility for Implementation	Mitigation Schedule	Monitoring/Report Responsibility	Status/Date Completed
ARCHEOLOGICAL RESOURCES <i>Project Mitigation Measure 1 – Properties With No Previous Studies (Eastern Neighborhoods Mitigation Measure J-2)</i> This measure would apply to those properties within the project area for which no archeological assessment report has been prepared or for which the archeological documentation is incomplete or inadequate to serve as an evaluation of potential effects on archeological resources under CEQA (CEQA Guidelines § 15064.5(a)(1)(3) and (c)(1)(2)), with the exception of those properties within Archeological Mitigation Zone B as shown in Figure 29 in Chapter IV, for which Mitigation Measure J-3, below, is applicable). That is, this measure would apply to the entirety of the study area outside of Archeological Mitigation Zones A and B. For projects proposed outside Archeological Mitigation Zones A and B, a Preliminary Archeological Sensitivity Study must be prepared by an archeological consultant with expertise in California prehistoric and urban historical archeology. The Sensitivity Study should contain the following: 1) Determine the historical uses of the project site based on any previous archeological documentation and Sanborn maps; 2) Determine types of archeological resources/properties that may have been located within the project site and whether the archeological resources/property types would potentially be eligible for listing in the CRHR; 3) Determine if 19th or 20th century soils-disturbing activities may adversely affected the identified potential archeological resources; 4) Assess potential project effects in relation to the depth of any identified potential archeological resource; 5) Conclusion: assessment of whether any CRHP-eligible archeological resources could be adversely affected by the proposed project and recommendation as to appropriate further action. Based on the Sensitivity Study, the Environmental Review Officer (ERO) shall determine if an Archeological Research Design/Treatment Plan (ARD/TP) shall be required to more definitively identify the potential for CRHP-eligible archeological resources to be present within the project site and determine the appropriate action necessary to reduce the potential effect				
	Project Sponsor/project archeologist of each subsequent development project undertaken pursuant to the Eastern Neighborhoods Areas Plans and Rezoning	Prior to construction	The ERO to review and approve the ARDTEP	The project archeologist to report on progress bi-monthly to the ERO. Considered complete after review and approval of ARDTEP by the ERO.

MITIGATION MONITORING AND REPORTING PROGRAM
(Including the Text of the Mitigation Measures Adopted as Conditions of Approval)

MITIGATION MEASURES	Responsibility for Implementation	Mitigation Schedule	Monitoring/Report Responsibility	Status/Date Completed
<p>of the project on archeological resources to a less than significant level. The scope of the ARD/TP shall be determined in consultation with the ERO and consistent with the standards for archeological documentation established by the Office of Historic Preservation for purposes of compliance with CEQA, in Preservation Planning Bulletin No. 5).</p>				
NOISE				
<p><i>Project Mitigation Measure 2 – Construction Noise (Eastern Neighborhoods Mitigation Measure F-2)</i></p> <p>Where environmental review of a development project undertaken subsequent to the adoption of the proposed zoning controls determines that construction noise controls are necessary due to the nature of planned construction practices and the sensitivity of proximate uses, the Planning Director shall require that the sponsors of the subsequent development project develop a set of site-specific noise attenuation measures under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted to the Department of Building Inspection to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures shall include as many of the following control strategies as feasible:</p> <ul style="list-style-type: none"> • Erect temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses; • Utilize noise control blankets on a building structure as the building is erected to reduce noise emission from the site; • Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings housing sensitive uses; • Monitor the effectiveness of noise attenuation measures by taking noise measurements; and • Post signs on-site pertaining to permitted construction days and hours and complaint procedures and who to notify in the event of a problem, with telephone numbers listed. 	<p>Project Sponsor along with Project Contractor of each subsequent development project undertaken pursuant to the Eastern Neighborhoods Rezoning and Area Plans Project.</p>	<p>During construction</p>	<p>Each Project Sponsor to provide Planning Department with monthly reports during construction period.</p>	<p>Considered complete upon receipt of final monitoring report at completion of construction.</p>
<p><i>Project Mitigation Measure 3 – Interior Noise Levels (Eastern Neighborhoods Mitigation Measure F-3)</i></p>	<p>Project Sponsor along with Project Contractor of each subsequent</p>	<p>Design measures to be incorporated into project design</p>	<p>San Francisco Planning Department and the Department of Building Inspection</p>	<p>Considered complete upon approval of final construction drawing set.</p>

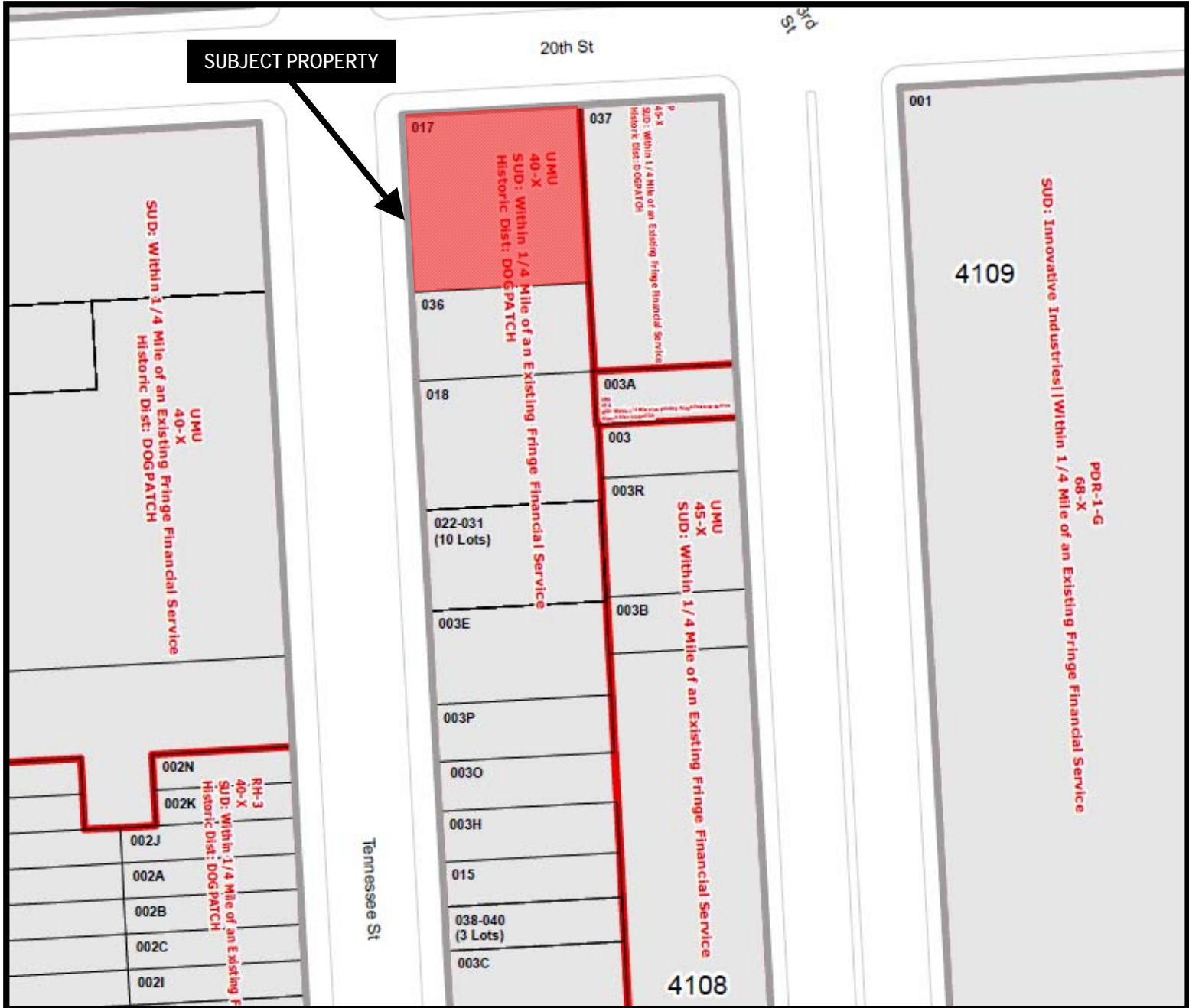
MITIGATION MONITORING AND REPORTING PROGRAM
(Including the Text of the Mitigation Measures Adopted as Conditions of Approval)

MITIGATION MEASURES	Responsibility for Implementation	Mitigation Schedule	Monitoring/Report Responsibility	Status/Date Completed
<p>For new development including noise-sensitive uses located along streets with noise levels above 60 dBA (Ldn), as shown in EIR Figure 18, where such development is not already subject to the California Noise Insulation Standards in Title 24 of the California Code of Regulations, the project sponsor shall conduct a detailed analysis of noise reduction requirements. Such analysis shall be conducted by person(s) qualified in acoustical analysis and/or engineering. Noise insulation features identified and recommended by the analysis shall be included in the design, as specified in the San Francisco General Plan Land Use Compatibility Guidelines for Community Noise to reduce potential interior noise levels to the maximum extent feasible.</p>	<p>development project undertaken pursuant to the Eastern Neighborhoods Rezoning and Area Plans Project.</p>	<p>and evaluated in environmental/ building permit review, prior to issuance of a final building permit and certificate of occupancy</p>		
<p><i>Project Mitigation Measure 4 – Siting of Noise-Sensitive Uses (Eastern Neighborhoods Mitigation Measure F-4)</i></p> <p>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.</p>	<p>Project Sponsor along with Project Contractor of each subsequent development project undertaken pursuant to the Eastern Neighborhoods Rezoning and Area Plans Project.</p>	<p>Design measures to be incorporated into project design and evaluated in environmental/ building permit review, prior to issuance of a final building permit and certificate of occupancy</p>	<p>San Francisco Planning Department and the Department of Building Inspection</p>	<p>Considered complete upon approval of final construction drawing set.</p>
<p><i>Project Mitigation Measure 5 – Open Space in Noisy Environments (Eastern Neighborhoods Mitigation Measure F-6)</i></p> <p>To minimize effects on development in noisy areas, for new development including noise-sensitive uses, the Planning Department shall, through its</p>	<p>Project Architect of each subsequent development project undertaken pursuant to the Eastern</p>	<p>Design measures to be incorporated into project design and evaluated in</p>	<p>San Francisco Planning Department and the Department of Building Inspection</p>	<p>Considered complete upon approval of final construction drawing set.</p>

MITIGATION MONITORING AND REPORTING PROGRAM
(Including the Text of the Mitigation Measures Adopted as Conditions of Approval)

MITIGATION MEASURES	Responsibility for Implementation	Mitigation Schedule	Monitoring/Report Responsibility	Status/Date Completed
<p>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.</p>	<p>Neighborhoods Rezoning and Area Plans Project</p>	<p>environmental/building permit review</p>		
HAZARDOUS MATERIALS				
<p><i>Project Mitigation Measure 6 – Hazardous Building Materials (Eastern Neighborhoods Mitigation Measure L-1)</i></p> <p>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.</p>	<p>Project Sponsor/project archeologist of each subsequent development project undertaken pursuant to the Eastern Neighborhoods Areas Plans and Rezoning</p>	<p>Prior to approval of each subsequent project, through Mitigation Plan.</p>	<p>Planning Department, in consultation with DPH; where Site Mitigation Plan is required, Project Sponsor or contractor shall submit a monitoring report to DPH, with a copy to Planning Department and DBI, at end of construction.</p>	<p>Considered complete upon approval of each subsequent project.</p>

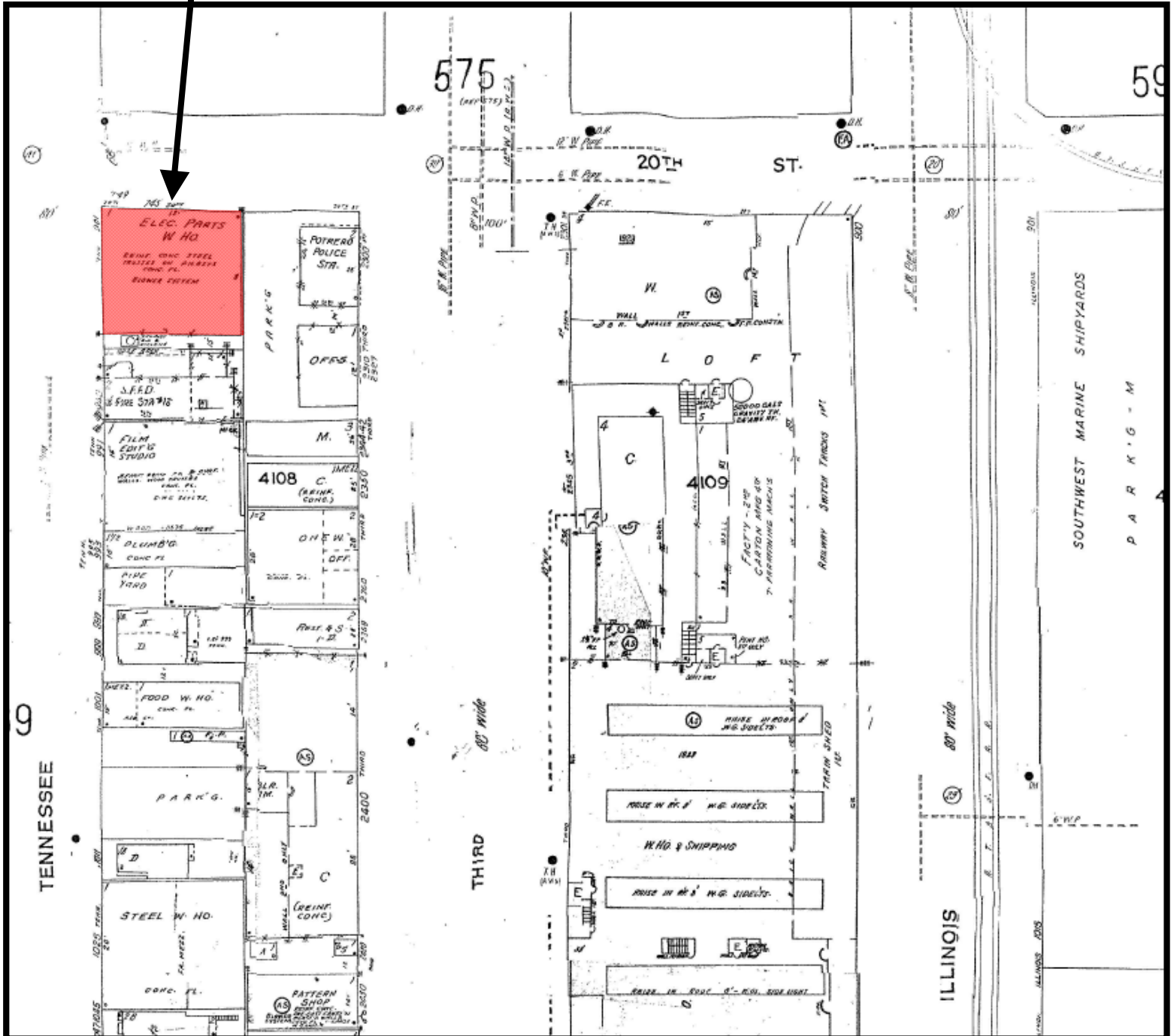
Parcel Map



Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

Sanborn Map*

SUBJECT PROPERTY

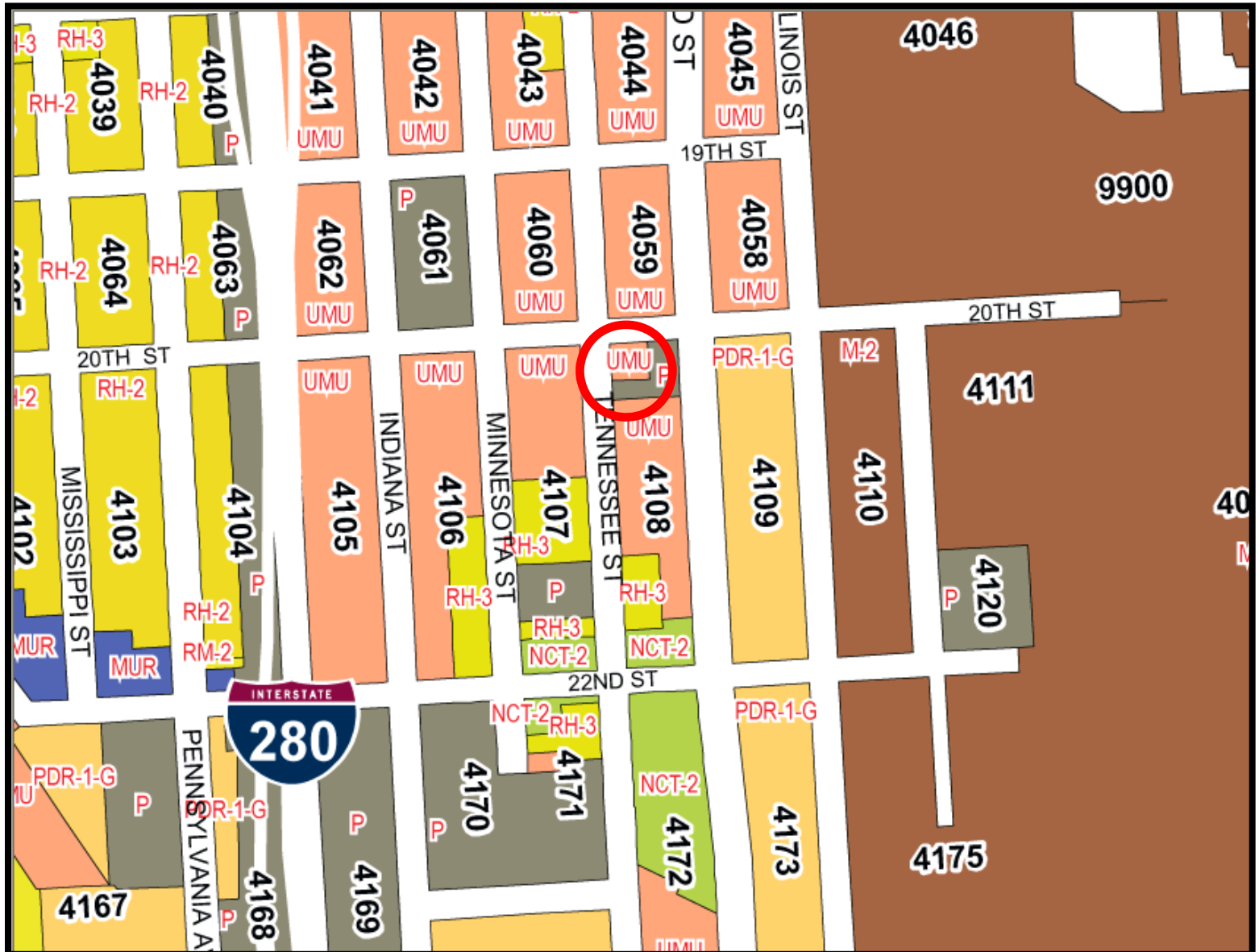


*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

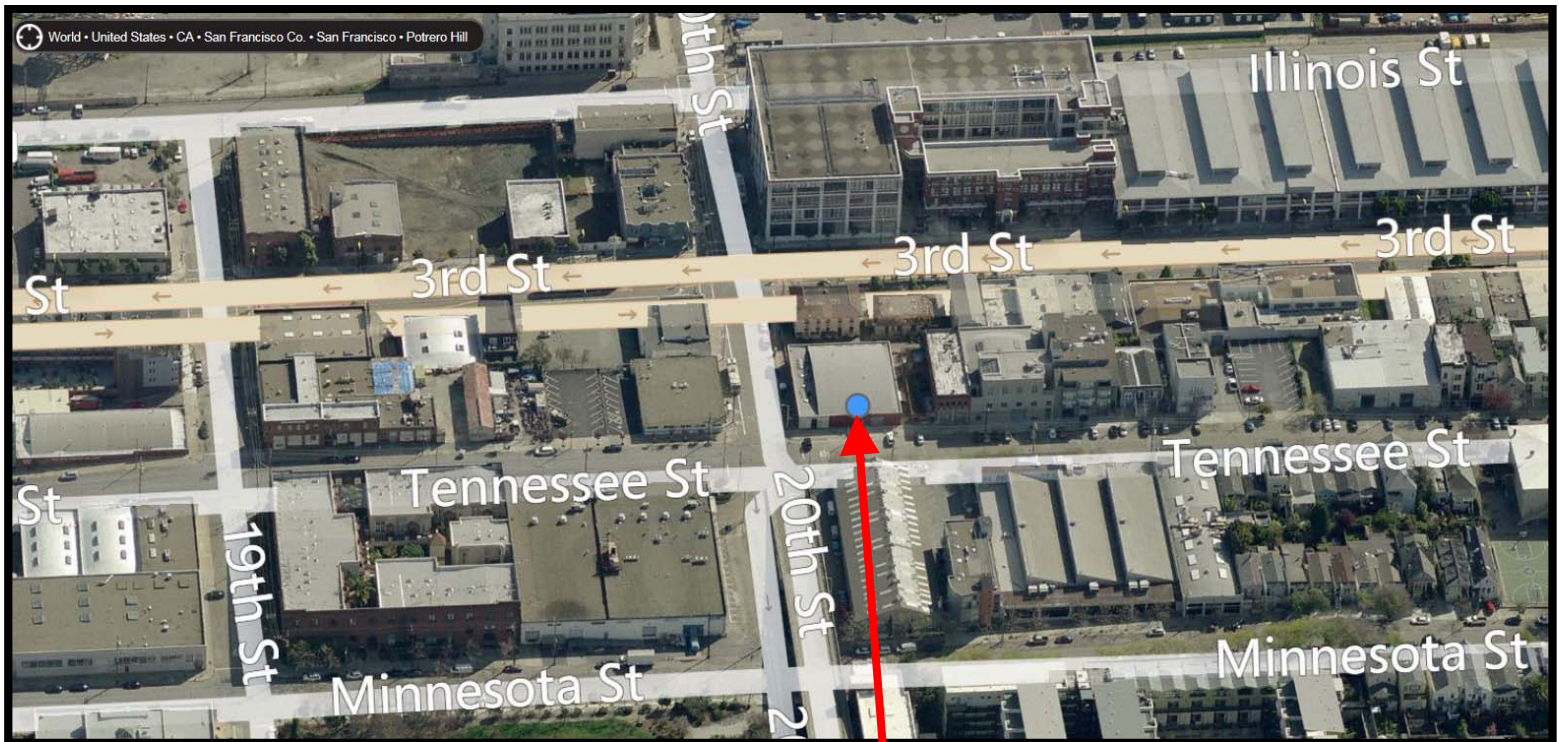


Zoning Map



Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

Aerial Photo



SUBJECT PROPERTY

Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

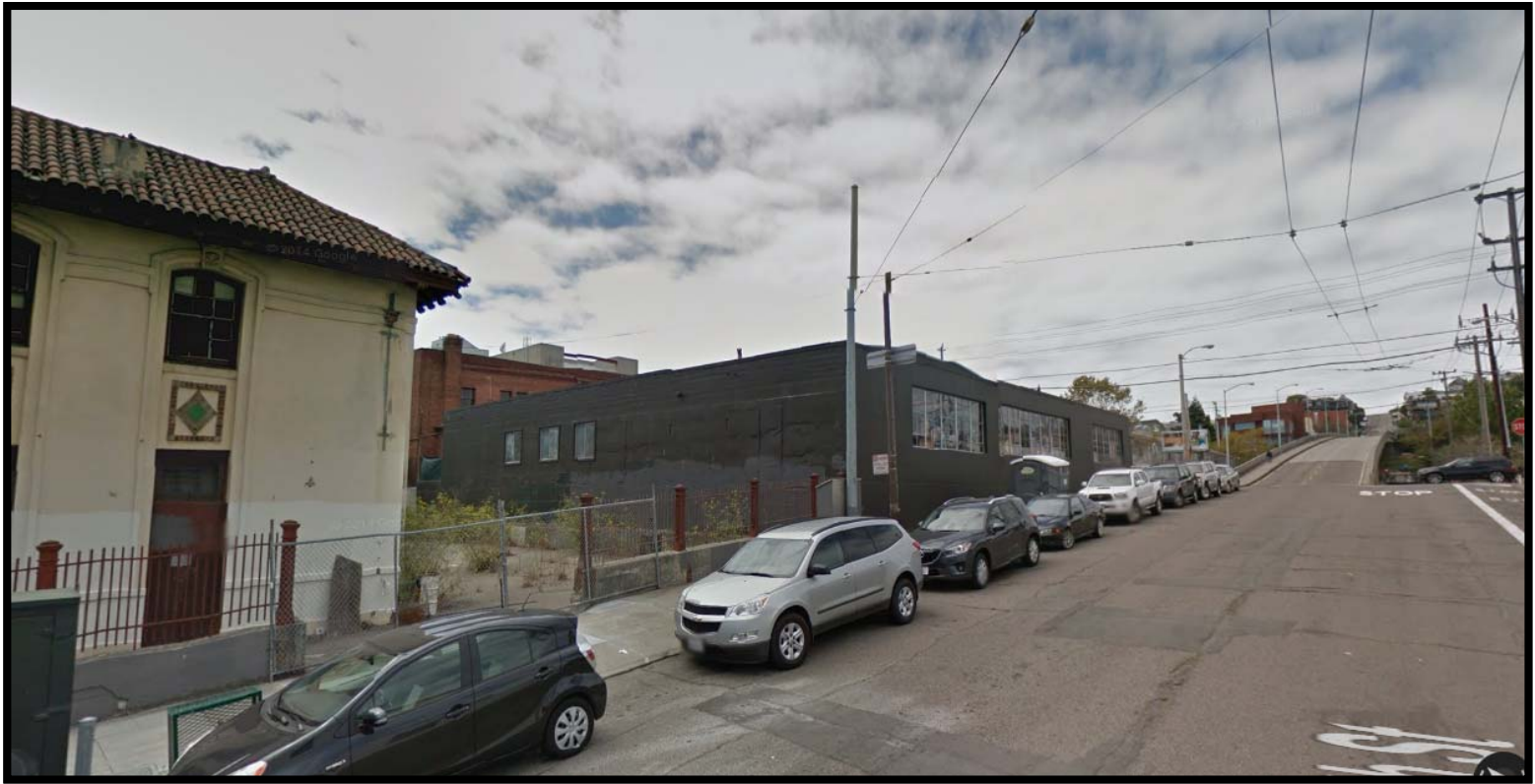
Site Photo



901 Tennessee Street, March 2014 (Source: Google Maps)

Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

Site Photo



901 Tennessee Street, View along 20th Street, August 2014 (Source: Google Maps)

Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

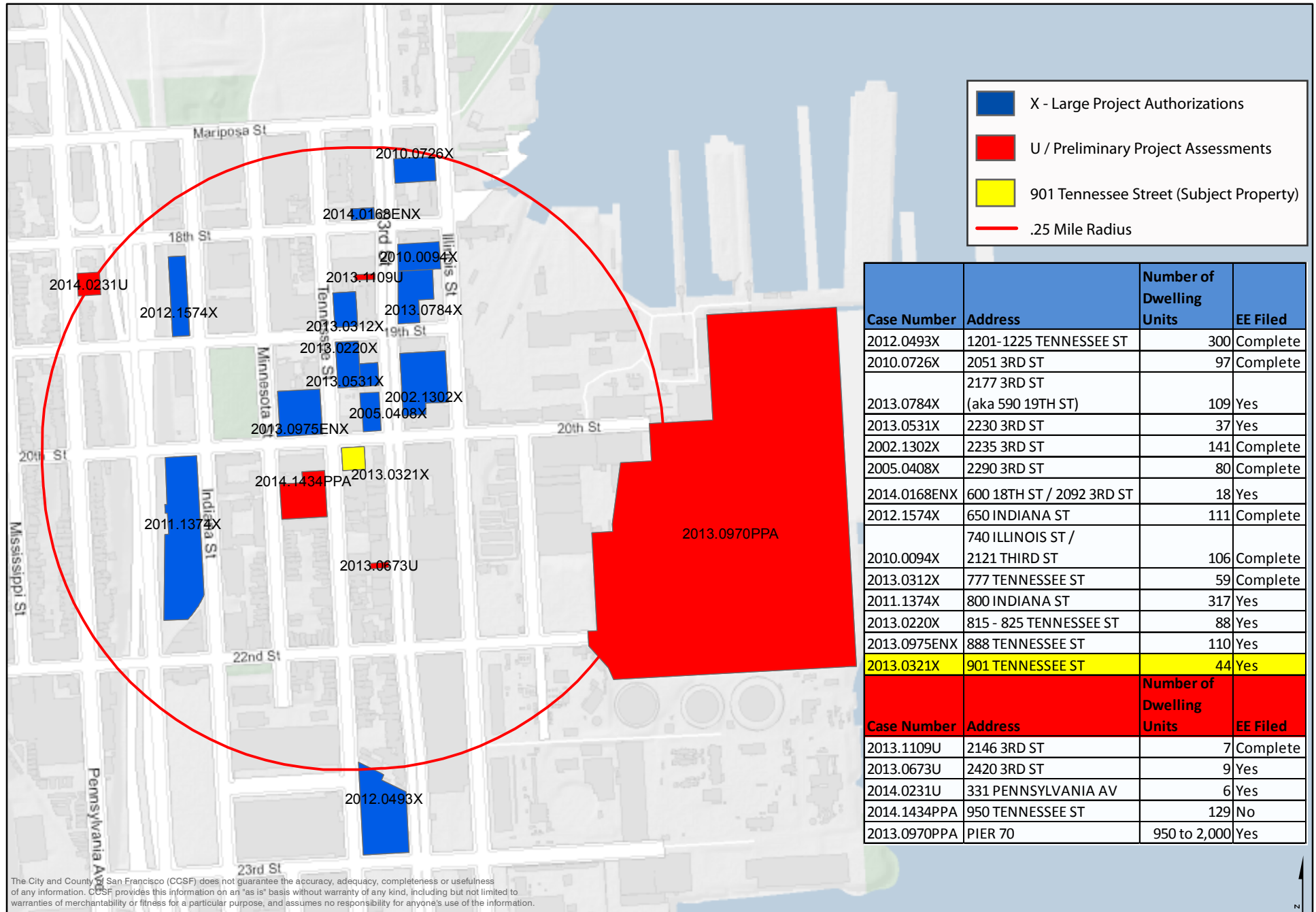
Site Photo



901 Tennessee Street, View along Tennessee Street, March 2014 (Source: Google Maps)

Certificate of Appropriateness Hearing
Case Number 2013.0321AX
901 Tennessee Street

Major Projects Within .25 Mile Radius of 901 Tennessee Street



Affidavit for Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415

January 15, 2015

Date

I, Ronaldo Cianciarulo, do hereby declare as follows:

a. The subject property is located at (address and block/lot):

901 Tennessee

~~Street~~
Address

4801/017

Block / Lot

b. The proposed project at the above address is subject to the Inclusionary Affordable Housing Program, Planning Code Section 415 et seq.

The Planning Case Number and/or Building Permit Number is:

2013.0321X

Planning Case Number

Building Permit Number

This project requires the following approval:

- ☐ Planning Commission approval (e.g. Conditional Use Authorization, Large Project Authorization)
- ☐ This project is principally permitted.

The Current Planner assigned to my project within the Planning Department is:

Richard Sucre

Planner Name

Is this project within the Eastern Neighborhoods Plan Area?

- ☐ Yes (if yes, please indicate Tier) Tier A (UMU)
- ☐ No

This project is exempt from the Inclusionary Affordable Housing Program because:

- ☐ This project uses California Debt Limit Allocation Committee (CDLAC) funding.
- ☐ This project is 100% affordable.

c. This project will comply with the Inclusionary Affordable Housing Program by:

- ☐ Payment of the Affordable Housing Fee prior to the first site or building permit issuance (Planning Code Section 415.5).
- ☐ On-site or Off-site Affordable Housing Alternative (Planning Code Sections 415.6 and 416.7).

d. If the project will comply with the Inclusionary Affordable Housing Program through an **On-site** or **Off-site Affordable Housing Alternative**, please fill out the following regarding how the project is eligible for an alternative and the accompanying unit mix tables on page 4.

- ☐ **Ownership.** All affordable housing units will be sold as ownership units and will remain as ownership units for the life of the project.
- ☒ **Rental.** Exemption from Costa Hawkins Rental Housing Act.² The Project Sponsor has demonstrated to the Department that the affordable units are not subject to the Costa Hawkins Rental Housing Act, under the exception provided in Civil Code Sections 1954.50 through one of the following:
- ☐ Direct financial contribution from a public entity.
 - ☒ Development or density bonus or other public form of assistance.
 - ☐ Development Agreement with the City. The Project Sponsor has entered into or has applied to enter into a Development Agreement with the City and County of San Francisco pursuant to Chapter 56 of the San Francisco Administrative Code and, as part of that Agreement, is receiving a direct financial contribution, development or density bonus, or other form of public assistance.

e. The Project Sponsor acknowledges that failure to sell the affordable units as ownership units or to eliminate the on-site or off-site affordable ownership-only units at any time will require the Project Sponsor to:

- (1) Inform the Planning Department and the Mayor's Office of Housing and, if applicable, fill out a new affidavit;
- (2) Record a new Notice of Special Restrictions; and
- (3) Pay the Affordable Housing Fee plus applicable interest (using the fee schedule in place at the time that the units are converted from ownership to rental units) and any applicable penalties by law.

f. The Project Sponsor must pay the Affordable Housing Fee in full sum to the Development Fee Collection Unit at the Department of Building Inspection for use by the Mayor's Office of Housing prior to the issuance of the first construction document, with an option for the Project Sponsor to defer a portion of the payment to prior to issuance of the first certificate of occupancy upon agreeing to pay a deferral surcharge that would be deposited into the Citywide Affordable Housing Fund in accordance with Section 107A.13.3 of the San Francisco Building Code.

g. I am a duly authorized officer or owner of the subject property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on this day in:

901 Tennessee Street San Francisco,
CA
Location

January 15, 2015

Date

Signature

Ronaldo Ciandiarulo
Manager, Buddha Properties LLC

Name (Print), Title

Will Mollard, Workshop1
Owner's Agent
415-523-0304x1

Contact Phone Number

cc: Mayor's Office of Housing
Planning Department Case Docket
Historic File, if applicable
Assessor's Office, if applicable

² California Civil Code Section 1954.50 and following.

Unit Mix Tables

NUMBER OF ALL UNITS IN PRINCIPAL PROJECT:					
Total Number of Units	SRO	Studios	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units
44	0	3	23	15	3

If you selected an On-site or Off-Site Alternative, please fill out the applicable section below:

- ☐ On-site Affordable Housing Alternative (Charter Section 16.110 (g) and Planning Code Section 415.6): calculated at 12% of the unit total.

NUMBER OF AFFORDABLE UNITS TO BE LOCATED ON-SITE					
Total Affordable Units	SRO	Studios	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units
6	0	1	3	2	0

- ☐ Off-site Affordable Housing Alternative (Planning Code Section 415.7): calculated at 20% of the unit total.

NUMBER OF AFFORDABLE UNITS TO BE LOCATED OFF-SITE					
Total Affordable Units	SRO	Studios	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units

Area of Dwellings in Principal Project (in sq. feet)	Off-Site Project Address				
Area of Dwellings in Off-Site Project (in sq. feet)					
Off-Site Block/Lot(s)	Motion No. (if applicable)			Number of Market-Rate Units in the Off-site Project	

- ☐ Combination of payment of a fee, on-site affordable units, or off-site affordable units with the following distribution:

Indicate what percent of each option would be implemented (from 0% to 99%) and the number of on-site and/or off-site below market rate units for rent and/or for sale.

1. Fee _____ % of affordable housing requirement.

2. On-Site _____ % of affordable housing requirement.

NUMBER OF AFFORDABLE UNITS TO BE LOCATED ON-SITE					
Total Affordable Units	SRO	Studios	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units

3. Off-Site _____ % of affordable housing requirement.

NUMBER OF AFFORDABLE UNITS TO BE LOCATED OFF-SITE					
Total Affordable Units	SRO	Studios	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units

Area of Dwellings in Principal Project (in sq. feet)	Off-Site Project Address				
Area of Dwellings in Off-Site Project (in sq. feet)					
Off-Site Block/Lot(s)	Motion No. (if applicable)			Number of Market-Rate Units in the Off-site Project	

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
San Francisco Planning Department
1650 Mission Street, Room 400
San Francisco, California 94103
Attn: Director

Lots 017 in Assessor's Block 4108

**AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND MINDFUL INVESTMENTS,
L.P., RELATIVE TO THE DEVELOPMENT KNOWN AS 901 TENNESSEE STREET**

THIS AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS ("Agreement") dated for reference purposes only as of this ____ day of _____, 201_, is by and amongst the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State of California (the "City"), acting by and through its Planning Department, and MINDFUL INVESTMENTS, L.P., a California limited partnership ("Developer"), with respect to the project approved for 901 Tennessee Street (the "Project"). City and Developer are also sometimes referred to individually as a "Party" and together as the "Parties."

RECITALS

This Agreement is made with reference to the following facts:

A. Code Authorization. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50 et seq., hereafter "Costa-Hawkins Act") imposes limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public entity in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (Section 1954.52(b)). Pursuant to Civil Code Section 1954.52(b), the City's Board of Supervisors has enacted as part of the Inclusionary Affordable Housing Program, Planning Code Section 415 et seq, procedures and requirements for entering into an agreement with a private developer to memorialize the concessions and incentives granted to the developer and to provide an exception to the Costa-Hawkins Act for the inclusionary units included in the developer's project.

B. Property Subject to this Agreement. The property that is the subject of this Agreement consists of the real property in the City and 4108 and located at the corner of 20th and Tennessee Streets, between 20th and 22nd Streets (hereinafter "Property"). The Property is more particularly described in Exhibit A attached hereto. The Property is owned in fee by Developer.

C. Development Proposal; Intent of the Parties. The Developer proposes to demolish an existing one-story warehouse at the Property and construct an approximately 42,431 gross square foot residential building, containing 44 new dwelling units over a subterranean garage with up to 33 off-street parking spaces and 88 "Class 1" bicycle spaces (the "Project"). The dwelling units would be offered as rental units and the inclusionary affordable housing would be provided on-site. The Project would fulfill its inclusionary affordable housing requirement by providing 14.4% of the dwelling units, or 6 below-market rate (BMR) units, on-site, assuming that 44 residential units are constructed.

On _____, 201_, pursuant to Motion No. _____, the Planning Commission issued a Large Project Authorization for the Project under Section 329 (the "Large Project Authorization") to allow exceptions to (i) rear yard, pursuant to Planning Code Section 134; (ii) permitted obstructions over the street, setback, yard or useable open space, pursuant to Planning Code Section 136; (iii) dwelling unit exposure, pursuant to Planning Code Section 140; and (iv) accessory use provisions for dwelling units, pursuant to Planning Code Sections 329(d)(10) and 803.3(b)(1)(c), to allow five two-bedroom "flexible occupancy" units within the Project. A Notice of Special Restrictions containing Conditions of Approval of the Large Project Authorization was recorded against the Property on _____ 201_ (NSR No. _____).

The Large Project Authorization is referred to herein as the "Project Approval". The dwelling units that are the subject of this Agreement are the Project's on-site inclusionary units representing fourteen and fourth-tenths percent (14.4%) of the Project's dwelling units, which assuming that 44 dwelling are constructed, would total 6 inclusionary units (the "Inclusionary Units"). The dwelling units in the Project that are not Inclusionary Units, representing eighty-five and six-tenths percent (85.6%) of the Project's dwelling units, which assuming that 44 units are constructed would total 38 units, are referred to herein as the "Market Rate Units."

This Agreement is not intended to impose restrictions on the Market Rate Units, any portions of the Project other than the Inclusionary Units, or any future development at the Property that is not a part of the Project. This Agreement relates solely to the Inclusionary Units and shall have no legal effect in the event that the Project is not constructed. The Parties acknowledge that this Agreement is entered into in consideration of the respective burdens and benefits of the Parties contained in this Agreement and in reliance on their agreements, representations and warranties.

D. Inclusionary Affordable Housing Program. The Inclusionary Affordable Housing Program, San Francisco Planning Code Section 415 et seq. (the "Affordable Housing Program") provides that developers of any housing project consisting of ten or more units must pay an Affordable Housing Fee, as defined therein. The Affordable Housing Program provides that developers may be eligible to meet the requirements of the program through the alternative means of entering into an agreement with the City and County of San Francisco pursuant to Chapter 4.3 of the California Government Code, for concessions and incentives, pursuant to which the developer covenants to provide affordable on-site units as an alternative to payment of the Affordable Housing Fee to satisfy the requirements of the Affordable Housing Program and in consideration of the City's concessions and incentives.

E. Developer's Election to Provide On-Site Units. Developer has elected to enter into this Agreement to provide the Inclusionary Units in lieu of payment of the Affordable Housing Fee in satisfaction of its obligation under the Affordable Housing Program and to provide for an exception to the rent restrictions of the Costa-Hawkins Act for the Inclusionary Units only.

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

G. Project's Compliance with CEQA. Pursuant to section 15183 of the CEQA Guidelines, California Public Resources Section 21083.3, and Chapter 31 of the San Francisco Administrative Code, the Planning Department published a Certificate of Exemption ("CPE") from Environmental Review for the Project on March 26, 2015. The Planning Commission subsequently reviewed and concurred with the information contained in the CPE at a noticed public hearing on _____, 201_ (Motion No. _____).

H. General Plan Findings. This Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable area or specific plan, and the Priority Policies enumerated in Planning Code Section 101.1, as set forth in Planning Commission Motion No. _____.

AGREEMENT

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

1. GENERAL PROVISIONS

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

2. CITY'S DENSITY BONUS AND CONCESSIONS AND INCENTIVES FOR THE INCLUSIONARY UNITS.

2.1 Exceptions, Concessions and Incentives. The Developer has received the following exceptions, concessions and incentives for the production of the Inclusionary Units on-site.

2.1.1 Project Approval and Density Bonus. The Project Approval included the Large Project Authorization allowing exceptions to (i) rear yard, pursuant to Planning Code Section 134; (ii) permitted obstructions over the street, setback, yard or useable open space, pursuant to Planning Code Section 136; (iii) dwelling unit exposure, pursuant to Planning Code Section 140; and (iv) accessory use provisions for dwelling units, pursuant to Planning Code Sections 329(d)(10) and 803.3(b)(1)(c), to allow five two-bedroom "flexible occupancy" units

within the Project. This Project Approval permitted development of the Project at a greater density than would otherwise have been permitted under the Planning Code.

2.1.2 Waiver of Affordable Housing Fee. City hereby determines that the Developer has satisfied the requirements of the Affordable Housing Program by covenanting to provide the Inclusionary Units on-site, as provided in Section 3.1, and accordingly hereby waives the obligation of the Developer to pay the Affordable Housing Fee. City would not be willing to enter into this Agreement and waive the Affordable Housing Fee without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the Inclusionary Units as a result of the exemption set forth in California Civil Code section 1954.52(b). Upon completion of the Project and identification of the Inclusionary Units, Developer agrees to record a notice of restriction against the Inclusionary Units in the form required by the Affordable Housing Program.

2.2 Costa-Hawkins Act Inapplicable to Inclusionary Units Only.

2.2.1 Inclusionary Units. The parties acknowledge that, under Section 1954.52(b) of the Costa-Hawkins Act, the Inclusionary Units are not subject to the Costa Hawkins Act. Through this Agreement, Developer hereby enters into an agreement with a public entity in consideration for forms of concessions and incentives specified in California Government Code Sections 65915 et seq. The concessions and incentives are comprised of, but not limited to, the concessions and incentives set forth in Section 2.1.

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

3. COVENANTS OF DEVELOPER

3.1 On-Site Inclusionary Affordable Units. In consideration of the concessions and incentives set forth in Section 2.1 and in accordance with the terms and conditions set forth in the Affordable Housing Program and the Project Approval, upon Developer obtaining its first certificate of occupancy for the Project, Developer shall provide fourteen and four-tenths percent (14.4%) of the dwelling units as on-site Inclusionary Units in lieu of payment of the Affordable Housing Fee. For example, based on the contemplated total of 44 units comprising the Project, a total of 6 Inclusionary Units would be required in the aggregate for the entire Project in lieu of payment of the Affordable Housing Fee.

3.2 Developer's Waiver of Rights Under the Costa-Hawkins Act Only as to the Inclusionary Units. The Parties acknowledge that under the Costa-Hawkins Act, the owner of newly constructed residential real property may establish the initial and all subsequent rental rates for dwelling units in the property without regard to the City's Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code). The Parties also understand and agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the Inclusionary Units because this Agreement falls within an express exception to the Costa-Hawkins Act as a contract with a

public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code including but not limited to the density bonus, concessions and incentives specified in Section 2. Developer acknowledges that the density bonus and concessions and incentives result in identifiable and actual cost reductions to the Project. Should the Inclusionary Units be deemed subject to the Costa-Hawkins Act, as a material part of the consideration for entering into this Agreement, Developer, on behalf of itself and all its successors and assigns to this Agreement, hereby expressly waives, now and forever, any and all rights it may have under the Costa-Hawkins Act with respect only to the Inclusionary Units (but only the Inclusionary Units and not as to the Market Rate Units) consistent with Section 3.1 of this Agreement. Without limiting the foregoing, Developer, on behalf of itself and all successors and assigns to this Agreement, agrees not to bring any legal or other action against City seeking application of the Costa-Hawkins Act to the Inclusionary Units for so long as the Inclusionary Units are subject to the restriction on rental rates pursuant to the Affordable Housing Program. The Parties understand and agree that the City would not be willing to enter into this Agreement without the waivers and agreements set forth in this Section 3.2.

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

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

4. MUTUAL OBLIGATIONS

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

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

4.3 Effect of Future Changes to Affordable Housing Program. The City hereby acknowledges and agrees that, in the event that the City adopts changes to the Affordable Housing Program after the date this Agreement is executed by both Parties, nothing in this Agreement shall be construed to limit or prohibit any rights Developer may have to modify Project requirements with respect to the Inclusionary Units to the extent permitted by such changes to the Affordable Housing Program.

5. DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Interest of Developer. Developer represents that it is the legal and equitable fee owner of the Property, that it has the power and authority to bind all other persons with legal or equitable interest in the Property to the terms of this Agreement, and that all other persons holding legal or equitable interest in the Inclusionary Units are to be bound by this Agreement. Developer is a limited partnership, duly organized and validly existing and in good standing under the laws of the State of California. Developer has all requisite power and authority to own property and conduct business as presently conducted. Developer has made all filings and is in good standing in the State of California.

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

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

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

5.5 Notification of Limitations on Contributions. Through execution of this Agreement, the Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the

date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

5.6 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with the Developer, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by the Developer. A similar provision shall be included in all subordinate agreements let, awarded, negotiated or entered into by the Developer for the purpose of implementing this Agreement.

6. AMENDMENT; TERMINATION

6.1 Amendment or Termination. Except as provided in Sections 6.2 (Automatic Termination) and 8.3 (Remedies for Default), this Agreement may only be amended or terminated with the mutual written consent of the Parties.

6.1.1 Amendment Exemptions. No amendment of a Project Approval or subsequent Project Approval, or the approval of a subsequent Project Approval, shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and this Agreement (subject to any conditions set forth in the amendment or subsequent Project Approval). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and a subsequent Project Approval, or between this Agreement and any amendment to a Project Approval or subsequent Project Approval, then the terms of this Agreement shall prevail and any amendment to this Agreement shall be accomplished as set forth in Section 6.1 above.

6.2 Automatic Termination. This Agreement shall automatically terminate in the event that the Inclusionary Units are no longer subject to regulation as to the rental rates of the Inclusionary Units and/or the income level of households eligible to rent the Inclusionary Units under the Affordable Housing Program, or successor program.

7. TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

7.1 Agreement Runs With The Land. City acknowledges that Developer may assign or transfer its rights, duties and obligations under the Project Approval and this Agreement

and/or convey any interest it owns in the Property to another person or entity without City consent. Any assignee or successor to Developer's rights to the Project Approval and/or Property shall be referred to herein as a "Transferee". Any Transferee may also subsequently assign or transfer its rights, duties and obligations under this Agreement and/or convey any interest it owns in the Property to another person or entity. As provided in Section 9.2, this Agreement runs with the land and any Transferee will be bound by all of the terms and conditions of this Agreement.

7.2 Rights of Developer. The provisions in this Section 7 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses or similar agreements to facilitate development of the Property, (ii) encumbering the Property or any portion of the improvements thereon by any mortgage, deed of trust, or other device securing financing with respect to the Property or Project, (iii) granting one or more leasehold interests in all or any portion of the Property, or (iv) transferring all or a portion of the Property pursuant to a sale, transfer pursuant to foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a mortgage. None of the terms, covenants, conditions, or restrictions of this Agreement or the Project Approval shall be deemed waived by City by reason of the rights given to the Developer pursuant to this Section 7.2. Furthermore, although the Developer initially intends to operate the Project on a rental basis, nothing in this Agreement shall prevent Developer from later selling all or part of the Project on a condominium basis, provided that such sale is permitted by, and complies with, all applicable City and State laws including, but not limited to that, with respect to any inclusionary units, those shall only be sold pursuant to the City Procedures for sale of inclusionary units under the Affordable Housing Program.

7.3 Developer's Responsibility for Performance. If Developer transfers or assigns all or any portion of the Property or any interest therein to any other person or entity, Developer shall continue to be responsible for performing the obligations under this Agreement as to the transferred property interest until such time as there is delivered to the City a legally binding agreement pursuant to which the Transferee assumes and agrees to perform Developer's obligations under this Agreement from and after the date of transfer of the Property (or an interest therein) to the Transferee (an "Assignment and Assumption Agreement"), but not thereafter. The City is entitled to enforce each and every such obligation assumed by the Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert any defense against the City's enforcement of performance of such obligation that is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the transfer or assignment, the Assignment and Assumption Agreement, the purchase and sale agreement, or any other agreement or transaction between the Developer and the Transferee. The transferor Developer shall remain responsible for the performance of all of its obligations under the Agreement prior to the date of transfer, and shall remain liable to the City for any failure to perform such obligations prior to the date of the transfer.

7.4 Release Upon Transfer or Assignment. Upon the Developer's transfer or assignment of all or a portion of the Property or any interest therein, including the Developer's rights and interests under this Agreement, the Developer shall be released from any obligations required to be performed from and after the date of transfer under this Agreement with respect to

the portion of the Property so transferred; provided, however, that (i) the Developer is not then in default under this Agreement and (ii) the Transferee executes and delivers to the City the legally binding Assignment and Assumption Agreement. Following any transfer, in accordance with the terms of this Section 7, a default under this Agreement by the Transferee shall not constitute a default by the Developer under this Agreement and shall have no effect upon the Developer's rights under this Agreement as to the remaining portions of the Property owned by the Developer. Further, a default under this Agreement by the Developer as to any portion of the Property not transferred or a default under this Agreement by the Developer prior to the date of transfer shall not constitute a default by the Transferee and shall not affect any of Transferee's rights under this Agreement.

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

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

7.5.2 Subject to the provisions of Section 7.5.1, any person, including a Mortgagee, who acquires title to all or any portion of the mortgaged property by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise shall succeed to all of the rights and obligations of the Developer under this Agreement and shall take title subject to all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote any portion of the Property to any uses, or to construct any improvements, other than the uses and improvements provided for or authorized by the Project Approval and this Agreement.

7.5.3 If City receives a written notice from a Mortgagee or from Developer requesting a copy of any Notice of Default delivered to Developer and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default delivered to Developer under this Agreement. In accordance with Section 2924 of the California Civil Code, City hereby requests that a copy of any notice of default and a copy of any notice of sale under any mortgage or deed of trust be mailed to City at the address shown on the first page of this Agreement for recording, provided that no Mortgagee or trustee under a deed of trust shall incur any liability to the City for any failure to give any such notice of default or notice of sale except to the extent the City records a request for notice of default and notice of sale in compliance with Section 2924b of the California Civil Code (a "Request for Special Notice") with respect to a specific mortgage or deed of trust and the

Mortgagee or trustee fails to give any notice required under Section 2924b of the California Civil Code as a result of the recordation of a Request for Special Notice.

7.5.4 A Mortgagee shall have the right, at its option, but no obligation, to cure any default or breach by the Developer under this Agreement within the same time period as Developer has to remedy or cause to be remedied any default or breach, plus an additional period of (i) thirty (30) calendar days to cure a default or breach by the Developer to pay any sum of money required to be paid hereunder and (ii) ninety (90) days to cure or commence to cure a non-monetary default or breach and thereafter to pursue such cure diligently to completion; provided that if the Mortgagee cannot cure a non-monetary default or breach without acquiring title to the Property, then so long as Mortgagee is diligently pursuing foreclosure of its mortgage or deed of trust, Mortgagee shall have until ninety (90) days after completion of such foreclosure to cure such non-monetary default or breach. Mortgagee may add the cost of such cure to the indebtedness or other obligation evidenced by its mortgage, provided that if the breach or default is with respect to the construction of the improvements on the Property, nothing contained in this Section or elsewhere in this Agreement shall be deemed to permit or authorize such Mortgagee, either before or after foreclosure or action in lieu thereof or other remedial measure, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete in the manner provided in this Agreement the improvements on the Property or the part thereof to which the lien or title of such Mortgagee relates. Notwithstanding a Mortgagee's agreement to assume the obligation to complete in the manner provided in this Agreement the improvements on the Property or the part thereof acquired by such Mortgagee, the Mortgagee shall have the right to abandon completion of the improvement at any time thereafter.

7.5.5 If at any time there is more than one mortgage constituting a lien on any portion of the Property, the lien of the Mortgagee prior in lien to all others on that portion of the mortgaged property shall be vested with the rights under this Section 7.5 to the exclusion of the holder of any junior mortgage; provided that if the holder of the senior mortgage notifies the City that it elects not to exercise the rights sets forth in this Section 7.5, then each holder of a mortgage junior in lien in the order of priority of their respective liens shall have the right to exercise those rights to the exclusion of junior lien holders. Neither any failure by the senior Mortgagee to exercise its rights under this Agreement nor any delay in the response of a Mortgagee to any notice by the City shall extend Developer's or any Mortgagee's rights under this Section 7.5. For purposes of this Section 7.5, in the absence of an order of a court of competent jurisdiction that is served on the City, a then current title report of a title company licensed to do business in the State of California and having an office in the City setting forth the order of priority of lien of the mortgages shall be reasonably relied upon by the City as evidence of priority. Nothing in this Agreement shall impair the foreclosure rights of any mortgagee.

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

8. ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

8.1 Enforcement. The only parties to this Agreement are the City and the Developer. This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

8.2 Default. For purposes of this Agreement, the following shall constitute a default under this Agreement: the failure to perform or fulfill any material term, provision, obligation, or covenant hereunder and the continuation of such failure for a period of thirty (30) calendar days following a written notice of default and demand for compliance; provided, however, if a cure cannot reasonably be completed within thirty (30) days, then it shall not be considered a default if a cure is commenced within said 30-day period and diligently prosecuted to completion thereafter, but in no event later than one hundred twenty (120) days.

8.3 Remedies for Default. In the event of an uncured default under this Agreement, the remedies available to a Party shall include specific performance of the Agreement in addition to any other remedy available at law or in equity. In addition, the non-defaulting Party may terminate this Agreement subject to the provisions of this Section 8 by sending a Notice of Intent to Terminate to the other Party setting forth the basis for the termination. The Agreement will be considered terminated effective upon receipt of a Notice of Termination. The Party receiving the Notice of Termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

8.4 No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

9. MISCELLANEOUS PROVISIONS

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

9.2 Binding Covenants; Run With the Land. From and after recordation of this Agreement, ~~all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.~~ Regardless of whether the procedures in Section 7 are followed, following recordation of this Agreement all of its provisions shall be enforceable during the term hereof as equitable

servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

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

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

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

9.5.1 The development proposed to be undertaken by Developer on the Property is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. The Developer shall exercise full dominion and control over the Property, subject only to the limitations and obligations of the Developer contained in this Agreement or in the Project Approval.

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

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

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

9.8 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time,

upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Evan A. Gross, Dep. City Attorney

To Developer:

Mindful Investments, L.P.
c/o Workshop1
1030 Grayson Street
Berkeley, CA 94710
Attn: Will Mollard

and a copy to:

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Tel: (415) 567-9000
Fax: (415) 399-9480
E-mail: msarjapur@reubenlaw.com
Attn: Melinda Sarjapur

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

9.10 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the

MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

9.11 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

9.12 Sunshine. The Developer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure.

9.13 Effective Date. This Agreement will become effective on the date that the last Party duly executes and delivers this Agreement.

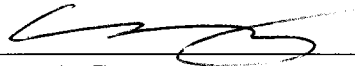
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

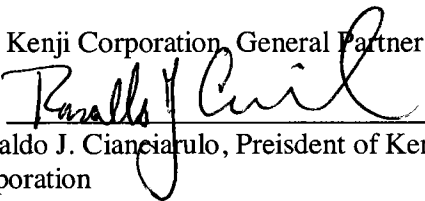
Approved as to form:
Dennis J. Herrera, City Attorney

By: _____
John Rahaim
Director of Planning

By:  _____
Evan A. Gross
Deputy City Attorney

DEVELOPER

MINDFUL INVESTMENTS, L.P.,
a California limited partnership

By: Kenji Corporation, General Partner
By:  _____
Ronaldo J. Cianciarulo, President of Kenji
Corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

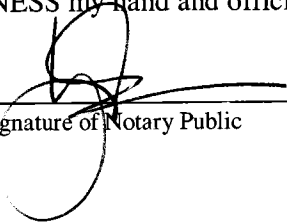
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On 4.27.2015 before me, LYNNE YORK GUEDEZ,

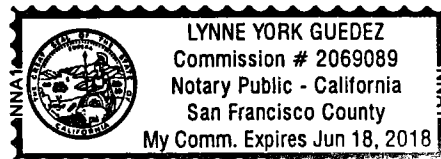
a Notary Public, personally appeared, RONALDO JOHN CIANCARULO
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and by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

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

WITNESS my hand and official seal.



Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____

a Notary Public, 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 by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A

Legal Description of Property

SUPPLEMENTAL INFORMATION FOR Anti-Discriminatory Housing Policy

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:	
Mindful Investments,	
PROPERTY OWNER'S ADDRESS:	TELEPHONE:
827 De Haro Street	(415) 793-3200
San Francisco, CA 94107	EMAIL:
	ronaldo1944@gmail.com

APPLICANT'S NAME:	
Will Mollard	Same as Above <input type="checkbox"/>
APPLICANT'S ADDRESS:	TELEPHONE:
1030 Grayson Street	(415) 523-0304
Berkeley, CA 94710	EMAIL:
	will@workshop1.com

CONTACT FOR PROJECT INFORMATION:	
	Same as Above <input checked="" type="checkbox"/>
ADDRESS:	TELEPHONE:
	()
	EMAIL:

COMMUNITY LIAISON FOR PROJECT (PLEASE REPORT CHANGES TO THE ZONING ADMINISTRATOR):	
	Same as Above <input checked="" type="checkbox"/>
ADDRESS:	TELEPHONE:
	()
	EMAIL:

2. Location and Project Description

STREET ADDRESS OF PROJECT:		ZIP CODE:
901 Tennessee Street, San Francisco		94107
CROSS STREETS:		
At the corner of 20th and Tennessee Streets, between 20th and 22nd Streets		
ASSESSORS BLOCK/LOT:	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
4801 / 017	Urban Mixed Use (UMU)	40-X

PROJECT TYPE: (Please check all that apply)	EXISTING DWELLING UNITS:	PROPOSED DWELLING UNITS:	NET INCREASE:
<input checked="" type="checkbox"/> New Construction	0	44	44
<input type="checkbox"/> Demolition			
<input type="checkbox"/> Alteration			
<input type="checkbox"/> Other: _____			

Compliance with the Anti-Discriminatory Housing Policy

1. Does the applicant or sponsor, including the applicant or sponsor's parent company, subsidiary, or any other business or entity with an ownership share of at least 30% of the applicant's company, engage in the business of developing real estate, owning properties, or leasing or selling individual dwelling units in States or jurisdictions outside of California?

☐ YES ☒ NO

1a. If yes, in which States? _____

- 1b. If yes, does the applicant or sponsor, as defined above, have policies in individual States that prohibit discrimination based on sexual orientation and gender identity in the sale, lease, or financing of any dwelling units enforced on every property in the State or States where the applicant or sponsor has an ownership or financial interest?

☐ YES ☐ NO

- 1c. If yes, does the applicant or sponsor, as defined above, have a national policy that prohibits discrimination based on sexual orientation and gender identity in the sale, lease, or financing of any dwelling units enforced on every property in the United States where the applicant or sponsor has an ownership or financial interest in property?

☐ YES ☐ NO

If the answer to 1b and/or 1c is yes, please provide a copy of that policy or policies as part of the supplemental information packet to the Planning Department.

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: Other information or applications may be required.

Signature: _____



Date: January 15, 2015

Print name, and indicate whether owner, or authorized agent:

Will Mollard

Owner / Authorized Agent (circle one)

PLANNING DEPARTMENT USE ONLY

PLANNING DEPARTMENT VERIFICATION:

- ☐ Anti-Discriminatory Housing Policy Form is **Complete**
☐ Anti-Discriminatory Housing Policy Form is **Incomplete**

Notification of Incomplete Information made:

To: _____ Date: _____

BUILDING PERMIT NUMBER(S):	DATE FILED:
RECORD NUMBER:	DATE FILED:
VERIFIED BY PLANNER:	
Signature: _____ Date: _____	
Printed Name: _____ Phone: _____	
ROUTED TO HRC:	DATE:
<input type="checkbox"/> Emailed to: _____	



SAN FRANCISCO
PLANNING
DEPARTMENT

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

AFFIDAVIT FOR First Source Hiring Program Administrative Code Chapter 83

For all projects subject to Administrative Code Chapter 83, this completed form must be filed with the Planning Department prior to any Planning Commission hearing or, if principally permitted, Planning Department approval of the site permit.

PROJECT ADDRESS		BLOCK/LOT(S)
901 Tennessee Street San Francisco , CA		4801/017
BUILDING PERMIT APPLICATION NO.	CASE NO (IF APPLICABLE)	MOTION NO.
	2013.0321X	

Please check the boxes below that are applicable to this project. Select all that apply.

- ☒ 1A. The project is wholly residential.
- ☐ 1B. The project is wholly commercial. (For the purposes of Administrative Code Chapter 83, any project that is not residential is considered to be a commercial activity.)
- ☐ 1C. The project is a mixed use.
- ☒ 2A. The project will create ten (10) or more new residential units.
- ☒ 2B. The project will create 25,000 square feet or more of new or additional gross floor area.
- ☐ 3A. The project will create less than ten (10) new residential units.
- ☐ 3B. The project will create less than 25,000 square feet of new or additional gross floor area.

If you checked either 2A or 2B, your project is subject to the First Source Hiring Program. Please contact the First Source Hiring Program Manager with the San Francisco Human Services Agency's Workforce Development Division to develop a contract to satisfy this requirement.

If you checked 3A and 3B, your project is not subject to the First Source Hiring Program.

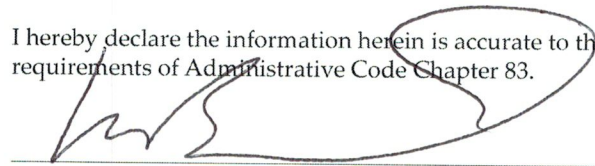
For questions, please contact the First Source Hiring Manager at (415) 401-4960. For frequently asked questions, you may access First Source information at www.onestopsf.org

Affidavit for First Source Hiring Program

Contact Information and Declaration of Sponsor of Principal Project

NAME:	
Will Mollard	
ADDRESS:	TELEPHONE:
1030 Grayson Street Berkeley, CA 94710	(415) 523-0304
	FAX:
	()
	EMAIL:
	will@workshop1.com

I hereby declare the information herein is accurate to the best of my knowledge and that I intend to satisfy the requirements of Administrative Code Chapter 83.



Signature

January 15, 2015

Date

Uchida, Kansai (CPC)

From: Alison Woods <alison@woods2.com>
Sent: Thursday, February 27, 2014 7:21 PM
To: Uchida, Kansai
Subject: 901 Tennessee Street

Categories: 901 Tennessee

Dear Kansai Uchida,

I am writing regarding the proposed construction of a 44 unit condominium project at 20th and Tennessee.

I have the following concerns:

1. A historic building is being demolished in "Historic Dogpatch". The Espirit condominium project located in the neighborhood was able to repurpose an existing historic building and add on to it to preserve the character of the neighborhood. The building directly across the street is a historic brick building that was converted into condominiums.
2. There are only 33 proposed parking spaces for 44 units. Dogpatch does not currently have enough amenities (grocery stores, pharmacies) within walking distance to be a car-free neighborhood. Parking is already extremely challenged and adding additional cars will only compound the problem. This project should include one parking space per unit.
3. Height -- the height of this building should not exceed the height of the condominium project directly across the street on Tennessee street (701 Minnesota) to keep it in scale with the rest of the street.
4. More 3 bedroom units would be a plus, especially for the young families who are moving into this neighborhood.

Alison Woods
701 Minnesota Street

March 3, 2014

Kansai Uchida
San Francisco Planning Department
1650 Mission St., Suite 400
San Francisco, CA 94103

Re: Large Project Authorization for Case No.: 2013.0321E
Project Address: 901 Tennessee Street

Dear Kansai Uchida:

I am writing on behalf of the SF Bay Area Association of Renters to enthusiastically support the above captioned project's application for Large Project Authorization, and express our hope that the Planning Commission will approve the project.

We believe that San Francisco's affordable housing crisis can be mitigated by increasing the supply of housing at all price levels. We support the construction of high density housing in all San Francisco neighborhoods. San Francisco is a successful, growing city. We are proud that people from all over the world want to live here. To ensure that the current residents can continue to afford to live in San Francisco, and aren't "pushed out," it is necessary to build as many new housing units as possible.

We look forward to the possibility of 44 new units in San Francisco. Please keep us updated on the progress of the project at 901 Tennessee Street.

Thank you,

Sonja Trauss President, SF Bay Area Association of Renters	Max Gasner 94607
Elizabeth Leddy 94612	Chad Sahlhoff 94103
Micah Catlin 94107	James Sutterfield 94110

Uchida, Kansai (CPC)

From: Sucre, Richard (CPC)
Sent: Tuesday, March 11, 2014 9:10 AM
To: Uchida, Kansai
Cc: hestor@earthlink.net
Subject: FW: 901 Tennessee St 2013.0321 comments

Hi Kansai,

Below are comments on the environmental review for 901 Tennessee St from Sue Hestor. She is copied on this email.

Rich

Richard Sucre
Preservation Technical Specialist/Planner, Southeast Quadrant, Current Planning

Planning Department | City and County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-575-9108 | Fax: 415-558-6409
Email: richard.sucre@sfgov.org
Web: www.sfplanning.org



From: Sue Hestor [<mailto:hestor@earthlink.net>]
Sent: Monday, March 10, 2014 4:27 PM
To: Sucre, Richard (CPC)
Subject: 901 Tennessee St 2013.0321 comments

These are my comments on what environmental review for above project must contain.

This is called "flexible occupancy" space. In the past live/work units - including in THIS area - have been approved by Planning as legal "commercial" uses (where housing was either not permitted or required Conditional Use) but were mostly occupied and marketed as fully residential. In an industrial area.

THE PLANNING DEPARTMENT DOES NOT FOLLOW THROUGH WITH ENFORCEMENT. The entire building must be analyzed as 100% of **both** uses. No conditions that deal with modification of occupancy or use are realistic in light of inability/lack of will for enforcement of conditions for tenant improvements or change of occupancy.

This is based on real world - how Department staff currently tells live/work occupants that they DO NOT HAVE to comply with recorded conditions imposed on each unit. Don't have to file for annual business tax registration of their unit. Because they don't file, even if they happen to actually run a business from their unit, don't have to pay annual taxes. Planning Department has the legal ability to call up each address where live/work was approved and get a list from CITY treasurer of all business registrations for that address.

Please check out level of compliance for THAT condition which was imposed on over 5000 units of live/work approved by Planning already. Recordation of conditions itself is a joke which depends on the integrity of each and every real estate broker to NOT SELL to anyone not in compliance with the

limitation.

Given the reality of how Planning and the City has operated, I am cynical about follow-through on ANY condition that runs with the building or individual units.

A realistic assumption is that any "springing" condition that depends on reporting, or changed obligation if use modified, will NOT be enforced.

This could be considered cynical. It is realistic.

Please put in project file.

Sue Hestor
870 Market St #1128
SF 94102



May 4, 2015

To: San Francisco Planning Commission

Re: Support for proposed development project at 901 Tennessee St./20th St.

The Dogpatch Neighborhood Association (DNA) voted at our Feb. 2015 meeting, unanimously, to support the 44-unit residential development proposal (including a few flex units at the street level -UMU zoning) by Mindful Investments-Ronaldo Cianciarulo and Workshop 1. Neighbors and DNA met with the developer team three times beginning in 2014. The developer responded to our suggestions of adding a few (3) 3-bedroom units, and keeping the affordable units on-site. We also asked for a more open and lively street level treatment on 20th Street, as did the SF Planning Dept. The subtle colors and quiet design make the new building less obtrusive and the slightly lower and recessed treatment of the building where it meets the historic Firehouse on its south side shows respect for neighborhood context.

We appreciate the extended sidewalk landscaping design, which compliments our Dogpatch 22nd Street Master Greening Plan, which GreenTrustSF and Dogpatch neighbors developed and completed, with Fletcher Studio in 2011. The bench seating, bike racks, sidewalk lighting and extensive greening will offer a public respite near busy Third Street. The breezeway on 20th Street will also be a pleasant surprise and interesting view for pedestrians and residents alike.

We look forward to working with the developer team as they move forward into final details and construction and anticipate this to be a positive addition to the neighborhood.

DNA requests to be consulted in any design changes proposed for this project by the Planning Dept., Commission, this sponsor or any future new sponsor, subsequent to our Feb. 2015 meeting approval, and reserves the right to rescind our approval should the design not meet our standards.

Sincerely,

Janet Carpinelli
President



PROJECT TEAM

OWNER
MINDFUL INVESTMENTS, LP
827 DEHARO STREET
SAN FRANCISCO, CA 94107
RONALDO CIANCIARULO

DEVELOPER:
WORKSHOP1, INC.
1030 GRAYSON STREET
BERKELEY, CA 94710
WILL MOLLARD
(415) 523-0304 x.1

ARCHITECT:
WORKSHOP1, INC.
1030 GRAYSON STREET
BERKELEY, CA 94710
MIKE PITLER
(415) 523-0304 x.1

LANDSCAPE ARCHITECT:
FLETCHER STUDIO
2339 3RD STREET, #43R
SAN FRANCISCO, CA 94107
DAVID FLETCHER
(415) 431-7878

STRUCTURAL ENGINEER:
DCI ENGINEERS
ONE POST STREET, SUITE 1050
SAN FRANCISCO, CA 94104
JEFF D. BRINK, P.E.
(415) 781-1505 x.222

CIVIL ENGINEER:
SANDIS
1721 BROADWAY, SUITE 201
OAKLAND, CA 94612
BRIAN SCHICK
(510) 590-3409

GEOTECHNICAL ENGINEER:
ROCKRIDGE GEOTECHNICAL
4379 PIEDMONT AVENUE
OAKLAND, CA 94711
CRAIG SHIELDS
(510) 420-5736

SURVEYOR:
FREDERICK T. SEHER & ASSOCIATES, INC.
841 LOMBARD STREET
SAN FRANCISCO, CA 94133
FREDERICK SEHER
(415) 921-7690

PROJECT DESCRIPTION

THIS PROPOSAL IS TO CONSTRUCT A NEW 4 STORY PLUS BASEMENT, FULLY-SPRINKLERED, RESIDENTIAL BUILDING AT 901 TENNESSEE STREET (BLOCK 4801 AND LOT 017). THE PROJECT SITE IS LOCATED ON THE EAST SIDE OF TENNESSEE STREET AT THE CORNER OF 20TH STREET IN THE HISTORIC DOGPATCH NEIGHBORHOOD. IT IS IN THE BLOCK BOUNDED BY TENNESSEE STREET, 20TH STREET, 3RD STREET, AND 22ND STREET. THE LOT MEASURES 100' BY 100' AND IS APPROXIMATELY 10,000 SQ FT IN AREA. IT IS CURRENTLY IMPROVED WITH A VACANT ONE STORY INDUSTRIAL BUILDING OF APPROXIMATELY 9,000 SQ FT, WITH NO BASEMENT, THAT WAS CONSTRUCTED IN 1946. THE PROPERTY IS ZONED URBAN MIXED USE (UMU) AND IS LOCATED IN A 40-X HEIGHT AND BULK DISTRICT.

THE DESIGN OF THE PROPOSED BUILDING IS 'C' SHAPE WITH AN INTERNAL COURTYARD. THE BUILDING WILL CONTAIN APPROXIMATELY 42,400 SQUARE FEET IN TOTAL, WILL HAVE 4 LEVELS OVER A FULL BASEMENT, AND WILL BE A HEIGHT OF 40 FEET AS MEASURED FROM THE MIDPOINT OF THE FRONTAGE ALONG TENNESSEE STREET. THE BUILDING HAS A TOTAL 44 UNITS THAT BREAK DOWN IN THE FOLLOWING MANNER: THERE ARE 3 STUDIOS, 23 ONE-BEDROOM UNITS, 10 TWO-BEDROOM UNITS, 5 TWO-BEDROOM "FLEXIBLE OCCUPANCY" UNITS, AND 3 THREE-BEDROOM UNITS. THE PLANNING CODE REQUIRES THAT 40% OF THE UNITS BE TWO-BEDROOM OR LARGER. THE PROPOSED DESIGN CONTAINS A TOTAL OF 18 UNITS THAT MEET THIS REQUIREMENT, OR 40.9%. SIX OF THE UNITS (14.4%) SHALL BE BELOW MARKET RATE PER INCLUSIONARY HOUSING POLICY.

THE BUILDING'S DESIGN IS COMPATIBLE WITH CHARACTER OF THE DOGPATCH NEIGHBORHOOD. THE FLEXIBLE OCCUPANCY UNITS, LINING THE BUILDING'S SIDEWALK FRONTAGE ALONG TENNESSEE AND 20TH STREETS, HAVE STOREFRONT WINDOWS SETBACK WITH STOOPS AND OFFER HOME-BUSINESS OPPORTUNITIES FOR THE NEIGHBORHOOD (WHICH HAS AN ABUNDANCE OF SMALL OFFICES POPULAR AMONG DESIGNERS AND SMALL, CREATIVE COMPANIES). THESE UNITS PROMOTE THE UMU ZONING GOALS, WHICH CALLS FOR "A VIBRANT MIX OF USES WHILE MAINTAINING THE CHARACTERISTICS OF FORMERLY INDUSTRIALLY-ZONED AREAS."

FOLLOWING IS A DESCRIPTION OF THE BUILDING BY FLOOR/ FEATURE.

BASEMENT LEVEL. THE BASEMENT LEVEL CONTAINS A PARKING GARAGE WITH 33 CAR PARKING SPACES AND 88 BICYCLE PARKING SPACE. ADDITIONALLY, THERE ARE AREAS FOR THE BUILDING'S MECHANICAL ROOMS.

1ST LEVEL (GROUND FLOOR). THE 1ST LEVEL HAS 8 DWELLING UNITS CONSISTING OF 2 ONE-BEDROOM UNITS, 1 TWO-BEDROOM UNIT AND 5 TWO-BEDROOM "FLEXIBLE OCCUPANCY" UNITS, WHICH FACE TENNESSEE STREET. THE FLEXIBLE OCCUPANCY UNIT WOULD ALLOW SOMEONE TO OPERATE A HOME-BASED BUSINESS (OCCUPYING A LIMITED AMOUNT OF FLOOR AREA).

COURTYARD. AN APPROXIMATELY 1,692 SQUARE FOOT LANDSCAPED INTERNAL COURTYARD IS LOCATED ON THE 1ST LEVEL. A PORTION OF THE COURTYARD IS COVERED (NOT INCLUDED IN AFOREMENTIONED AREA), AS IT IS LOCATED WITHIN A BREEZEWAY THAT OPENS ONTO 20TH STREET AND SERVES AS THE BUILDING'S ENTRANCE. THE COURTYARD SERVES AS THE BUILDING'S REQUIRED REAR YARD AND WILL REQUIRE A REAR YARD MODIFICATION FOR ITS APPROVAL. BECAUSE THE UNITS FACE INTO THE COURTYARD, IT SERVES TO BUFFER THE RESIDENTIAL UNITS FROM THE ADJACENT DILAPIDATED PROPERTIES. THE ENTIRETY OF THE COURTYARD WILL SERVE AS PRIVATE OPEN SPACE FOR THE ADJACENT UNITS WITH A COMMON PEDESTRIAN ACCESS PATH FOR EACH.

2ND, 3RD AND 4TH LEVELS. THE 2ND THROUGH 4TH LEVELS EACH HAVE 12 UNITS CONSISTING OF 1 STUDIO UNIT, 7 ONE-BEDROOM UNITS, 3 TWO-BEDROOM UNITS AND 1 THREE-BEDROOM UNIT. THE 4TH LEVEL'S TENNESSEE STREET FRONTAGE IS SET BACK 3' PROVIDING EACH OF THE 3 ADJACENT UNITS WITH A SMALL EXTERIOR DECK SPACE.

ROOF LEVEL. THE ROOF LEVEL HAS APPROXIMATELY 3,662 SQUARE FEET OF LANDSCAPED TO SERVE AS THE BUILDING'S REQUIRED COMMON OPEN SPACE. ADDITIONALLY, THERE ARE 2 PENTHOUSES CONTAINING STAIRS, AN ELEVATOR AND A BOILER ROOM.

DRAWING SHEET INDEX

- A0.1PROJECT DESCRIPTION AND DATA
- A0.2PROJECT VICINITY MAP
- A0.3DESIGN BACKGROUND - CONTRIBUTORY INDUSTRIAL BUILDINGS IN THE DOGPATCH HISTORIC DISTRICT
- A0.4DESIGN BACKGROUND - CONTRIBUTORY CIVIC AND RESIDENTIAL BUILDINGS IN THE DOGPATCH HISTORIC DISTRICT
- A0.5DESIGN BACKGROUND - CONTRIBUTORY BUILDINGS' FORM AND DETAIL PRECEDENTS
- A0.6DESIGN BACKGROUND - CONTRIBUTORY BUILDINGS' MATERIAL PRECEDENTS

- A1.1CONCEPT RENDERING - DESIGN PROGRESSION (20TH & TENNESSEE STREET ELEVATIONS)
- A1.2CONCEPT RENDERING - SOUTHEAST STREET VIEW (20TH & TENNESSEE STREET ELEVATIONS)
- A1.3CONCEPT RENDERING ALTERNATE - SOUTHEAST STREET VIEW (20TH & TENNESSEE STREET ELEVATIONS)
- A2.1EXISTING SITE PLAN
- A2.2PROPOSED SITE PLAN
- A2.3BASEMENT LEVEL FLOOR PLAN
- A2.41ST LEVEL FLOOR PLAN
- L2.4GROUND AND 1ST LEVEL LANDSCAPE PLAN
- A2.52ND LEVEL FLOOR PLAN (3RD LEVEL IS SIMILAR)
- A2.64TH LEVEL FLOOR PLAN
- A2.7ROOF LEVEL FLOOR PLAN
- L2.7ROOF LEVEL LANDSCAPE PLAN
- A3.1TENNESSEE STREET ELEVATION & DESIGN PRECEDENTS
- A3.2PARTIAL TENNESSEE STREET ELEVATION - RELATIONSHIP TO 909 TENNESSEE 'SFFD ENGINE HOUSE #16'
- A3.320TH STREET ELEVATION
- A3.420TH STREET ELEVATION'S RELATIONSHIP TO 2500-2550 THIRD STREET
- A3.5SOUTH 'PROPERTY LINE' ELEVATION
- A3.6EAST 'PROPERTY LINE' ELEVATION
- A3.7WEST COURTYARD ELEVATION
- A3.8EAST COURTYARD ELEVATION

PROJECT DATA MATRIX

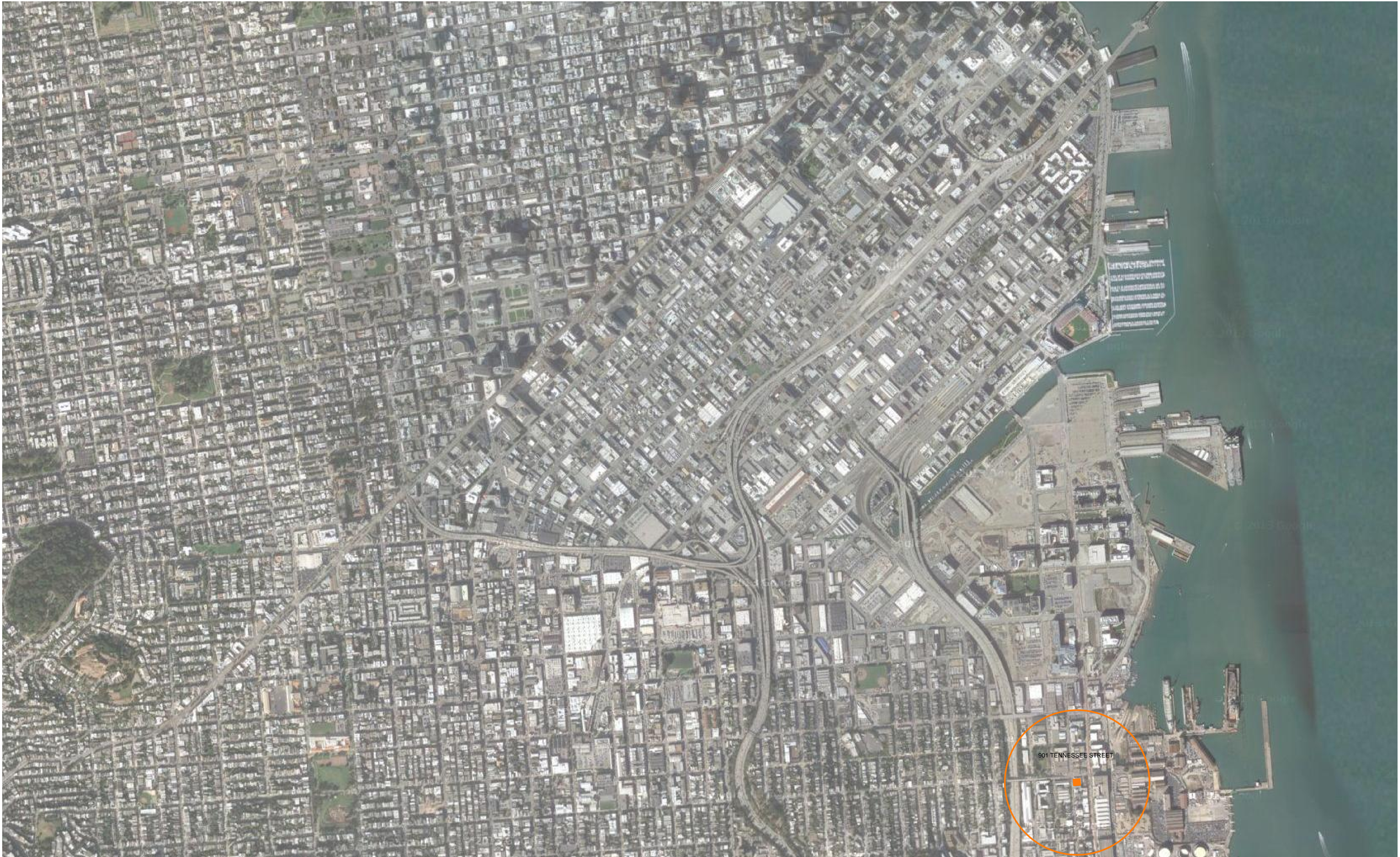
<div><div><div>workshop1</div><div>901 Tennessee Street</div><div>Building Program & Sales Valuation</div></div></div>										
	Beds	Baths	Flex	BMR	Residential Area		Other Area		Landscaped Area	Total Gross Buildable
					Net Salable	Gross Saleable	Commercial	Other Area		
Bicycle Parking									490	
Parking Garage									7,436	
Circulation/Mechanical									1,284	
Common Landscaped Area										
Basement Level					0	0	0	9,210	0	9,210
101	2	1	1		697	790			156	
102	2	1	1		797	892			251	
103	2	1	1		720	808			319	
104	2	1	1		720	808			318	
105	2	1	1		797	892			292	
106	1	1			592	650			264	
107	1	1			592	650			263	
108	2	1			552	615			251	
Circulation/Mechanical								799		
Common Landscaped Area									839	
Level 1	8			5	0	5,467	6,105	0	799	2,953
201	2	1			609	671				
202	1	1			540	597				
203	1	1			538	593				
204	3	1.5		1	953	1,049				
205	2	1			606	669				
206	1	1			468	525				
207	1	1		1	370	432				
208	1	1			377	428				
209	0	1		1	308	357				
210	1	1			468	525				
211	1	1			466	518				
212	2	1			582	653				
Circulation/Mechanical								1,130		
Common Landscaped Area										
Level 2	12			0	3	6,285	7,017	0	1,130	0
301	2	1			609	671				
302	1	1			540	597				
303	1	1			538	593				
304	3	1.5			953	1,049				
305	2	1		1	606	669				
306	1	1			468	525				
307	1	1		1	370	432				
308	1	1			377	428				
309	0	1			308	357				
310	1	1			468	525				
311	1	1			466	518				
312	2	1			582	653				
Circulation/Mechanical								1,130		
Common Landscaped Area										
Level 3	12			0	2	6,285	7,017	0	1,130	0
401	2	1			609	671				
402	1	1			468	522			64	
403	1	1			466	518			64	
404	3	1.5			882	974			64	
405	2	1			606	669				
406	1	1			468	525				
407	1	1		1	370	432				
408	1	1			377	428				
409	0	1			308	357				
410	1	1			468	525				
411	1	1			466	518				
412	2	1			582	653				
Circulation/Mechanical								1,130		
Common Landscaped Area										
Level 4	12			0	1	6,070	6,792	0	1,130	192
Circulation/Mechanical										
Common Landscaped Area								848		
Roof Level				0	0	0	0	848	3,697	848
Building Total	44			5	6	24,107	26,931	0	14,247	6,842

UNIT TYPE	Qty	Avg Area	BMR calc	MR rounded	BMR actual	Flex Units
Studio	3	308	0.432	0	1	0
1 bedroom, 1 bath	23	466	3.312	3	3	0
2 bedroom, 1 bath	15	645	2.16	2	1	5
3 bedroom, 1 bath	3	929.3333	0.432	0	1	0
Total	44	612	6	5	6	5

UNIT TYPE - BY LEVEL	L1	L2	L3	L4	Total Check
Studio	0	1	1	1	3
1 bedroom, 1 bath	2	7	7	7	23
2 bedroom, 1 bath	6	3	3	3	15
3 bedroom, 1 bath	0	0	0	0	0
Total	8	11	11	11	41

KEY PROJECT INFO	Required	Provided
# of 2+ Bedroom Units	6.00	18
% of 2+ Bedroom Units	40%	41%
BMR Units	14.4%	6
Car Parking	33	33
Car - EE designated	3	3
Bike Parking - Class 1	44	88
Bike Parking - Class 2	2	2
Private Open Space	0	2,306
Common Open Space	3,360	4,536

OCCUPANCY USE	SF
R-2	30,428
S-2	7,926





800 TENNESSEE ST 'HSIN TUNG YANG FOOD CO' - CONTRIBUTORY INDUSTRIAL BUILDING NOT IN HISTORIC DISTRICT



890-900 MINNESOTA ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



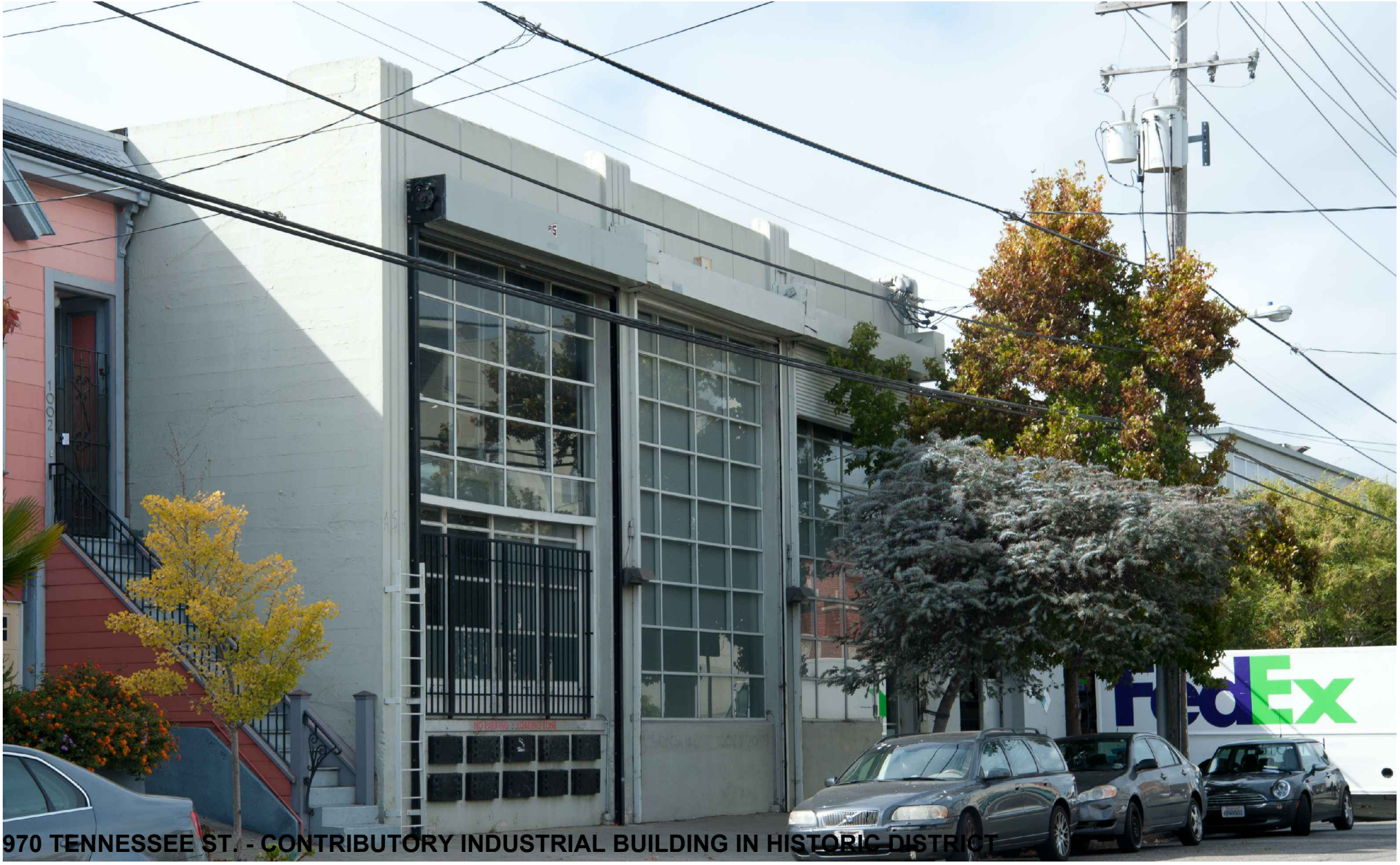
904-922 22ND ST. 'RICKSHAW BAGWORKS' - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



900 TENNESSEE ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



807 22ND ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



970 TENNESSEE ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



833 22ND ST. 'WORKSHOP RESIDENCE' - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



1060 TENNESSEE ST. 'IRVING M. SCOTT SCHOOL' - CONTRIBUTORY CIVIC BUILDING IN HISTORIC DISTRICT



909 TENNESSEE ST. 'SFFD ENGINE HOUSE #16' - CONTRIBUTORY CIVIC BUILDING IN HISTORIC DISTRICT



2500-2550 THIRD ST. 'FORMER KENTUCKY HOTEL' - CONTRIBUTORY RESIDENTIAL BUILDING IN HISTORIC DISTRICT



1060 TENNESSEE ST. 'IRVING M. SCOTT SCHOOL' - CONTRIBUTORY CIVIC BUILDING IN HISTORIC DISTRICT



2300 THIRD ST. 'POTRERO POLICE STATION' - CONTRIBUTORY CIVIC BUILDING IN HISTORIC DISTRICT



2500-2550 THIRD ST. 'FORMER KENTUCKY HOTEL' - CONTRIBUTORY RESIDENTIAL BUILDING IN HISTORIC DISTRICT



1. 800 TENNESSEE ST 'HSIN TUNG YANG FOOD CO.' - CONTRIBUTORY INDUSTRIAL BUILDING NOT IN HISTORIC DISTRICT



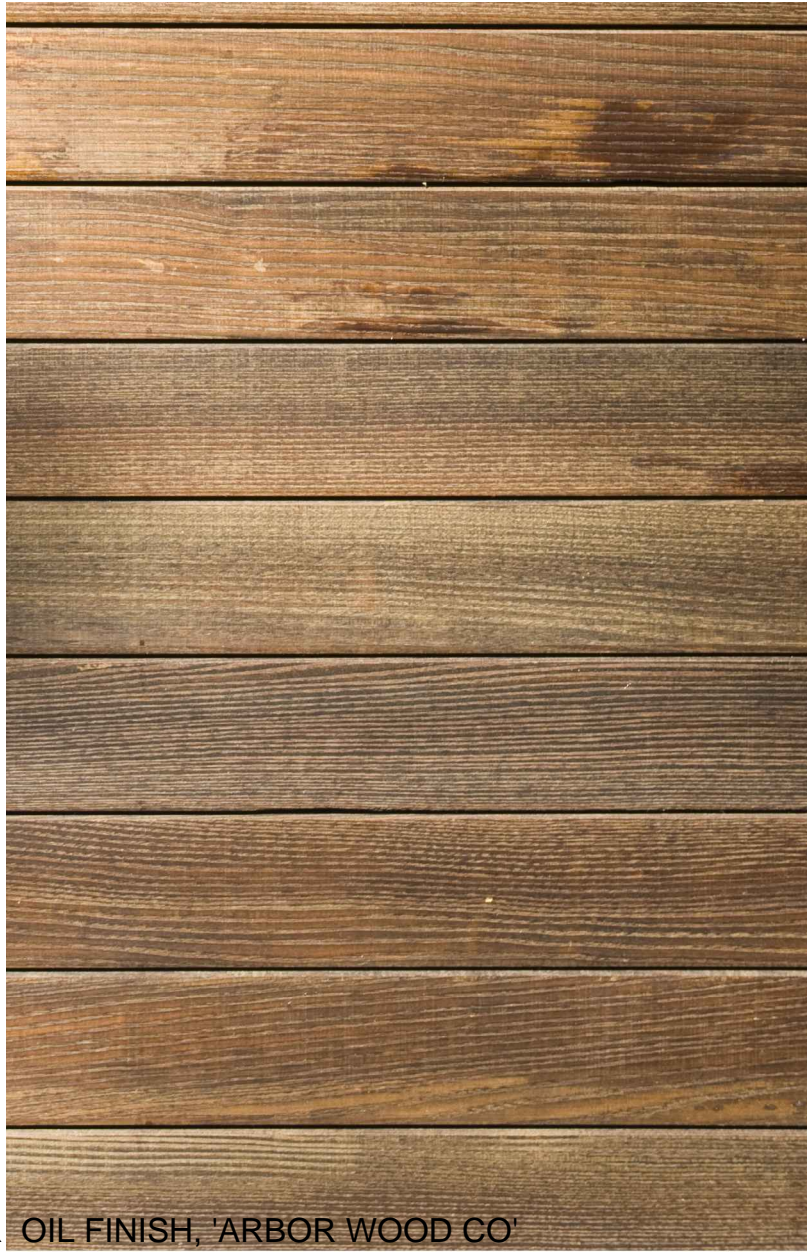
2. 970 TENNESSEE ST. - REGULAR PATTERN OF PILASTERS AND PLASTER CEMENT VENEER



3. 904-922 22ND ST. 'RICKSHAW BAGWORKS' - INDUSTRIALLY SIZED BUILDING ENTRY



CLADDING MATERIAL #1 - CEMENT PLASTER SIDING WITH CONCRETE FINISH



CLADDING MATERIAL #2 - SHIPLAP (HORIZONTAL) WOOD SIDING W/ CLEAR OIL FINISH, 'ARBOR WOOD CO'



970 TENNESSEE ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



807 22ND ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



1060 TENNESSEE ST. 'IRVING M. SCOTT SCHOOL' - CONTRIBUTORY CIVIC BUILDING IN HISTORIC DISTRICT



904-922 22ND ST. 'RICKSHAW BAGWORKS' - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



833 22ND ST. 'WORKSHOP RESIDENCE' - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



2500-2550 TENNESSEE ST. 'FORMER KENTUCKY HOTEL' - CONTRIBUTORY RESIDENTIAL BUILDING IN HISTORIC DISTRICT



ITERATION 1 - NOVEMBER 2013 (INITIAL DESIGN)



ITERATION 3 - JULY 2014 (CURRENT DESIGN)



ITERATION 2 - MAY 2014



ITERATION 4 - NOVEMBER 2014 (CURRENT DESIGN)



















- NOTES:
1. BUILDING FOOTPRINT INDICATED WITH GRAY TONE
 2. UPPER LEVEL FOOTPRINT INDICATED BY DASHED LINES

TENNESSEE STREET
80' WIDE

100'-0"

25'-0" BAY WINDOW

APPROX. LOCATION OF
PROPOSED BULB-OUT,
SEE LANDSCAPE DRAWINGS

3'-0" BAY

SOLID LINES INDICATE LOCATION OF TRANSPARENT FRONTAGE, 60' FEET PROVIDED,
SEE GROUND LEVEL FLOOR PLAN FOR MORE DETAIL

19'-6"

19'-6"

20TH STREET
66' WIDE

22'-6"

5'-2"

NEW 9'
DRIVEWAY

12'-0" CURBCUT

41'-10" BAY WINDOW

3'-0"

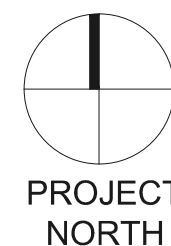
PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY FIREHOUSE)
2-STORY

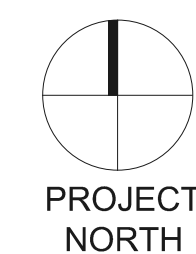
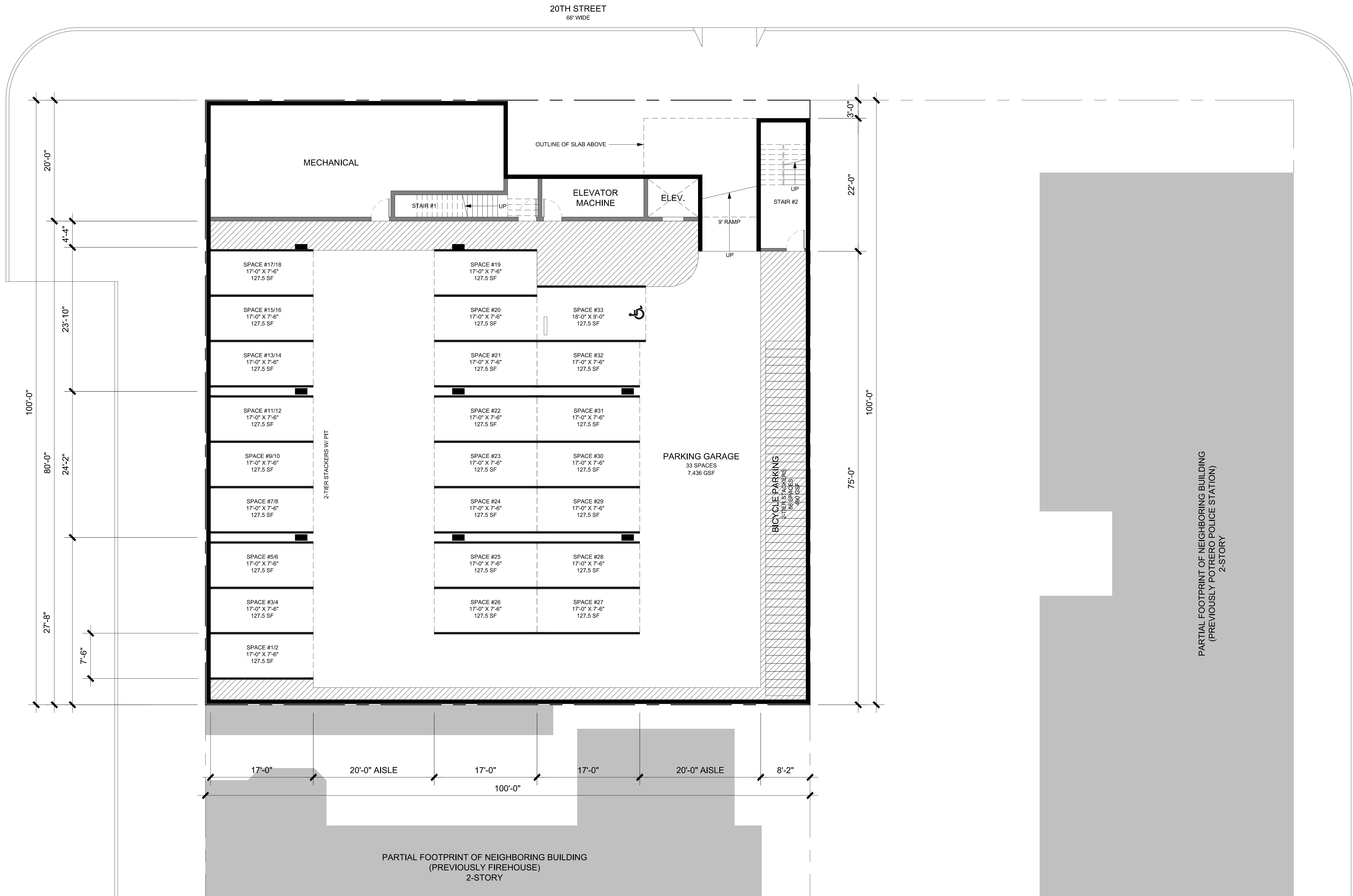
25'-0" COURTYARD

100'-0"

PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY POTRERO POLICE STATION)
2-STORY

3RD STREET







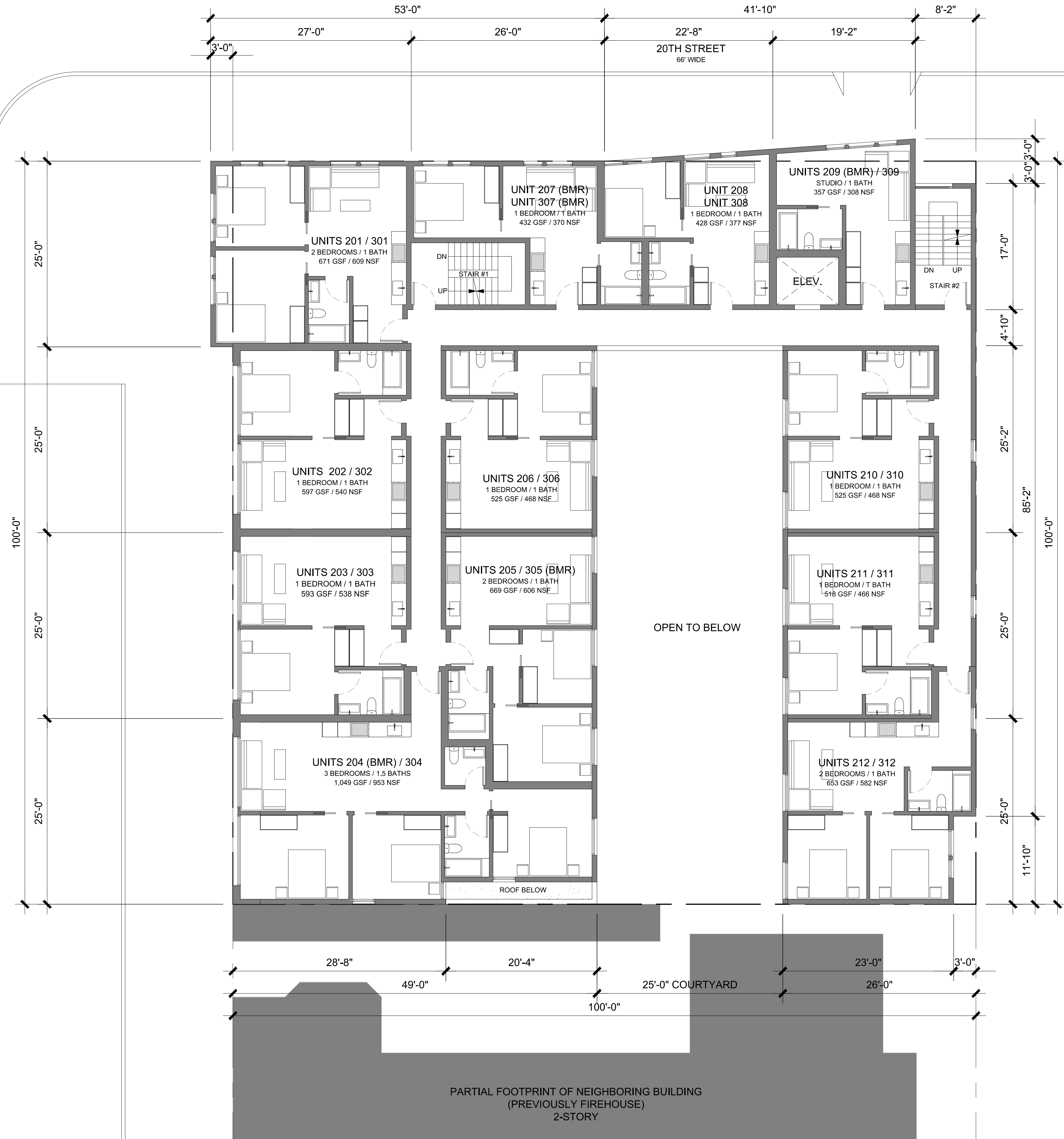
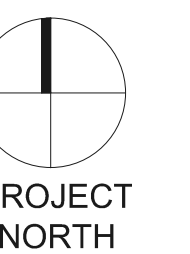
TENNESSEE STREET
80' WIDE

CENTERLINE OF TENNESSEE STREET



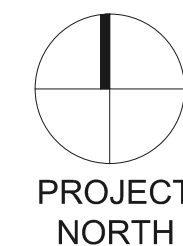
TENNESSEE STREET
60' WIDE

3RD STREET



PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY POTRERO POLICE STATION)
2-STORY

PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY FIREHOUSE)
2-STORY



TENNESSEE STREET
86' WIDE

100'-0"

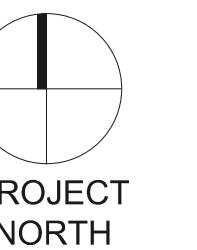
20TH STREET
66' WIDE

3RD STREET

PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY POTRERO POLICE STATION)
2-STORY

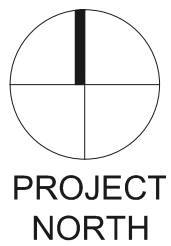
PARTIAL FOOTPRINT OF NEIGHBORING BUILDING
(PREVIOUSLY FIREHOUSE)
2-STORY

100'-0"





GREEN TONE INDICATES PRIVATE OPEN SPACE



- MATERIAL LIST
- 1. SHIPLAP WOOD SIDING W/ 4" REVEAL AND DARK OIL FINISH
 - 2. SHIPLAP WOOD SIDING W/ 8" REVEAL AND DARK BROWN PAINTED FINISH
 - 3. CEMENT PLASTER SIDING W/ SMOOTH "CONCRETE" FINISH AND NATURAL GRAY COLOR
 - 4. ALUMINUM WINDOWS AND DOORS W/ ANODIZED BLACK FINISH AND INTEGRAL 4" RECESS
 - 5. MAHOGANY EXTERIOR DOORS W/ OIL FINISH
 - 6. CUSTOM METAL RAILINGS W/ BLACK POWDERCOAT FINISH
 - 7. CUSTOM METAL AWNINGS W/ BLACK POWDERCOAT FINISH
 - 8. CUSTOM METAL CAP FLASHING "CORNICE" W/ BLACK POWDERCOAT FINISH
 - 9. CUSTOM METAL SECURITY SCREENING W/ BLACK POWDERCOAT FINISH
 - 10. MCNICOLS "ECO-MESH" W/ RUSTED FINISH ON BLACK CEMENT PANEL FOR GREEN (PLANTED) WALL
 - 11. FLUSH METAL GARAGE DOOR ASSEMBLY W/ BLACK POWDERCOAT FINISH



970 TENNESSEE ST. - CONTRIBUTORY INDUSTRIAL BUILDING IN HISTORIC DISTRICT



800 TENNESSEE ST 'HSIN TUNG YANG FOOD CO.' - CONTRIBUTORY INDUSTRIAL BUILDING NOT IN HISTORIC DISTRICT

PRECEDENT CONTRIBUTORY INDUSTRIAL BUILDINGS WITH REGULAR PATTERN OF PILASTERS



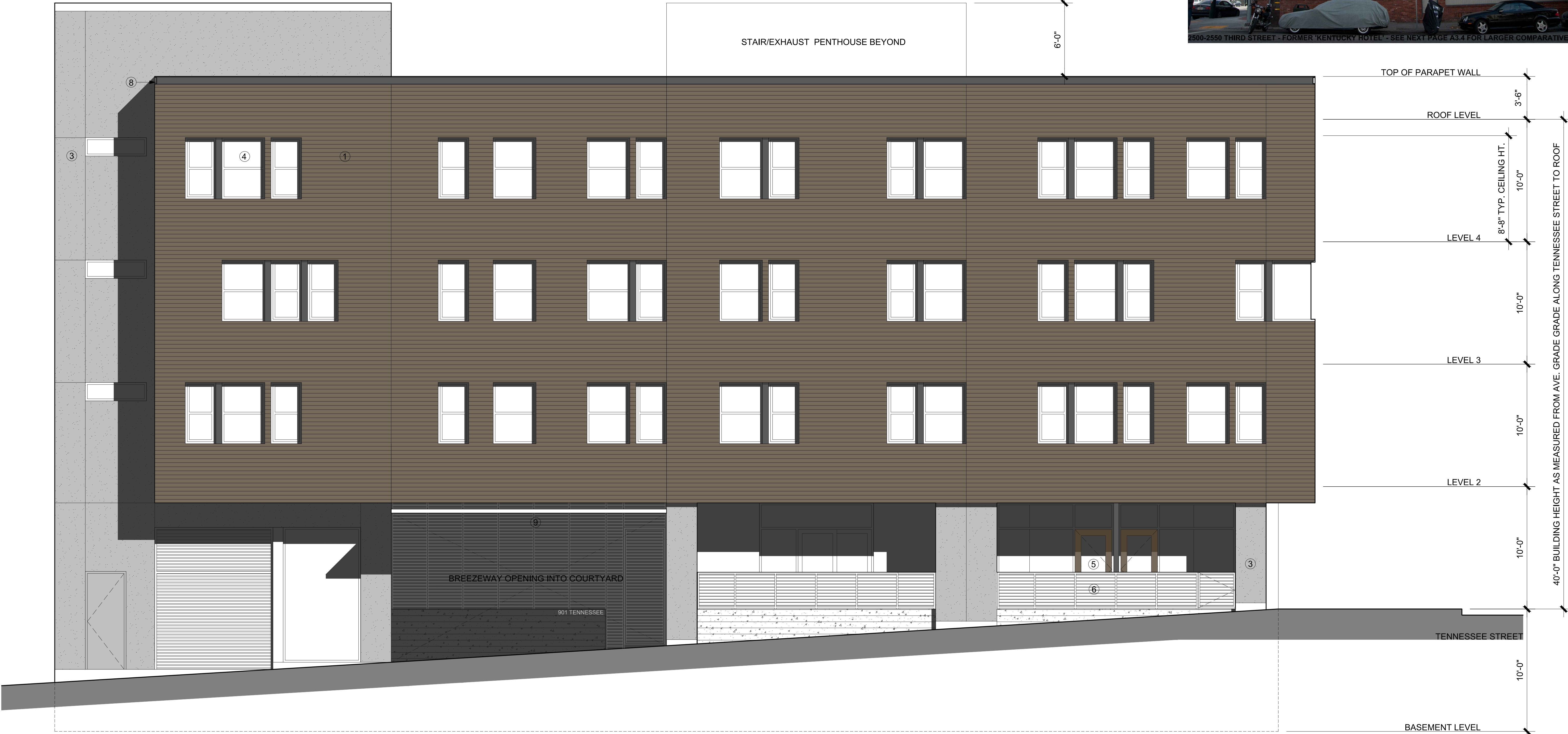


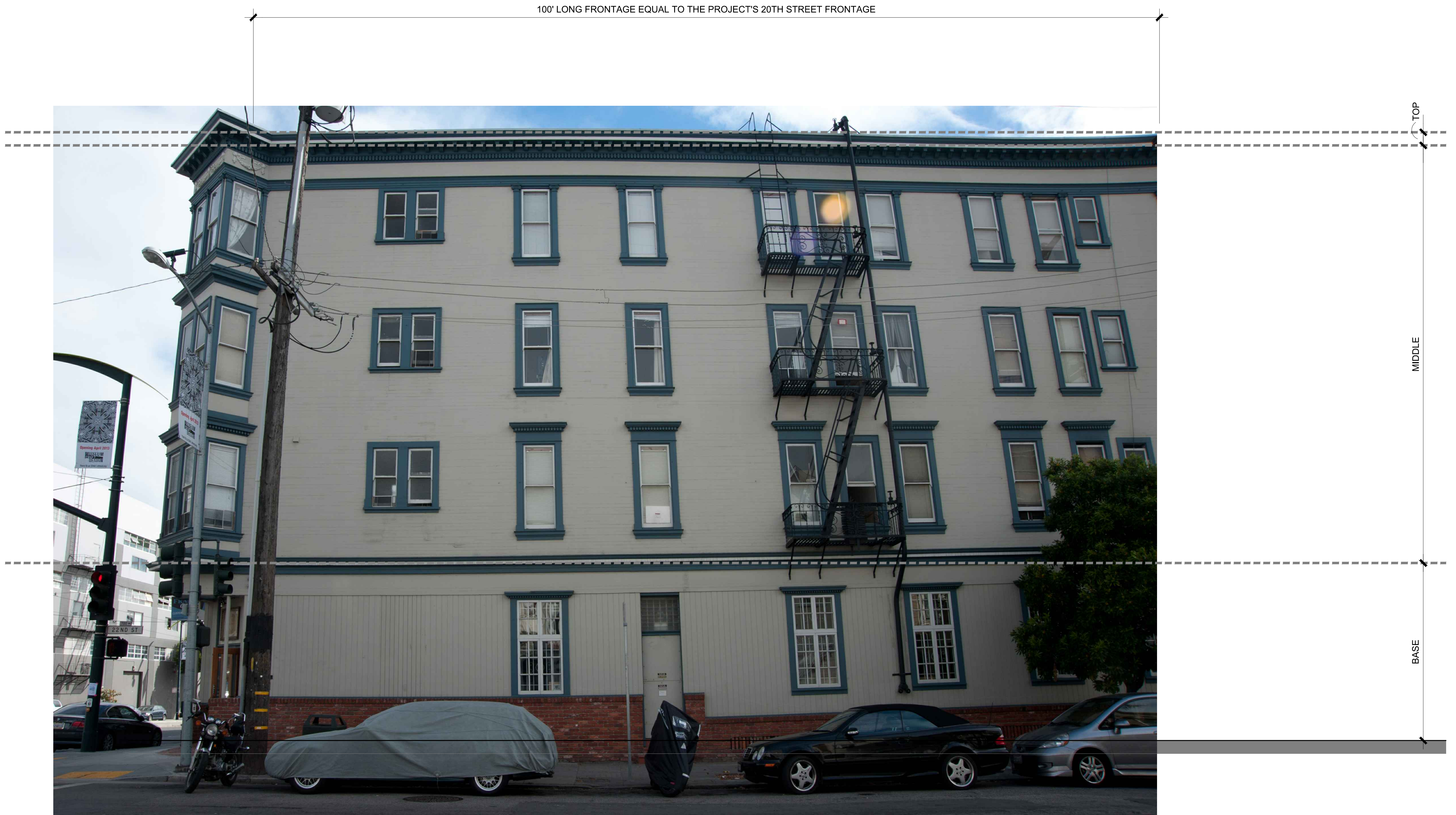
PARTIAL ELEVATION OF SUBJECT PROPERTY AT 901 TENNESSEE STREET



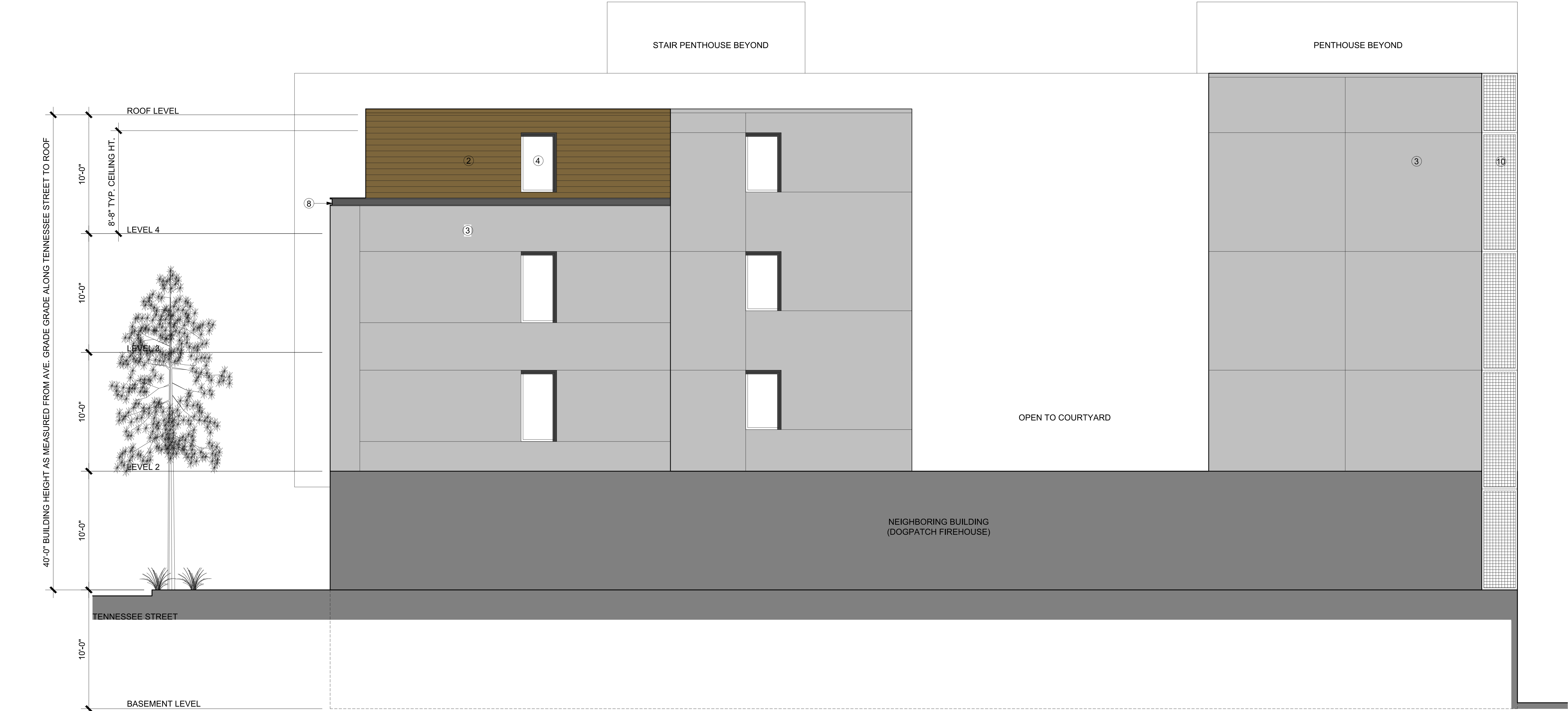
ELEVATION OF 909 TENNESSEE STREET ' SFFD ENGINE HOUSE #16'

- MATERIAL LIST
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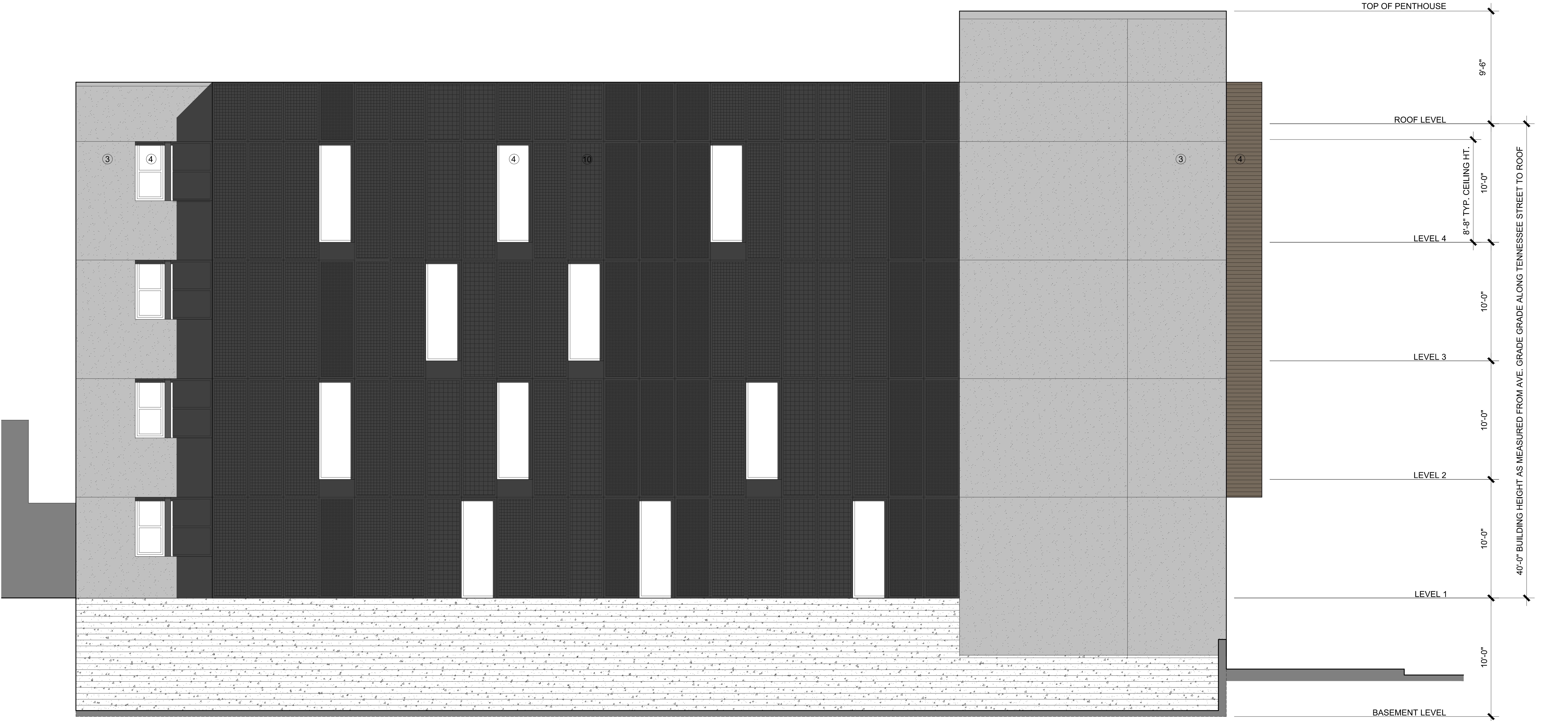




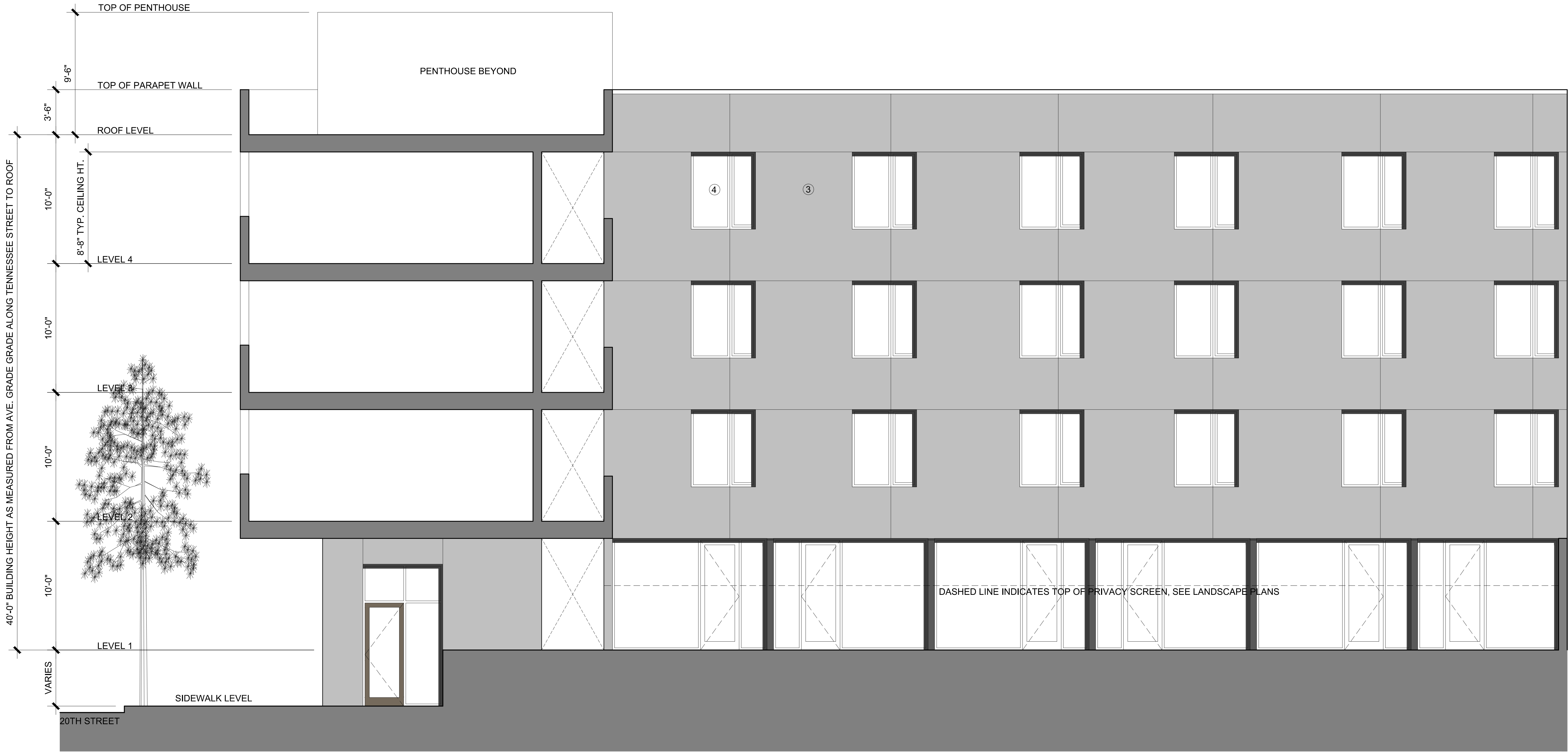
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